

AGENDA
Hightstown Borough Council
September 16, 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 August 5, 2024 – Public Session
September 3, 2024 - Public Session

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

2024-14 Final Reading and Public Hearing An Ordinance Amending and Supplementing Article 2-9, Entitled “Borough Administrator,” of Part 1 “Administrative Code,” of Chapter 2 “Administration” of “The Revised General Ordinances of the Borough of Hightstown, “In Order to Establish the Position of “Assistant Borough Administrator

2024-15 Final Reading and Public Hearing An Ordinance to Establish Salary Ranges for Certain Officers and Employees of the Borough of Hightstown

2024-16 Final Reading and Public Hearing Bond Ordinance Providing for Dawes Park Recreation Improvements in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$521,000 Therefor and Authorizing the Issuance of \$393,300 Bonds or Notes of the Borough to Finance Part of the cost Thereof

2024-17 First Reading and Introduction A Bond Ordinance Providing for the Replacement of the Water Main at the Water

Treatment Plant for the Water/Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$200,00 Therefor and Authorizing the Issuance of \$190,400 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Resolutions

2024-163 Authorizing Payment of Bills

Consent Agenda

2024-164 A Resolution Authorizing the Execution of a “Use and License Agreement” with Hightown-East Windsor Historical Society (“HEWHS”), concerning the Hightstown Family Fair to be Held at Bank Street and Rocky Brook Park on October 5, 2024

2024-165 Authorizing the Increase of the Cash Drawer Amount for the Municipal Tax/Utility Collector

2024-166 Accepting Membership of Jakob Kurs in Hightstown Engine Co. No. 1

2024-167 Accepting Membership of Jonathan Moreno in Hightstown Engine Co. No. 1

2024-168 Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2024 Budget

Discussion

2024 Budget Adoption Update

Cannabis Ordinance

Sign Approval – Latino Festival & Family Fair

Stockton Street – Halloween

Subcommittee Reports

Mayor/Council/Administrative Updates

Executive Session

Resolution 2024-169 Authorizing a Meeting that Excludes the Public

Personnel – Retroactive Pay

Contract Negotiations – Professional Services – 2025

Ordinance 2024-14

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE AMENDING AND SUPPLEMENTING ARTICLE 2-9, ENTITLED “BOROUGH ADMINISTRATOR,” OF PART 1 “ADMINISTRATIVE CODE,” OF CHAPTER 2 “ADMINISTRATION” OF “THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN,” IN ORDER TO ESTABLISH THE POSITION OF “ASSISTANT BOROUGH ADMINISTRATOR.”

WHEREAS, the Borough of Hightstown (the “Borough”) previously established Article 2-9, entitled “Borough Administrator,” of Part 1 “Administrative Code,” of Chapter 2 “Administration”) 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 Article 2-9 of the Borough Code in order to establish the position of “Assistant Borough Administrator,” 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 Article 2-9, entitled “Borough Administrator,” of Part 1 “Administrative Code,” of Chapter 2 “Administration”) of “The Revised General Ordinances of the Borough of Hightstown” is hereby amended and supplemented in the following respects (additions are show with underline; deletions are shown with ~~strikethrough~~):

Chapter 2. Administration

Part 1. Administrative Code

Article 2-9. Borough Administrator

§ 2-9-1. Office Created.

[Ord. No. 19-1994]

The office of the Administrator of the Borough is hereby created in and for the Borough, pursuant to N.J.S.A. 40A:60-7 and N.J.S.A. 40A:9-136, et seq.

§ 2-9-2. Qualifications; Residency.

[Ord. No. 19-1994]

The Administrator shall be appointed on the basis of his executive and administrative qualifications. Previous responsible, successful experience in local government and municipal management shall be preferred. The Administrator need not be a resident of the Borough at the time of his appointment, and may also thereafter reside outside the Borough.

§ 2-9-3. Appointment.

[Ord. No. 19-1994]

The Administrator shall be appointed by the Mayor with the advice and consent of the Council and shall serve at the pleasure of the Mayor and Council. Specific terms and conditions of employment shall be set forth in a written agreement, be approved by resolution of the Mayor and Council. Subject to the provisions of § 2-9-4, such agreement may cover a term of one year or longer than one year. Annual reappointment of the Administrator shall not be necessary, since the Administrator serves pursuant to §§ 2-9-3 and 2-9-4.

§ 2-9-4. Removal From Office.

[Ord. No. 19-1994]

Pursuant to N.J.S.A. 40A:9-138, the Administrator may be removed by a two-thirds vote of the Council. The resolution of removal shall become effective three months after its adoption. The Council may provide that the resolution shall have immediate effect; provided, however, that the Council shall cause to be paid to the Administrator forthwith any unpaid balance of his salary and his salary for the next three calendar months following adoption of the resolution.

§ 2-9-5. Acting Administrator.

[Ord. No. 19-1994]

A. If an Assistant Borough Administrator has been appointed pursuant to § 2-9-10, then the Assistant Borough Administrator shall serve as the Acting Administrator, and shall have all of the powers and perform all the duties of the Borough Administrator for such specific period(s) as the Borough Administrator shall determine, or for such specific period(s) as the Borough Administrator is incapacitated or otherwise unable to act as the Borough Administrator.

~~AB.~~ If no Assistant Borough Administrator has been appointed, then ~~the~~ Administrator, with the consent of the Mayor, may designate an Acting Administrator to perform the duties of his office during his absence or disability ~~of less than 30 days~~. Should he not do so, the Mayor shall make the appointment.

~~BC.~~ Upon removal or resignation of the Administrator, the Mayor, with the advice and consent of the Council, shall appoint an Acting Administrator to serve for 90 days, or until an Administrator is appointed pursuant to § 2-9-3. If the vacancy is not filled within the first 90 days, the appointment may be renewed for periods of up to an additional 90 days.

§ 2-9-6. Authority to Hold Other Appointive Borough Office.

[Ord. No. 19-1994]

The Administrator shall devote his full time to the duties of his office; provided, however, that nothing herein shall prevent him from also holding any other appointive Borough office and fulfilling the duties thereof, including, but not limited to, the position of Chief Financial Officer.

§ 2-9-7. Compensation.

[Ord. No. 19-1994]

The Administrator shall receive annual compensation within the range set forth in the Borough's annual salary ordinance. Specific annual compensation shall be set by motion or resolution of the Borough Council upon recommendation of the Mayor.

§ 2-9-8. Power and Duties.

[Ord. No. 19-1994; Ord. No. 1996-1; Ord. No. 2009-27]

The Administrator shall, under the direction of the Mayor and Council, to the extent not prohibited by law:

- A. Be responsible for the proper and efficient administration of all Borough business, except those duties and responsibilities conferred upon other Borough officials by State statutes, other applicable laws, rules and regulations promulgated by State and County agencies, judicial authority or ordinances of the Borough;
- B. Serve as the Borough's Personnel Officer, with final authority for the hiring, promotion, discipline, suspension or discharge of any employee, except those for whom the Mayor and Council are directly responsible, provided that those employees covered by other applicable State statutes or Borough ordinances shall be hired, promoted, disciplined, suspended or discharged in accordance with such laws. The appointment, discipline, suspension or discharge of department heads shall be subject to prior consultation by the Administrator with the Mayor and Council. Department head salaries shall be set by the Mayor and Council, and the Administrator shall set the salaries of all other employees within the ranges set forth in the salary ordinance.
- C. Oversee all departments and assign responsibility for departmental action, and coordinate interdepartmental operations, including those of the Borough Attorney, Borough Engineer and Borough Auditor;
- D. Prepare the proposed Annual Borough Budget by requiring and receiving appropriation requests from the heads of departments and reviewing such requests with the Borough Council member concerned, transmitting a tentative Budget and consulting with the Mayor and Council with respect thereto and submitting his final recommendations in the time and form required by law for municipal budgets, appending thereto a detailed analysis of the various items of expenditure and preliminary revenues and such explanatory comment or statement as may be desirable;
- E. Administer the budget after its adoption, implement the work programs contained therein, and enforce the financial procedures and policies of the Borough and its departments;
- F. Execute and enforce the laws of the State and ordinances and resolutions of the Borough except where authority is granted to others by statutes or ordinance; see that all the terms and conditions imposed in favor of the Borough or its inhabitants in any statute, public utility franchise, performance bond, or other contractual undertaking are complied with;

- G. Keep the Mayor and Council informed as to the conduct of Borough affairs, as well as the condition of Borough finances and make such recommendations to the Mayor and Council as he deems necessary and advisable;
- H. Recommend to the Mayor and Council the employment of professional service consultants to perform work and render advice;
- I. Negotiate or assist in the negotiation of contracts in accordance with law, and supervise the performance and faithful execution of such contracts, except insofar as such duties are expressly imposed upon some other Borough officer or official by statute or ordinance;
- J. Prepare, where appropriate, specifications and bid requirements. All bids are to be received by the Borough Clerk and reviewed by the Administrator, who shall make recommendations to the governing body;
- K. Review and recommend all bills and vouchers for payment prior to final approval by the Mayor and Council;
- L. Maintain a continuing review and analysis of budget operations, work programs, and costs of municipal services;
- M. At the request of the Mayor and Council, study and analyze the duties and responsibilities of any appointed official or department of the Borough, submitting his report relating thereto to the Mayor and Council for such further action as the Mayor and Council may deem advisable;
- N. Study, recommend, implement and enforce procedures and policies of the Borough and its departments for receipt, dissemination and collation of, and responses to, communications and information;
- O. Delegate some of the specific tasks assigned to him; however, he shall retain responsibility for all such work completed by others;
- P. Attend all meetings of the Council with the right to take part in discussion, but not to vote;
- Q. Submit to the Mayor and Council, as requested, verbal and written reports on administrative activities of the Borough; and
- R. The Mayor and Council may appoint the Business Administrator to serve as an Associate Deputy Clerk for no additional compensation. The appointment shall be made on an annual basis or an as needed basis so that the services of a Deputy Borough Clerk will be available at meetings where attendance by the Borough Clerk may not be convenient or possible; and
- S. Perform such other duties as may be required by the Mayor and Council and perform those duties as may be set forth in a job description established for the Administrator position.

§ 2-9-9. Purchasing.

[Ord. No. 19-1994; Ord. No. 2000-32]

Unless another Borough Official shall have been appointed by the Mayor to serve as Purchasing Agent of the Borough, the Administrator shall serve in that capacity, with authority as outlined in § 2-14-2E.

§ 2-9-10. Assistant Borough Administrator.

There is hereby created the office of Assistant Borough Administrator, which position may be filled by appointment by the Mayor and Council for a term of one calendar year or the unexpired portion thereof at a compensation fixed by the Borough Council. The duties of the Assistant Borough Administrator shall be to aid and assist the Borough Administrator under the direction and supervision of the Borough Administrator, and to perform such duties as may be assigned by the Borough Administrator, or by the Mayor and Council. The Assistant Borough Administrator shall have all the powers and perform all the duties of the Borough Administrator for such specific period(s) as the Borough Administrator shall determine, or for such specific period(s) as the Borough Administrator is incapacitated or otherwise unable to act as the Borough Administrator. The term of the Assistant Borough Administrator may be terminated by the Council, with or without cause, upon 60 days' advance written notice.

2. That all other provisions of Article 2-9 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: September 3, 2024

Adopted: **SCHEDULED FOR PUBLIC HEARING 9/16/2024**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Ordinance 2024-15

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AN ORDINANCE TO ESTABLISH SALARY RANGES FOR CERTAIN OFFICERS AND EMPLOYEES OF THE BOROUGH OF HIGHTSTOWN

BE IT ORDAINED by the Mayor and Council of the Borough of Hightstown, as follows:

Section 1. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, excluding longevity, whose compensation shall be on an annual basis, is:

	RANGING FROM:	TO:
Mayor	\$5,800.00	\$5,800.00
Councilmember	\$4,600.00	\$4,600.00
Borough Administrator	\$30,000.00	\$145,000.00
Borough Clerk	\$40,000.00	\$90,000.00
<u>Assistant Borough Administrator</u>	<u>\$40,000.00</u>	<u>\$90,000.00</u>
Deputy Borough Clerk	\$30,000.00	\$69,000.00
Computer Systems Administrator	\$3,000.00	\$7,000.00
Qualified Purchasing Agent (QPA)	\$12,000.00	\$20,000.00
Registrar of Vital Statistics	\$2,500.00	\$6,000.00
Deputy Registrar of Vital Statistics	\$1,000.00	\$5,000.00
Chief Financial Officer	\$2,000.00	\$60,000.00
Deputy Chief Financial Officer	\$10,000.00	\$85,000.00
Accounts Payable Clerk	\$30,000.00	\$64,000.00
Tax/Water/Sewer Collector	\$20,000.00	\$90,000.00
Part-Time Tax/Water/Sewer Collector	\$10,000.00	\$27,000.00
Deputy Tax/Water/Sewer Collector	\$10,000.00	\$69,000.00
Tax/Utility Clerk	\$7,000.00	\$54,000.00
Tax Assessor	\$7,500.00	\$25,000.00
Municipal Magistrate	\$30,000.00	\$54,000.00
Police Chief	\$120,000.00	\$180,000.00

	RANGING FROM:	TO:
Records Management and System Administrator and Administrative Assistant to the Police Department	\$32,000.00	\$70,000.00
Planning Board Secretary	\$1,000.00	\$27,000.00
Municipal Housing Liaison	\$5,000.00	\$8,000.00
*Technical Assistant(included in full-time Construction Code Official)	\$28,000.00	\$43,000.00
Construction Code Official(Full time position includes * titles)	\$75,000.00	\$100,000.00
Fire Subcode Official	\$3,500.00	\$15,000.00
*Building Subcode Official(included in full-time Construction Code Official)	\$3,500.00	\$9,000.00
*Building Inspector(included in full-time Construction Code Official)	\$3,500.00	\$6,000.00
Zoning Official	\$6,000.00	\$13,000.00
Superintendent of Public Works	\$50,000.00	\$146,000.00
Assistant Superintendent of Public Works	\$50,000.00	\$71,000.00
Water Plant Superintendent (Part-Time)	\$10,000.00	\$27,000.00
Senior Water Plant Operator	\$35,000.00	\$90,000.00
Superintendent of AWWTP	\$50,000.00	\$150,000.00
Assistant Superintendent of AWWTP	\$45,000.00	\$96,000.00
Lab Manager – AWWTP	\$35,000.00	\$85,000.00
Health Officer	\$8,000.00	\$20,000.00
Secretary Board of Health	\$100.00	\$2,000.00
OEM Coordinator	\$2,000.00	\$ 12,000.00
Deputy OEM Coordinator	\$2,000.00	\$7,000.00

Section 2. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, whose compensation shall be on an hourly basis, is:

	RANGING FROM:	TO:
Payroll/Benefits Specialist	\$16.00	\$36.00
Executive Administrative Assistant	\$16.00	\$40.00
Administrative Assistant	\$16.00	\$36.00
Public Health Nurse	\$25.00	\$48.00
Senior Public Health Nurse	\$39.00	\$55.00

	RANGING FROM:	TO:
<u>Special Officer I</u>	\$16.00	\$20.00
<u>Special Officer II</u>	\$18.00	\$32.00
<u>Public Works Foreman</u>	\$17.00	\$43.00
<u>Public Works Heavy Equipment Operator</u>	\$16.00	\$43.00
<u>Public Works Automated Vehicle Operator</u>	\$16.00	\$38.00
<u>Public Works Driver/Laborer</u>	\$16.00	\$38.00
<u>Public Works Laborer</u>	\$16.00	\$38.00
<u>Public Works Municipal Building Maintenance</u>	\$16.00	\$38.00
<u>Public Works Mechanic</u>	\$16.00	\$38.00
<u>Seasonal/Temporary Labor</u>	\$16.00	\$22.00
<u>Assistant Water Plant Operator</u>	\$16.00	\$27.00
<u>Water Plant Operator</u>	\$25.00	\$38.00
<u>Water Plant Lead Operator</u>	\$40.00	\$57.00
<u>AWWTP Maintenance</u>	\$16.00	\$32.00
<u>AWWTP Operator</u>	\$16.00	\$32.00
<u>Recreation Director (part-time)</u>	\$20.00	\$45.00
<u>Assistant Recreation Director (part-time)</u>	\$16.00	\$22.00
<u>Junior Recreation Counselor (part-time)</u>	\$16.00	\$17.00
<u>Housing Inspector</u>	\$16.00	\$38.00
<u>Fire Inspector</u>	\$16.00	\$38.00
<u>Building Inspector</u>	\$16.00	\$38.00
<u>Code Enforcement Officer</u>	\$16.00	\$38.00
<u>Fire Officer</u>	\$16.00	\$38.00
<u>Zoning Official</u>	\$16.00	\$38.00
<u>Electric Subcode Official</u>	\$16.00	\$54.00
<u>Plumbing Subcode Official</u>	\$16.00	\$54.00

Section 3. The following official employment designations are hereby confirmed and the rate of compensation of each officer and employee of the Borough of Hightstown, whose compensation shall be on a daily basis, is:

	RANGING FROM:	TO:
<u>School Crossing Guard</u>	<u>\$50</u>	<u>\$75</u>

Section 4. This Ordinance shall take effect after final passage and publication as provided by law.

Section 5. The salary ranges established in this ordinance supersede any established for the same positions in previous salary ordinances and will remain in effect until changed by the adoption of a new or amending Salary Ordinance.

Introduced: September 3, 2024

Adopted: **SCHEDULED FOR PUBLIC HEARING 9/16/2024**

ATTEST:

Margaret Riggio
Municipal Clerk

Susan Bluth
Mayor

Ordinance 2023-16

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

**BOND ORDINANCE PROVIDING FOR DAWES PARK RECREATION
IMPROVEMENTS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE
COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$521,000
THEREFOR AND AUTHORIZING THE ISSUANCE OF \$393,300 BONDS OR
NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF**

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$521,000, including a \$127,700 Green Acres Grant expected to be received from the State of New Jersey Department of Environmental Protection (the "State Grant"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the costs of the project since the project is being funded by the State Grants.

Section 2. In order to finance the cost of the improvement not covered by the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$393,300 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is Dawes Park recreation improvements including all work and materials necessary therefor and incidental thereto.

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

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

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

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

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

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

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

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

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

provided in this bond ordinance by \$393,300, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$78,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or if other than as referred to in Section 1 hereof, to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is

and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

Introduction: September 3, 2024

Adoption: **SCHEDULED FOR PUBLIC HEARING 9/16/2024**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Ordinance 2024-17

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

**BOND ORDINANCE PROVIDING FOR THE REPLACEMENT OF THE
WATER MAIN AT THE WATER TREATMENT PLANT FOR THE
WATER/SEWER UTILITY IN AND BY THE BOROUGH OF
HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY,
APPROPRIATING \$200,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$190,400 BONDS OR NOTES OF THE BOROUGH TO
FINANCE PART OF THE COST THEREOF**

**Ordinance Forthcoming from CFO
& Bond Counsel**

Resolution 2024-163

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 \$116,431.29 from the following accounts:

Current		\$51,626.11
W/S Operating		34,112.18
General Capital		0.00
Water/Sewer Capital		28,450.00
Grant		0.00
Trust		25.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		1,400.00
Tax Lien Trust		0.00
Housing Trust		0.00
Public Defender Trust		0.00
Escrow		<u>818.00</u>
Total		<u>\$116,431.29</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 September 16, 2024.

Margaret Riggio
Borough Clerk

Ranges	Item Status	Purchase Types	Misc
<p><i>Range: First to Last</i> <i>Rcvd Batch Id Range: First to Last</i></p>	<p><i>Open: N</i> <i>Void: N</i> <i>Paid: N</i> <i>Held: Y</i> <i>Aprv: N</i> <i>Rcvd: Y</i></p>	<p><i>Bid: Y</i> <i>State: Y</i> <i>Other: Y</i> <i>Exempt: Y</i></p>	<p><i>P.O. Type: All</i> <i>Include Project Line Items: Yes</i> <i>Format: Detail without Line Item Notes</i> <i>Include Non-Budgeted: Y</i> <i>Vendors: All</i></p>

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
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Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
A0025	AT&T MOBILITY									
24-01021	09/06/24	INV 287298218043X08282024								
1	INV 287298218043X08282024	FI	83.04 4-01-25-256-002-094	B	Computer Service,Support & Software	R	09/06/24	09/11/24	X08282024	N
2	INV 287298218043X08282024	DPW	193.46 4-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	09/06/24	09/11/24	X08282024	N
3	INV 287298218043X08282024	HPD	390.08 4-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	09/06/24	09/11/24	X08282024	N
4	INV 287298218043X08282024	WTP	89.60 4-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	09/06/24	09/11/24	X08282024	N
5	INV 287298218043X08282024	AWWTP	38.37 4-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	09/06/24	09/11/24	X08282024	N
6	INV 287298218043X08282024	HFD	229.44 4-01-25-252-002-029	B	Computer Software/Mntc/Equip	R	09/06/24	09/11/24	X08282024	N
			1,023.99							
	Vendor Total:		1,023.99							

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
BUCKM005	BUCK MINING & MATERIAL INC									
24-01003	09/05/24	AUG/SEPT 2024 YARD DISPOSAL								
1	AUG/SEPT 2024 YARD DISPOSAL		528.00 4-01-26-311-001-168	B	Yardwaste	R	09/05/24	09/11/24	1282	N
	Vendor Total:		528.00							

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
COMCA005	COMCAST BUSINESS									
24-01018	09/06/24	ACCT 0036659 SEPT 2024								
1	8499 05 243 0036659 156 BANK		314.37 4-01-20-140-001-060	B	Internet Services and Web Services	R	09/06/24	09/11/24	499052430036659	N
	Vendor Total:		314.37							

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
H0461	COMMUNITY ACTION SERVICE CTR.									
24-01010	09/05/24	DONATION/ADV FOR LATINO FEST								
1	DONATION/ADV FOR LATINO FEST		500.00 4-01-28-373-002-199	B	MISCELLANEOUS-CULTURAL ARTS	R	09/05/24	09/11/24	I-151252	N
	Vendor Total:		500.00							

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
CONCE005	CONCENTRA MEDICAL CENTERS									
24-00887	08/06/24	INV 516963587 FOLLOW UP MILLER								
1	INV 516963587 FOLLOW UP MILLER		104.00 4-01-26-290-001-093	B	Employee Physicals/Drug Tests	R	08/06/24	09/11/24	516963587	N
24-00956	08/21/24	INV 517037744 FOLLOW UP MILLER								
1	INV 517037744 FOLLOW UP MILLER		104.00 4-01-26-290-001-093	B	Employee Physicals/Drug Tests	R	08/21/24	09/11/24	517037744	N

Vendor #	Name	Description		Contract	PO Type			Invoice	1099 Excl	
P.O. #	PO Date	Amount	Charge Account	Acct Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date		
Item Description				Type						
CONCE005	CONCENTRA MEDICAL CENTERS	Account Continued								
Vendor Total:		208.00								
COUNT015	COUNTY OF MONMOUTH-	-								
24-01000	09/05/24	JULY 2024 SERVICES								
1 INV 24000630-JULY 2024 SERVICE		75.00	4-01-26-305-001-199	B	Miscellaneous	R	09/05/24	09/11/24	24000630	N
2 INV 24000630-ADMINISTRATIVE		21.50	4-01-26-305-001-199	B	Miscellaneous	R	09/05/24	09/11/24	24000630	N
		96.50								
Vendor Total:		96.50								
CRYST005	CRYSTAL SPRINGS									
24-00927	08/13/24	DISTILLED WATER								
1 CRYSTAL SPRINGS 5G DISTILLED		143.88	4-09-55-501-002-506	B	Lab. Equipment & Supplies	R	08/13/24	09/11/24	23244637 081624	N
2 DELIVERY FEE		13.99	4-09-55-501-002-506	B	Lab. Equipment & Supplies	R	08/13/24	09/11/24	23244637 081624	N
		157.87								
Vendor Total:		157.87								
DEBLO005	DEBLOCK ENVIRONMENTAL SVCS,LLC									
24-00156	02/08/24	BACK UP OPERATOR FOR AWWTP								
9 INV 00011680 8/26/24		500.00	4-09-55-501-002-528	B	Outside Consulting Services (B	R	08/01/24	09/11/24	00011680	N
Vendor Total:		500.00								
E0578	EAST WINDSOR REGIONAL SCHOOL									
24-01006	09/05/24	SUMMER REC TRANSPORTATION 2024								
1 SUMMER REC TRANSPORTATION 2024		1,871.00	4-01-28-370-002-021	B	RECREATION SUMMER PROGRAM	R	09/05/24	09/11/24	JUL-AUG 2024	N
Vendor Total:		1,871.00								
B0966	ERB'S GARAGE INC									
24-01014	09/05/24	MAC TRK #10A REPAIR								
1 INV 18268-MAC TRK #10A REPAIR		795.24	4-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24	18268	N
Vendor Total:		795.24								
Q0176	EUROFINS QC, LLC									
24-00999	09/05/24	WATER ANALYSIS								
1 INV 6300061258-WATER ANALYSIS		277.00	4-09-55-501-001-532	B	Outside Testing/Labs	R	09/05/24	09/11/24	6300061258	N
2 INV 6300063587-WATER ANALYSIS		103.50	4-09-55-501-001-532	B	Outside Testing/Labs	R	09/05/24	09/11/24	6300063587	N
3 INV 6300064039-WATER ANALYSIS		247.50	4-09-55-501-001-532	B	Outside Testing/Labs	R	09/05/24	09/11/24	6300064039	N
4 INV 6300064241-WATER ANALYSIS		197.50	4-09-55-501-001-532	B	Outside Testing/Labs	R	09/05/24	09/11/24	6300064241	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type						
Item Description											
Q0176	EUROFINS QC, LLC	Account Continued									
		825.50									
	Vendor Total:	825.50									
EVERB005	EVERBRIDGE, INC										
24-00985	08/27/24	MASS NOTIFICATION SYSTEM									
1 MASS NOTIFICATION SYSTEM		5,531.00	4-01-20-140-001-060	B	Internet Services and Web Services	R	08/27/24	09/11/24		M83304	N
	Vendor Total:	5,531.00									
G1077	GEORGE S. COYNE CO., INC.										
24-00124	02/02/24	RES2023-213LIMEHI-CALCWTP									
10 INV 436157 LIME HI-CALC		3,629.00	4-09-55-501-001-527	B	Calcium Hydroxide - Lime	R	07/10/24	09/11/24		436157	N
	Vendor Total:	3,629.00									
HILLW005	HILL-WALLACK, LLP										
24-01023	09/09/24	LEGAL INVOICES THROUGH 8/31/24									
1 GENERAL MATTERS INV 773966		4,084.41	4-01-20-155-001-027	B	General Matters	R	09/09/24	09/11/24		773966	N
2 ENGINEERING MATTERS INV 773965		726.00	4-01-20-155-001-027	B	General Matters	R	09/09/24	09/11/24		773965	N
3 LABOR MATTERS INV 773964		16.50	4-01-20-155-001-031	B	Labor,Personnel & Union Council	R	09/09/24	09/11/24		773964	N
4 ORDINANCES INV 773963		610.50	4-01-20-155-001-027	B	General Matters	R	09/09/24	09/11/24		773963	N
5 SHARED SVCS AGRMNT INV 773962		82.50	4-01-20-155-001-027	B	General Matters	R	09/09/24	09/11/24		773962	N
6 TAX MATTERS INV 773960		33.00	4-01-20-155-001-027	B	General Matters	R	09/09/24	09/11/24		773960	N
7 SHANGLES ALLEY R.O.W VACATION		228.68	4-01-20-155-001-027	B	General Matters	R	09/09/24	09/11/24		773959	N
		5,781.59									
24-01024	09/09/24	Prof. services through 8/31/24									
1 Correspondence		33.00	133MONMOUT	P	Easement Agreement	R	09/09/24	09/11/24		773958	N
2 Correspondence		52.50	3PRCLLC	P	Site Plan Application #2020-01	R	09/09/24	09/11/24		773961	N
		85.50									
	Vendor Total:	5,867.09									
INTER015	INTERSTATE WASTE SERVICES OF										
24-00061	01/24/24	MUNICIPAL RECYCLING									
10 INV 9927647 MUNI RECYCLING		12,610.67	4-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdlR		08/08/24	09/11/24		9927647	N
	Vendor Total:	12,610.67									
J0257	JCP&L										
24-01019	09/06/24	MASTER ACCT 200 000 055 315									
1 100 008 482 778 MAXWELL AVE		27.02	4-09-55-501-002-504	B	Electricity	R	09/06/24	09/11/24		95029914356	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type							
Item Description											
J0257	JCP&L	Account Continued									
2 100 009 294 701 WESTERLEA AVE		128.22	4-09-55-501-001-504	B	Electricity	R	09/06/24	09/11/24		95029914356	N
3 100 012 445 746 BANK ST		5,212.37	4-09-55-501-001-504	B	Electricity	R	09/06/24	09/11/24		95029914356	N
4 100 012 529 309 OAK LANE		6,330.90	4-09-55-501-002-504	B	Electricity	R	09/06/24	09/11/24		95029914356	N
		11,698.51									
24-01037	09/10/24	VARIOUS ACCTS AUGUST 2024									
1 100 068 401 122 114 ROGERS AV		26.74	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95238550039	N
2 100 059 701 167 WYCKOFF'S MILL		72.39	4-09-55-501-001-504	B	Electricity	R	09/10/24	09/11/24		95557976463	N
3 100 100 104 247 MAIN ST		8.41	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95238550041	N
4 100 029 000 310 156 BANK ST		274.17	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95617887375	N
5 100 131 110 379 230 MERCER ST		11.90	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95617887379	N
6 100 079 096 689 GRANT ST PARK		4.92	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95238550040	N
7 100 051 508 750 STOCKTON ST		87.12	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95617887377	N
8 100 072 968 868 STREET LIGHTS		18.24	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95637870274	N
9 100 051 508 677 MAIN ST		43.58	4-01-31-430-001-071	B	Electric-Borough Hall	R	09/10/24	09/11/24		95617887376	N
		547.47									
Vendor Total:		12,245.98									
J0258	JCP&L (STREET LIGHTING)										
24-01036	09/10/24	ACCT 041 & 240 AUGUST 2024									
1 100 086 395 041 0 STOCKTON ST		16.19	4-01-31-435-001-075	B	Street Lighting	R	09/10/24	09/11/24		95637870275	N
2 100 081 608 240 BL LT 0 N MAIN		41.12	4-09-55-501-001-504	B	Electricity	R	09/10/24	09/11/24		95617887378	N
		57.31									
Vendor Total:		57.31									
JERSE015	JERSEY AUTO SUPPLY INC.										
24-01008	09/05/24	AUGUST 2024 INVOICES									
1 INV 280567-EXT UNUT		8.54	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24		280567	N
2 INV 276194-ATC-40 FUSE,		22.61	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24		276194	N
3 INV 278047-BLISTER PK CAPSULES		21.88	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24		278047	N
4 INV 278935-LAMPS		30.00	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24		278935	N
5 INV 278939-MARKER LIGHT		62.06	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24		278939	N
		145.09									
Vendor Total:		145.09									
J0069	JERSEY ELEVATOR LLC										
24-01012	09/05/24	SEPTEMBER 2024 MAINTENANCE									

Vendor #	Name	Description		Contract	PO Type	Stat/Chk		First Enc Rcvd	Chk/Void	Invoice	1099 Excl	
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type	Date	Date	Date	Date			
J0069	JERSEY ELEVATOR LLC	Account Continued										
1 INV 146431-Q0C4 - SEPT 2024		203.95	4-01-26-310-001-029	B	Maintenance Contracts	R	09/05/24	09/11/24		INV-146431-Q0C4	N	
Vendor Total:		203.95										
J0378	KENNCO LLC											
24-01011	09/05/24	AUGUST 2024 CYLINDER RENTAL										
1 INV R26920-AUG 2024 CYLINDER		36.60	4-01-26-290-001-050	B	DPW Work Equipment	R	09/05/24	09/11/24		R26920	N	
Vendor Total:		36.60										
K0917	KENNETH LARSEN											
24-00982	08/27/24	REIMBURSEMENT - LARSEN										
1 REIMBURSEMENT - LARSEN		58.97	4-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	08/27/24	09/11/24		OH-15071	N	
Vendor Total:		58.97										
MAGLO005	MAGLOCLLEN											
24-00996	09/05/24	MEMBERSHIP FEES										
1 MEMBERSHIP FEES		400.00	4-01-25-240-001-044	B	Professional Assoc. Dues	R	09/05/24	09/11/24		11325	N	
Vendor Total:		400.00										
N0652	NJ STATE POLICE CHIEF ASSN											
24-00498	04/30/24	C & L ACADEMY FALL 2024										
1 C & L ACADEMY FALL 2024		1,400.00	3-01-25-240-001-042	B	Education & Training	R	04/30/24	09/11/24		IN-18324	N	
2 C & L ACADEMY FALL 2024		1,400.00	T-14-56-286-000-827	B	RESERVE-LAW ENFORCEMENT TRUR		04/30/24	09/11/24		IN-18324	N	
		2,800.00										
Vendor Total:		2,800.00										
N0170	NORCIA CORP.											
24-01016	09/05/24	REPAIR ON TRK 10A MACK										
1 INV 84667-REPAIR TRK 10A		100.00	4-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	09/05/24	09/11/24		84667	N	
Vendor Total:		100.00										
O0019	O'BRIEN CONSULTING SERVICES											
24-00947	08/21/24	MONTHLY IT FEES - JUNE '24										
1 MONTHLY IT FEES - JUNE '24		900.00	4-01-25-240-001-029	B	Maint. Contracts - Other	R	08/21/24	09/11/24		24-6718	N	
2 MONTHLY IT FEES - JUNE '24		280.00	4-01-25-240-001-029	B	Maint. Contracts - Other	R	08/21/24	09/11/24		24-6718	N	
3 MONTHLY IT FEES - JUNE '24		8.50	4-01-25-240-001-029	B	Maint. Contracts - Other	R	08/21/24	09/11/24		24-6718	N	
		1,188.50										
24-01004	09/05/24	MONTHLY IT FEES AUG 2024										

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type						
Item Description											
00019	O'BRIEN CONSULTING SERVICES	Account Continued									
1 MONTHLY IT FEES AUG 2024		900.00	4-01-25-240-001-029	B	Maint. Contracts - Other	R	09/05/24	09/11/24		24-6783	N
2 MONTHLY IT FEES AUG 2024		280.00	4-01-25-240-001-029	B	Maint. Contracts - Other	R	09/05/24	09/11/24		24-6783	N
3 MONTHLY IT FEES AUG 2024		8.50	4-01-25-240-001-029	B	Maint. Contracts - Other	R	09/05/24	09/11/24		24-6783	N
		1,188.50									
	Vendor Total:	2,377.00									
00050	ONE CALL CONCEPT INC										
24-01001	09/05/24	AUGUST 2024 ONE CALL MSGS									
1 AUGUST 2024 ONE CALL MSGS		37.18	4-09-55-501-001-535	B	Hydrants and Line Repair	R	09/05/24	09/11/24		4085088	N
	Vendor Total:	37.18									
QUADI005	QUADIENT, INC.										
24-01025	09/10/24	INV Q1480458 9/29/24-12/28/24									
1 INV Q1480458 9/29/24-12/28/24		441.57	4-01-30-421-001-029	B	Meter Rental/Maintance	R	09/10/24	09/11/24		Q1480458	N
	Vendor Total:	441.57									
R0525	REGISTRARS ASSOC OF NJ										
24-00986	08/27/24	NJRA 2024 CONFERENCE									
1 NJRA 2024 CONFERENCE		100.00	4-01-27-330-001-041	B	Conferences & Meetings	R	08/27/24	09/11/24		12695	N
	Vendor Total:	100.00									
R0077	ROBERTS ENGINEERING GRP LLC										
24-00934	08/13/24	Billing through 7/20/2024									
1 Review app & Prep letter		732.50	7ELY	P	Paver Patio Zoning Application	R	08/13/24	09/11/24		8992	N
	Vendor Total:	732.50									
S0061	SEA BOX										
24-01015	09/05/24	CONTAINER RENTAL									
1 INV RI123153-CONTAINER RENTAL		75.00	4-01-26-310-001-025	B	Building Rental	R	09/05/24	09/11/24		RI123153	N
	Vendor Total:	75.00									
SHERW010	SHERWIN WILLIAMS PAINT										
24-00720	06/25/24	INV #0260-3									
1 MURIATIC ACID		51.58	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	06/25/24	09/11/24		0260-3	N
2 DISCOUNT 30% INV 0260-3		15.47	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	08/05/24	09/11/24		0260-3	N
		36.11									
	Vendor Total:	36.11									

Vendor #	Name	Description		Contract	PO Type			Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Stat/Chk	First Enc Date	Rcvd Date	Invoice	1099 Excl
Item Description				Type		Date	Date		
S0066	SPECTRASERV INC.								
24-00181	02/13/24								
3 INV 0000006848 8/23/24		3,756.00	4-09-55-501-002-540	B	Grit/Screening Disposal-Waste Mgmt	R	02/13/24 09/11/24	0000006848	N
Vendor Total:		3,756.00							
R0537	STITCHES N INK								
24-00984	08/27/24								
1 DAWES PARK STAFF T-SHIRTS		100.00	4-01-28-370-002-021	B	RECREATION SUMMER PROGRAM	R	08/27/24 09/11/24	22799	N
2 RE-BURN SCREENS INV 22799		30.00	4-01-28-370-002-021	B	RECREATION SUMMER PROGRAM	R	08/27/24 09/11/24	22799	N
		130.00							
Vendor Total:		130.00							
TMOBI005	T-MOBILE								
24-01007	09/05/24								
1 STOCKTON PARKING LOT CAMERAS		61.60	4-01-33-195-002-029	B	Computer Software/Maint/Equip	R	09/05/24 09/11/24	7/21/24-8/20/24	N
Vendor Total:		61.60							
TELCO005	TELCO BILL CENTER INC.								
24-01005	09/05/24								
1 POTSOLVE RECURRING CHGS SEP24		401.25	4-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		09/05/24 09/11/24	4727	N
Vendor Total:		401.25							
T0972	TIMBERWOLF TREE SERVICE								
24-00825	07/23/24								
1 OAK REMOVAL FROM GRANT ST PARK		4,000.00	4-01-26-290-001-129	B	Maint.& Replace-Street Trees	R	07/23/24 09/11/24	4273	N
Vendor Total:		4,000.00							
VECTO010	VECTOR SECURITY, INC.								
24-00440	04/15/24								
5 NEW FIRE ALARM SYSTEM DPW		865.00	4-01-26-310-001-024	B	Building Maintenance	R	08/29/24 09/11/24	74295033	N
6 NEW FIRE ALARM SYSTEM DPW		90.00	4-01-26-310-001-024	B	Building Maintenance	R	08/29/24 09/11/24	74509232	N
7 NEW FIRE ALARM SYSTEM DPW		114.00	4-01-26-310-001-024	B	Building Maintenance	R	08/29/24 09/11/24	74509232	N
8 NEW FIRE ALARM SYSTEM DPW		105.00	4-01-26-310-001-024	B	Building Maintenance	R	08/29/24 09/11/24	74509232	N
9 NEW FIRE ALARM SYSTEM WTP		865.00	4-09-55-501-001-503	B	Water Plant Maintenance	R	08/29/24 09/11/24	74385835	N
10 NEW FIRE ALARM SYSTEM WTP		735.00	4-09-55-501-001-503	B	Water Plant Maintenance	R	08/29/24 09/11/24	74385835	N
11 NEW FIRE ALARM SYSTEM WTP		91.00	4-09-55-501-001-503	B	Water Plant Maintenance	R	08/29/24 09/11/24	74392109	N
12 NEW FIRE ALARM SYSTEM WTP		123.91	4-09-55-501-001-503	B	Water Plant Maintenance	R	08/29/24 09/11/24	74392109	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk		First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type			Date	Date	Date		
Item Description												
VECTO010	VECTOR SECURITY, INC.	Account Continued										
13 NEW FIRE ALARM SYSTEM WTP		106.17	4-09-55-501-001-503	B	Water Plant Maintenance		R	08/29/24	09/11/24		74392109	N
		3,095.08										
	Vendor Total:	3,095.08										
V0019	VERIZON											
24-01020	09/06/24	ACCT 0001-46 8/31/2024 HPD										
1 ACCT 0001-46 8/31/2024 HPD		424.44	4-01-20-140-001-060	B	Internet Services and Web Services		R	09/06/24	09/11/24		257132741000146	N
	Vendor Total:	424.44										
W0071	WASTE MGMT OF NEW JERSEY, INC.											
24-00123	02/02/24	RES 2023-208 SLUDGE REMOVAL										
10INV3216542-0502-09/3/24		4,709.00	4-09-55-501-002-538	B	Sludge Removal/Disposal-Waste ManaR			08/12/24	09/11/24		3216542-0502-0	N
	Vendor Total:	4,709.00										
Total Purchase Orders: 43 Total P.O. Line Items: 91 Total List Amount: 70,882.86 Total Void Amount: 0.00												

Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	
CURRENT FUND	3-01	1,400.00	0.00	1,400.00	0.00	0.00	0.00	0.00
CURRENT FUND	4-01	39,753.13	0.00	39,753.13	0.00	0.00	0.00	0.00
	4-09	27,511.73	0.00	27,511.73	0.00	0.00	0.00	0.00
	4-21	0.00	0.00	0.00	0.00	0.00	0.00	818.00
	Year Total:	67,264.86	0.00	67,264.86	0.00	0.00	0.00	818.00
LAW ENFORCEMENT TRUST FI	T-14	1,400.00	0.00	1,400.00	0.00	0.00	0.00	0.00
Total Of All Funds:		70,064.86	0.00	70,064.86	0.00	0.00	0.00	818.00

Project Description	Project No.	Rcvd Total
Easement Agreement	133MONMOUT	33.00
Site Plan Application #2020-01	3PRCLLC	52.50
Paver Patio Zoning Application	7ELY	732.50
Total Of All Projects:		818.00

Resolution 2024-164

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

A RESOLUTION AUTHORIZING THE EXECUTION OF A “USE AND LICENSE AGREEMENT” WITH HIGHTSTOWN-EAST WINDSOR HISTORICAL SOCIETY (“HEWHS”), CONCERNING THE HIGHTSTOWN FAMILY FAIR TO BE HELD AT BANK STREET AND ROCKY BROOK PARK ON OCTOBER 5, 2024.

WHEREAS, the Hightstown-East Windsor Historical Society (“HEWHS”) has made application to the Borough of Hightstown (the “Borough”) to conduct a family fair and related activities known as the “*Hightstown Family Fair*” (the “Family Fair”) at Bank Street and Rocky Brook Plaza in the Borough, on October 5, 2024; and

WHEREAS, the Borough is willing to approve the Family Fair subject to the terms and conditions set forth in the attached Use and License Agreement (the “Agreement”).

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

1. That the Mayor and Borough Council hereby approve the Family Fair pursuant to the terms and conditions set forth in the attached Agreement.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Agreement, related to the Family Fair.
3. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:
 - a. Hightstown-East Windsor Historical Society;
 - b. Dimitri Musing, Borough Administrator; and
 - c. Frederick C. Raffetto, Esq., Borough Attorney.

CERTIFICATION

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

Margaret Riggio
Borough Clerk

BOROUGH OF HIGHTSTOWN
USE AND LICENSE AGREEMENT

This Use and License Agreement (the "**Agreement**") is made on _____, 2024 by and between the **Borough of Hightstown**, with an address of 156 Bank Street, Hightstown, New Jersey 08520 (also referenced as the "**Borough**") and the **Hightstown-East Windsor Historical Society**, with an address of 164 N. Main Street, Hightstown, New Jersey 08520 (also referenced as "**HEWHS**") with respect to a family fair and related activities known as the "*Hightstown Family Fair*" (the "**Family Fair**" or "event") intended to be held in the Borough of Hightstown on **October 5, 2024**. Together, the Borough and HEWHS shall be known as the "**Parties**" and each shall be a "**Party**". In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Term; Facilities; Permitted Uses; HEWHS's Responsibilities; Fees.**

(a) The within Agreement is intended to govern the terms and conditions associated with the conduct of the Family Fair in the Borough on October 5, 2024.

(b) On October 5, 2024, HEWHS shall have the exclusive right to use Bank Street and Rocky Brook Park (the "**Facilities**") for the purpose of managing and conducting the Family Fair and all related activities and operations within the Facilities, including, but not limited to, live music entertainment, concessions, sale of food and beverages, sale of merchandise, marketing and promotional activities, street closure(s), and related activities (collectively, the "**Permitted Uses**").

The Parties also acknowledge that, by virtue of this Agreement, all Permitted Uses, street closure(s) and other activities contemplated by this Agreement are deemed approved and permitted by the Borough, subject only to the receipt of necessary approval(s) required from any other outside agencies, if any.

(c) The Facilities may be used by HEWHS and its vendors, concessionaires and contractors on October 5, 2024 for the purpose of deliveries, loading in, installing equipment, parking (subject to the restriction set forth below), preparing the Facilities, packing, removal of all equipment, and such other purposes as are reasonably related to the use for which HEWHS is being allowed to use the Facilities as agreed to by the Parties. HEWHS agrees at all times that HEWHS, its vendors, concessionaires and contractors shall use the Facilities pursuant to the provisions of this Agreement, that HEWHS will use good faith efforts, and shall cause its vendors, concessionaires and contractors to use good faith efforts, to minimize any material adverse and/or disruptive effects from the Family Fair on the residents of and the businesses located in the Borough. Parking within Rocky Brook Park (the "**Park**") shall only be permitted on the gravel portion of the Park and shall not be allowed on the lawn/grassy areas.

(d) HEWHS shall be required to obtain all permits, licenses and approvals (collectively, the "**Permits**") that are required from applicable local and/or outside agencies in order to hold the Family Fair and conduct the Permitted Uses in accordance with the

terms and conditions set forth in this Agreement. The Borough shall assist HEWHS with the issuance of all such Permits and, further, shall not unreasonably withhold, condition or delay the issuance of such Permits.

(e) HEWHS represents that it has inspected the Facilities and that it agrees to accept same in its “AS-IS” condition. HEWHS finds and accepts that the Facilities are safe and reasonably suited for the Family Fair. Except as expressly made in this Agreement, the Borough makes no representations or warranties with respect to the condition of the Facilities or their suitability for HEWHS’s use. HEWHS shall be required to return the Facilities to the same or reasonably similar condition as that which existed immediately prior to the Family Fair. The payment for damages directly caused by the Family Fair shall be the sole responsibility of HEWHS, except to the extent that any damages are caused by the Borough, its departments, or their respective officers, directors, employees, or representatives.

(f) The Borough’s Chief of Police and Superintendent of Public Works shall determine the number of Borough employees from the Police Department and the Department of Public Works (the “DPW”), respectively, that are reasonably anticipated to be necessary to assist with the event, and HEWHS agrees to abide by this determination.

As for police personnel, the Parties agree that HEWHS shall abide by the requirements of Section 2-19-19 of the Borough Code with regard to the engagement of any off-duty police officers that are determined by the Police Chief to be needed to assist with the Family Fair. It shall be the responsibility of HEWHS to contact and coordinate with the Borough’s outside third-party employment company (Jobs4Blue) concerning the hiring of any such off-duty police officers.

As for DPW personnel, HEWHS shall deposit the sum of six thousand five hundred and 00/100 dollars (\$6,500.00) in escrow with the Borough no later than September 23, 2024 to cover the costs associated with the provision of employees from the DPW that are needed to assist with the Family Fair. The number of DPW employees that are needed shall be determined in the sole discretion of the Superintendent of Public Works. DPW employees that are needed for the event shall be deemed “on-duty” for the duration of their services during the Family Fair and shall conform to all Borough personnel policies, rules, regulations and procedures. The rate charged by the Borough for DPW employees shall be in accordance with the regular Borough hourly rate associated with the specific employee(s) utilized, calculated at time and one-half per hour. The funding posted by HEWHS shall be held in escrow until the conclusion of the event, when a final reconciliation of the actual costs incurred shall be undertaken. After the event, the Borough shall provide HEWHS with an accounting of the actual costs incurred. If the amount held in escrow exceeds the actual costs incurred for DPW employees utilized, then the balance shall be returned to HEWHS, following the adoption of a Resolution authorizing the same is approved by the Borough Council. Alternatively, if the amount held in escrow is less than the actual costs incurred, then HEWHS shall be required to pay the additional amounts owed to the Borough within fourteen (14) days of receipt of an invoice from the Borough concerning the same.

The Parties agree that the Family Fair shall be a “rain or shine” event. If cancellation should occur with less than twelve (12) hours’ notice for any reason , then the applicable police and DPW employees who were scheduled to work the event will receive compensation for four (4) hours of service, per employee.

2. **Utilities, Electricity, Water.** HEWHS shall, at its sole cost and expense, contract with applicable third parties, if needed, for the provision of electricity, water, ADA accessible restroom facilities, and other utility services necessary for the Family Fair.

3. **Lost Articles.** Subject to applicable laws, HEWHS shall have the sole right to collect and have custody of articles left in the Facilities by persons attending the Family Fair. HEWHS shall use reasonable efforts to return such property to the rightful owners in accordance with applicable laws. Persons in the Borough’s employ shall not interfere with the collection or custody of such articles.

4. **Coordination of Activities; Emergencies.** The Parties shall reasonably cooperate with each other and keep each other informed on an ongoing and continuous basis with respect to their activities and responsibilities in connection with the Family Fair. In all cases of emergency, the Borough’s Police and/or Fire Departments shall have sole authority and jurisdiction to maintain public safety within the Facilities.

5. **INDEMNIFICATION.**

HEWHS AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS THE BOROUGH AND ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS, ADMINISTRATORS, EMPLOYEES, COUNCIL MEMBERS, DIRECTORS, VOLUNTEERS, CONTRACTORS, INSURERS, THE BOROUGH’S INSURANCE CARRIER, PROFESSIONALS AND OTHER REPRESENTATIVES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AND ON THE CERTIFICATE OF INSURANCE PROVIDED FROM HEWHS’ INSURANCE CARRIER AS THE “BOROUGH OF HIGHTSTOWN”) FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DAMAGES, EXPENSES, SUITS, PROCEEDINGS, JUDGMENTS, COSTS, PENALTIES AND DEFENSE COSTS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO HEREIN AS “CLAIMS”) ARISING FROM OR IN ANY WAY RELATED TO THE HIGHTSTOWN FAMILY FAIR, WHETHER SUCH CLAIMS ARE DIRECT OR VICARIOUS, RESULTING IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH TO ANY PERSON OR ENTITY.

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL BE CONSTRUED AS BROADLY IN FAVOR OF INDEMNIFICATION AS PERMITTED UNDER NEW JERSEY LAW, AND SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR MATTERS THAT OCCUR DURING THE TERM OF THIS AGREEMENT AND SHALL NOT BE LIMITED OR CONDITIONED ON THE AVAILABILITY OF THE INSURANCE COVERAGES SET FORTH IN PARAGRAPH 6 HEREOF.

6. **Insurance Requirements.** HEWHS covenants and agrees to maintain and pay all premium costs and policy deductibles/self-insured retentions for the following insurance coverages in amounts not less than specified throughout the duration of the Family Fair; it being understood that each such policy must be an “occurrence form” of coverage and not “claims made” policies:

(a) Commercial General Liability Insurance for limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) general aggregate limit per event. The policy shall be written on an occurrence basis.

(b) Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000.00) combined and covering all non-owned and hired vehicles.

(c) Umbrella Liability Insurance at not less than One Million Dollars (\$1,000,000.00) limit providing excess coverage over all limits and coverages noted in paragraphs (a) and (b) above. This policy shall also be written on an occurrence basis.

(d) The Policies set forth in Paragraphs (a), (b) and (c) above shall be endorsed to list the Borough (including all parties that are referred to in Paragraph 5 above as being part of the “Borough of Hightstown”) as “Additional Insureds” with respect to any and all Claims and the requirements of this Paragraph 6(d). Further, coverage for the “Additional Insureds” will apply on a primary basis for matters for which HEWHS is liable under this Agreement irrespective of any other insurance, whether collectible or not. The within Agreement shall satisfy the requirement for a “written contract” in order for additional insured status to apply, pursuant to the Certificate of Liability Insurance provided to the Borough by the insurance provider for HEWHS. Amusement rides, bounce houses, and/or any similar child amusement devices, if any, shall be subject to additional insurance requirements by the party providing such services. If any such devices are intended to be utilized at the event, HEWHS shall ensure that the party providing such services adheres to any additional insurance requirements deemed necessary by the Borough’s insurance carrier. HEWHS must advise the Borough at least fourteen (14) days prior to the event if such devices are intended to be utilized.

(e) HEWHS will deliver to the Borough satisfactory evidence of the afore-described insurance coverage on a certificate form approved by the Borough along with copies of the subject policies with all endorsements, by no later than September 23, 2024. All required insurance will be placed with carriers licensed to do business in the state of New Jersey and which have a rating in the most current edition of A.M. Best’s Property Casualty Key Rating Guide that is reasonably acceptable to the Borough. HEWHS will provide the Borough with written notice of cancellation or non-renewal of such policies prior to the event. In case of cancellation, alternative coverage must be provided by HEWHS at least forty-eight (48) hours prior to the event or else the event shall be cancelled and HEWHS shall be liable for the costs associated with four (4) hours of service, per employee, for all Borough police and DPW employees who were scheduled to work the event.

(f) The insurance obligations stated in this section are independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other sections of this Agreement.

7. **Transfer Restrictions.** HEWHS shall not assign, delegate or transfer, including by operation of law, sale of assets, merger or otherwise, this Agreement or any of its rights or obligations, in whole or in part, under this Agreement to any third party without the Borough's prior written consent, except that HEWHS has the right, without obtaining the Borough's consent, to assign, delegate or transfer this Agreement and any of its rights or obligations (in whole or in part) to any contractor providing services in connection with the Family Fair and to any affiliate or subsidiary without releasing HEWHS from any liability in accordance with the terms of this Agreement.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any and all notices or other communication required or permitted under or pursuant to this Agreement shall be in writing and shall be delivered via electronic (email) communication to the other Party.

Copies of any notices sent to HEWHS shall be sent to:

GREGORY CIANO

Hightstown-East Windsor Historical Society

Email address: HIGHTSEWHS@GMAIL.COM

Copies of any notices sent to the Borough shall be delivered to the Borough Administrator at the following address:

Dimitri Musing, Borough Administrator

Hightstown Borough

Email address: administrator@hightstownborough.com

Copies of any notices sent to the Borough shall also be sent to:

Margaret Riggio, Borough Clerk

Hightstown Borough

Email address: priggio@hightstownborough.com

9. **Authorized Signatories.** Each of the signatories represents and warrants that they have obtained, through Board, shareholder, managing member, partner, or governing body approval, or otherwise possess, the requisite legal authority to execute the Agreement and hereby intends to and does bind the Party on whose behalf they have provided their signatures, to the terms of the Agreement.

10. **Other Provisions.**

(a) This Agreement may not be modified, altered or amended except by a written instrument signed by the Parties hereto. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed

separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. No course of dealing or delay by any Party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that Party, and no waiver by a Party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

(b) This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed wholly therein without regard to any principles of conflicts of laws.

(c) The Parties to this Agreement are independent contractors, and no partnership, joint venture or employment relationship between them is intended or created hereby. No Party shall have the right, power or authority to waive any right, grant any release, make any contract or other agreement, or assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party or to bind the other Party in any manner for anything whatsoever or otherwise to act in the name of the other Party except as expressly set forth in this Agreement.

(d) This Agreement embodies the entire agreement and understanding of the Party with respect to the subject matter hereof and supersedes all prior agreements or understandings, oral or written, with respect to the subject matter hereof. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. Facsimile and/or electronically scanned signatures shall be deemed original for all purposes.

(e) The obligations and duties of set forth in this Agreement shall be binding upon the Parties and their successors and permitted assigns, and the rights of this Agreement shall inure to the benefit of permitted successors and assigns. The Parties agree to take such further acts and to execute such further documents that may be necessary or convenient to carry out the intents and purposes of this Agreement.

(f) If any of the requirements set forth in this Agreement are not met by the HEWHS, then, in the discretion of the Borough, the event may be cancelled and the Park Use Permit previously issued for the event may be revoked. In such case, the Borough shall have no liability to HEWHS, nor shall the Borough be subject to any claims, causes of action and/or liabilities whatsoever relating to the Family Fair.

IN WITNESS WHEREOF, the **Parties** hereto have executed this Agreement as of the ___ day of _____, 2024.

ATTEST/WITNESS:


Borough of Hightstown

Margaret Riggio, Borough Clerk

By: _____
Susan Bluth, Mayor

Hightstown-East Windsor Historical
Society

GREGORY CIANO (Print Name)

By: 
VICE-PRESIDENT (Title)

Resolution 2024-165

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

AUTHORIZING THE INCREASE OF THE CASH DRAWER AMOUNT FOR THE MUNICIPAL TAX/UTILITY COLLECTOR

WHEREAS, the Borough of Hightstown Tax/Utility Collector is responsible for the receipt and handling of tax and utility payments; and

WHEREAS, the Tax/Utility Collector currently maintains a cash drawer in the amount of \$100, which has been determined to be insufficient to efficiently handle the volume of cash transactions on a daily basis; and

WHEREAS, the Chief Financial Officer has reviewed the recommendation of the Tax/Utility Collector and finds it necessary and in the best interest of efficient financial operations to increase the cash drawer to \$200.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, that the cash drawer for the Municipal Tax Collector be increased from \$100 to \$200 effective immediately; and

BE IT FURTHER RESOLVED that the Deputy CFO and Tax/Utility Collector are hereby authorized to take any and all necessary actions to implement 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 September 16, 2024.

Margaret Riggio
Borough Clerk

Resolution 2024-166

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

ACCEPTING MEMBERSHIP OF JACOB KURS IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Jacob Kurs of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Mr. Kurs has undergone and passed the required physical examination, and her membership application has been reviewed and approved by Fire Chief Donald Derr.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Jacob Kurs in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

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

Margaret Riggio
Borough Clerk

Resolution 2024-167

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

ACCEPTING MEMBERSHIP OF JONATHAN MORENO IN HIGHTSTOWN ENGINE CO. NO. 1

WHEREAS, Jonathan Moreno of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Jonathan Moreno has undergone and passed the required physical examination, and her membership application has been reviewed and approved by Fire Chief Donald Derr.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the membership of Jonathan Moreno in Hightstown Engine Company No. 1 is hereby accepted.

BE IT FURTHER RESOLVED that a certified copy of this resolution shall be forwarded to Hightstown Engine Co. #1.

CERTIFICATION

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

Margaret Riggio
Borough Clerk

Resolution 2024-168

BOROUGH OF HIGHTSTOWN
COUNTY OF MERCER
STATE OF NEW JERSEY

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2024 BUDGET

WHEREAS, an emergent condition has arisen with respect to inadequate appropriation balances remaining in some line items of the 2024 temporary budget; and

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of emergency appropriations for the purposes above mentioned; and

WHEREAS, it is the desire of the Mayor and Council to create emergency temporary appropriations as set forth on Schedule “A,” attached; and

WHEREAS, the total emergency temporary appropriations in resolutions adopted in the year 2024 pursuant to the provisions of N.J.S.A. 40A:4-20 (Chapter 96, P.L. 1951, as amended), including this resolution, total:

	<i>THIS RESOLUTION</i>	<i>PREVIOUS TOTAL</i>	<i>CUMULATIVE TOTAL</i>
Current	12,000.00	3,614,183.00	3,626,183.00
Capital Outlay – Current	0.00	0.00	0.00
Debt Service - Current	0.00	0.00	0.00
Water/Sewer	100,000.00	1,445,000.00	1,545,000.00
Capital Outlay – W/S	0.00	0.00	0.00
Debt Service - W/S	0.00	111,000.00	111,000.00
TOTAL	112,000.00	5,170,183.00	5,282,183.00

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown (not less than two-thirds of all the members of thereof affirmatively concurring) that, in accordance with N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation is hereby made for each item listed on the schedules that are attached hereto and made a part hereof;
2. Each emergency appropriation listed will be provided for in the 2024 budget under the same title as written herein;
3. One certified copy of this resolution will be filed with the Director of Local Government Services, and a copy provided to the Chief Finance Officer.

CERTIFICATION

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

Margaret Riggio
Borough Clerk

Borough of Hightstown
Emergency Temporary No. 15
9/16/2024

SCHEDULE "A"

Current Fund

Uniform Fire Safety Act	Salaries and Wages	1,000.00
Sanitation	Other Expenses	10,000.00
Cultural Arts	Other Expenses	1,000.00
Total Current Fund		<u>12,000.00</u>

Water-Sewer Operating Fund

Other Expenses		100,000.00
Total Water Sewer Operating		<u>100,000.00</u>

Total		<u><u>112,000.00</u></u>
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Borough of Hightstown

156 Bank Street, Hightstown, NJ 08520

(609) 490-5100 Ext 617

Website: www.hightstownborough.com

Email: Planning@HightstownBorough.com

September 13, 2024

Dear Mayor & Council,

The Hightstown Family Fair & the Rise Latino Festival have come to me requesting to install yard signs for upcoming special events. Please see attached photos of the proposed sign as well as a letter from the event representative.

Hightstown Family Fair is being held on Saturday, October 5, 2024 on Bank Street. They are proposing 18"x24" (or 3 square feet) yard signs to be installed from September 21 through October 6, 2024 in the following locations:

- Franklin Street (near 265 Franklin Street)
DTG Downtown Gateway
- Mercer Street (near 415 Mercer Street)
H-C Highway Commercial
- South Main Street (near 609 South Main Street & the entrance to Peddie golf Course)
R-1 Residential District
- 164 North Main Street
DTC Downtown Core
- 103 Oak Lane
R-3 Zone
- 100 North Academy Street
R-4 Residential District
- Franklin Street & North Main Street
DTC Downtown Core

RISE's Latino Festival is taking place on Saturday, September 28, 2024 at the Hightstown High School. They are proposing 18"x24" (or 3 square feet) yard signs to be installed from September 17 through September 29, 2024 in the following locations:

- 187 Stockton Street – Methodist Church
R-4 Residential District
- 223 Franklin Street – St. Anthony's Catholic Church
DTG Downtown Gateway
- 116 Broad Street – Seventh Day Adventist Church
R-3 Residential District
- Memorial Park (North Main Street)
DTC Downtown Core
- Rocky Brook Park (Bank Street)
R-3 Residential District

Special Event Signs

- 114 Franklin Street – Hightstown Memorial Library
DTC Downtown Core
- 219 Franklin Street – RISE Offices
DTG Downtown Gateway

Residential Districts allow a freestanding sign, but it's limited to two square feet. Therefore, a resolution by Council would be required to allow the signs.

§ 29-1-16 **Residential Zones - R-1-2-3-4, R-MF, R-PE, R-PF.**

In all residential zones the following signs shall be permitted:

- A. Signs for residential and institutional uses.
 - (1) One freestanding residential sign shall be permitted per lot. Sign area not to exceed two square feet.
 - (2) One freestanding sign identifying a multifamily housing development, shall be permitted on each street frontage that provides direct access to the property, provided that such sign does not exceed a total sign area along any one street of 12 square feet.
 - (3) In addition to any freestanding sign that may be permitted, institutional uses shall also be permitted changeable copy signs in accordance with § 29-1-8 of this article.
- B. Signs in accordance with § 29-1-6 of this article.
- C. Directional signs in accordance with § 29-1-9 of this article.

Residential Districts allow a freestanding sign, but it's limited to two square feet. Therefore, Council approval would be required to allow the signs.

§ 29-1-17 **Office Residential Zones - DTG Downtown Gateway.**

In the DTG Downtown Gateway, the following signs only shall be permitted:

- A. Freestanding Sign. One freestanding sign may be erected on each street frontage that contains a minimum of 50 feet of frontage and with direct vehicular access from that street. The maximum permitted sign area shall be 12 square feet per sign and the height of the sign shall not exceed four feet.
- B. Facade Sign. One facade sign per building shall be permitted, provided that the sign area shall not exceed six square feet, nor project more than eight inches from the building or structure.
- C. Directory Signs. In accordance with § 29-1-10 of this article.
- D. Directional Signs. In accordance with § 29-1-9 of this article.
- E. Signs in accordance with § 29-1-6 of this article.

Downtown Gateway allows a freestanding sign with a maximum of 12 square feet. The size of the signs meet this requirement.

§ 29-1-18 **Commercial and Highway, Business and Industrial Zones - DTC Downtown Core, HC and I.**
[Ord. No. 2016-10]

Signs can enhance the image and appearance of Hightstown. In the above zones, the following signs only shall be permitted:

- A. Facade Sign. One facade sign may be erected facing each street frontage with direct vehicular access from that street. The sign area shall not exceed 10% of the total facade area, including window and door area, or 40 square feet per sign, whichever is less. Sign must be applied directly to the facade and not project more than eight inches.
- B. Freestanding Sign. One freestanding sign may be erected on each street frontage that contains a minimum of 100 feet of frontage and with direct vehicular access from that street. The maximum permitted sign area shall be 40 square feet per sign and the height of the sign shall not exceed 30 feet.
- C. Window signs not to exceed 10% of the total glass area and installed on the inside of the window. Lettering shall be limited to three colors.
- D. Changeable copy signs in accordance with § 29-1-8 of this article.
- E. Directional signs in accordance with § 29-1-9 of this article.
- F. Directory signs in accordance with § 29-1-10 of this article.
- G. Grand opening signs in accordance with § 29-1-12 of this article.
- H. Window signs in accordance with § 29-1-14 of this article.
- I. Signs in accordance with § 29-1-6 of this article.

Downtown Core and Highway Commercial also allow freestanding signs with a maximum of 40 square feet. The size of the signs meet this requirement.

- B. Banners, pennants, streamers, spinners or similar devices constructed of cloth, light fabric, cardboard, plastic, vinyl, or other like material, and lights and searchlights, displayed for the purpose of attracting the attention of pedestrians or motorists, except as permitted for special events not to exceed four times per year for a maximum two-week period and not exceeding 16 square feet.

Since the type of yard sign being requested is for a special event, I would consider it similar to a special event banner as listed in §29-1-5.B, given it can only be placed for a temporary time-frame of two-weeks and removed 24 hours after the event.

- T. Special event signs on lands under the jurisdiction of the Board of Recreation Commissioners as defined in § 2-31-5 of the Borough Code. Such signs shall require the prior written approval of the Board of Recreation Commissioners and must conform to the relevant provisions of this article. Approved signs shall not be erected for more than two weeks and shall not exceed 16 square feet. All signs shall be removed within 24 hours of the conclusion of the event.

§29-1-6.T states that special event signs be exempt from permits on lands under the jurisdiction of the Board of Recreation Commissioners. Since the Board has been decommissioned, I would ask that Council consider granting the allowance of the special event signs in Borough parks with the same two-week time-frame as the section of code calls for.

My recommendations are as follows:

1. The signs be approved since they meet the maximum size requirement of 16 square feet for a banner.
2. The signs do not exceed the two-week maximum period for display.
3. The signs are taken down within 24 hours after the events are over.
4. The sign's location(s) do not affect the line of sight for cars or pedestrians. The exact location is to be approved by the Zoning Officer before the signs are installed.
5. I will inspect that the signs are installed as requested.
6. A letter from the property owners that they approve locating the signs on or in front of their property.
7. If someone wanted display a banner, they would come to the zoning office and file a sign application along with a \$50 fee. The same procedure should be followed for the proposed signs.

Having community events is one of the benefits of our small town. My further recommendation is that the current sign ordinance be scrutinized for clarity and future situations that may arise in the future for special events.

Sincerely,

A handwritten signature in black ink, appearing to read "Jane Davis". The signature is fluid and cursive, with the first name "Jane" being more prominent than the last name "Davis".

Jane Davis
Zoning Officer

Enc.

Hightstown-East Windsor Historical Society
164 North Main Street
Hightstown, NJ 08520

September 7, 2024

Hightstown Borough
156 Bank Street
Hightstown, NJ 08520

Dear Jane Davis,

We are at the point in planning the fair where we are ready to promote with signage around the borough. The information below lays out the particulars.

Event Type: Craft vendor and food truck fair.

Sign Size: 18" x 24"

Sign Locations:

- "Welcome to Hightstown" signs on Franklin Street, Mercer Street, South Main Street, and North Main Street.
- 164 North Main Street (Historical Society (1 on North Main and 1 on Bank Street).
- 103 Oak Lane (across from Grace Norton Rogers Elementary.
- 100 North Academy (home of the Methodist Church Pastor, 1 on Stockton Street and 1 on Rogers Street).
- Corner of Franklin Street and Main Street.

Sign Description: Promoting the fair with event name, location, date, and time.

Sign Installation Dates: September 21 – October 6, 2024.

Feel free to reach out to me at 732.801.8452 or gregory.ciano@gmail.com if you require more information.

Sincerely,

Gregory Ciano
Fair Committee Chair



Hightstown Family Fair

**October 5 | 10a
4p**
Bank Street



sponsored by
George's Garage & Towing | Allen & Stults Co., Inc. | McCaffrey's Food Market | DCruz Insurance

From: [Juan Cobos](#)
To: [Hightstown Planning Board](#)
Subject: Latino Festival please let me know if you receive
Date: Thursday, September 12, 2024 2:51:43 PM
Attachments: [image_50450433.JPG](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Jane,

I hope you're well. I attached the photo of the sign for your reference. We plan to place the signs in the following locations:

1. Methodist Church
2. Catholic Church
3. Adventist Church
4. Memorial Park
5. Rocky Brook Park
6. Hightstown Library
7. Rise Offices

Please let me know if you have any questions or need further information.

Best regards,

Juan M COBOS



rise

Latino Festival

Saturday, September 28th

**Hightstown High School
25 Leshin Lane, Hightstown
12pm to 6pm**

MUSIC - DANCE - CRAFTS - GAMES - FOOD
Free and Open to the Public

Resolution 2024-169

*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 September 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:

Personnel – Retroactive Pay

Contract Negotiations – Professional Services – 2025

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 December 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 September 16, 2024.

Margaret Riggio
Borough Clerk