

AGENDA
Hightstown Borough Council
February 3, 2025 | 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 Trentonian 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 January 21, 2025 Public Session
January 21, 2025 Executive 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

2025-01 Final Reading and Public Hearing Ordinance to Exceed the 2025 Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A:4-45.14)

2025-02 Final Reading and Public Hearing Ordinance Amending Section 3(a) of Bond Ordinance #2023-09 of the Borough of Hightstown, in the County of Mercer, New Jersey, Finally Adopted June 5, 2023, in Order to Include an Additional Project.

2025-03 Final Reading and Public Hearing An Ordinance Amending and Supplementing Chapter 7, Entitled "Traffic", Article 7-1-10, Entitled "Temporary Parking Prohibition for Snow Plowing and Removal", of the "Revised General Ordinances of the Borough of Hightstown, New Jersey."

Resolutions

2025-45 Authorizing Payment of Bills

2025-46 Authorizing a Shared Services Agreement Between the Borough of Hightstown and the Township of Robbinsville for the Renovation and Sharing of a New Police/Municipal Court Facility

Consent Agenda

2025-47 Authorizing Payment No. 4 and Change Order No. 2 – Earle Asphalt Improvements to Orchard Avenue, Meadow Drive, Clover Lane, and South Main Street

2025-48 Authorizing a Shared Services Agreement with Robbinsville Township for Automotive Repair Services

2025-49 Authorizing a Renewed Shared Services Agreement with Mercer County for EMS Dispatch Services

2025-50 Accepting Membership of Peter L. McClellan in Hightstown Engine Co. No. 1

2025-51 Resolution Authorizing the Mercer County Hightstown Small Business and Non-profit grant Workshop as a Borough Sponsored Event

2025-52 Authorizing a Refund for Bulk Garbage Fee

2025-53 Resolution Making and Confirming Appointments for the Board of Health and the Hightstown Housing Authority

Discussion

Subcommittee Reports

Mayor/Council/Administrative Updates

Executive Session **Resolution 2025-54** Authorizing a Meeting that Excludes the Public

Contract Negotiations – First Aid Donation

Contract Negotiations – Dawes Park

Contract Negotiations – Health Agreement

Personnel – Finance Office

Adjournment

Borough of Hightstown
County of Mercer

Ordinance 2025-01

**ORDINANCE TO EXCEED THE 2025 MUNICIPAL BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Hightstown in the County of Mercer finds it advisable and necessary to increase its CY 2025 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 1.0% increase in the budget for said year, amounting to \$71,863.17 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS, the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years;

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Hightstown in the County of Mercer , a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2025 budget year, the final appropriations of the Borough of Hightstown shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$251,521.08 and that the CY 2025 municipal budget for the Borough of Hightstown be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

Borough of Hightstown
County of Mercer

Ordinance 2025-01

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduction: January 21, 2025

Adoption: **PUBLIC HEARING SCHEDULED FOR FEBRUARY 3, 2025**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Borough of Hightstown
County of Mercer

Ordinance 2025-02

ORDINANCE AMENDING SECTION 3(A) OF BOND ORDINANCE #2023-09 OF THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, FINALLY ADOPTED JUNE 5, 2023, IN ORDER TO INCLUDE AN ADDITIONAL PROJECT.

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 One. Section 3(a) of Bond Ordinance #2023-09 of the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"), finally adopted June 5, 2023, is hereby amended to read as follows:

"The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to the anaerobic digester for the water-sewer utility, including cleaning, painting and inspection of the digester cover, cleaning of the digester and inspection for potential repairs, the replacement of the Perth mixing system with a new jet mixing system and critical repairs to the fine screen at the Advanced Waste Water Treatment Plant consisting of a full on-site rebuild of current equipment, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto."

Section Two. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purpose authorized herein is 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.

Borough of Hightstown
County of Mercer

Ordinance 2025-02

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

Introduction: January 21, 2025

Adoption: **PUBLIC HEARING SCHEDULED FOR FEBRUARY 3, 2025.**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Borough of Hightstown
County of Mercer

Ordinance 2025-03

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, ENTITLED “TRAFFIC”, ARTICLE 7-1-10, ENTITLED “TEMPORARY PARKING PROHIBITION FOR SNOW PLOWING AND REMOVAL”, OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY.”

WHEREAS, the Public Works Superintendent has recommended that certain streets in the Borough prohibit parking during snowfalls to permit the plowing and removal of snow; and

WHEREAS, the Borough Council has reviewed and concurs with these recommendations.

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

Section 1. Chapter 7 “Traffic”, Article 7-1-10 entitled “Temporary Parking Prohibition for Snow Plowing and Removal” is hereby amended as follows (underline for additions, strikethroughs for deletions):

Article 7-1-10 Temporary Parking Prohibition for Snow Plowing and Removal.

a. Whenever, snow has fallen and the accumulation is such that it covers the streets or highways, an emergency shall exist and no vehicle shall be parked on the streets or highways or portions thereof indicated.

The above parking prohibition shall remain in effect after the snow has ceased until the streets have been plowed sufficiently and to the extent that parking will not interfere with the normal flow of traffic.

b. An unoccupied vehicle parked or standing in violation shall be deemed a nuisance and a menace to the safe and proper regulation of traffic and any police officer may provide for the removal of such vehicle. The owner shall pay the reasonable costs of the removal and storage which may result from such removal before regaining possession of the vehicle.

Name of Street	Sides	Location
Academy Street	Both	From Bank Street to Mercer Street
Bank Street	Both	From North Main Street to Academy Street
Church Street	Both	From Rogers Avenue to Stockton Street
Clinton Street	Both	From Cole Avenue to Maxwell Avenue
Cole Avenue	Both	From Franklin Street to Clinton Street
<u>Dey Street</u>	<u>South</u>	<u>From Summit Street to Center Street</u>
East Ward Street	Both	From Maxwell Avenue to South Main Street
First Avenue	Both	From Summit Street to Outcalt Street
Forman Street	Both	Entire Length
Harron Avenue	Both	From Morrison Avenue to Stockton Street

Borough of Hightstown
County of Mercer

Ordinance 2025-03

Joseph Street	Both	Second Avenue to Stockton Street
Morrison Avenue	Both	From Hausser Avenue to Academy Street
Oak Lane	Both	From Stockton Street to Lincoln Avenue
Outcalt Street	Both	From Morrison Avenue to Rogers Avenue
Purdy Street	Both	Entire Length
Reed Street	Both	Mechanic Street to Rev. William L. Powell Drive
Rogers Avenue	Both	From Stockton Street to Mercer Street
Second Avenue	Both	From Joseph Street to Outcalt Street
South Street	Both	From South Main Street to Mercer Street
Summit Street	Both	From Stockton Street to Mercer Street
Ward Street	Both	From Mercer Street to South Main Street
Westerlea Avenue	Both	From Leshin Lane to Grape Run Road
William Street	Both	From North Main Street to Cranbury Station Road

Section 2. Severability. If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

Section 3. Effective Date. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 4. Repealer. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced: January 21, 2025

Adopted: **PUBLIC HEARING SCHEDULED FOR FEBRUARY 3, 2025**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Borough of Hightstown
County of Mercer

Resolution 2025-45

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 \$318,607.88 from the following accounts:

Current	\$144,451.55
W/S Operating	47,328.18
General Capital	119,615.65
Water/Sewer Capital	1,120.00
Grant	75.00
Trust	0.00
Unemployment Trust	0.00
Animal Control	0.00
Law Enforcement Trust	0.00
Tax Lien Trust	0.00
Housing Trust	0.00
Public Defender Trust	900.00
Escrow	<u>5,117.50</u>
Total	<u>\$318,607.88</u>

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on _____.

Margaret Riggio, Borough Clerk

Hightstown Borough Council
February 3, 2025 Meeting
Borough of Hightstown
 Bill List By Vendor Name

Ranges			Item Status		Purchase Types		Misc				
<i>Range: First to Last</i> <i>Rcvd Batch Id Range: First to Last</i>			<i>Open: N</i> <i>Void: N</i> <i>Paid: N</i> <i>Held: Y</i> <i>Aprv: N</i> <i>Rcvd: Y</i>		<i>Bid: Y</i> <i>State: Y</i> <i>Other: Y</i> <i>Exempt: Y</i>		<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>				
<i>Vendor #</i>	<i>Name</i>										
<i>P.O. #</i>	<i>PO Date</i>	<i>Description</i>	<i>Contract</i>		<i>PO Type</i>						
<i>Item Description</i>		<i>Amount</i>	<i>Charge Account</i>	<i>Acct Description</i>	<i>Type</i>	<i>Stat/Chk</i>	<i>First Enc Date</i>	<i>Rcvd Date</i>	<i>Chk/Void Date</i>	<i>Invoice</i>	<i>1099 Excl</i>
APRUZ005	APRUZZESE, MCDERMOTT, MASTRO &										
25-00084	01/28/25	LABOR INV 234722 DEC 2024									
1 LABOR INV 234722 DEC 2024		\$2,109.00	4-01-20-155-001-031	B	Labor,Personnel & Union Council	R	01/28/25	01/29/25		234722	N
2 PHOTOCOPIES INV234722 DEC 2024		\$0.50	4-01-20-155-001-031	B	Labor,Personnel & Union Council	R	01/28/25	01/29/25		234722	N
		\$2,109.50									
	Vendor Total:	\$2,109.50									
CLARK005	CLARKE CATON HINTZ										
25-00079	01/23/25	Billing through 12/27/2024									
1 Prep/Rev Housing Element/FS PI		\$737.50	4-01-21-180-001-108	B	COAH Planning	R	01/23/25	01/29/25		91608	N
2 Telephone w/ PB Secretary		\$85.00	4-01-21-180-001-110	B	Master Planner	R	01/23/25	01/29/25		91609	N
		\$822.50									
	Vendor Total:	\$822.50									
C0222	CONTINENTAL FIRE & SAFETY,INC.										
25-00118	01/28/25	PARATECH STRUTS INV R3870									
1 PARATECH HIGHWAY VSK INV R387		\$9,565.55	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		01/28/25	01/29/25		R3870	N
2 PARATECH LONGSHORE STRUT		\$4,067.90	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		01/28/25	01/29/25		R3870	N
3 PARATECH LONGSHORE EXTENSIO		\$1,687.20	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		01/28/25	01/29/25		R3870	N
		\$15,320.65									
	Vendor Total:	\$15,320.65									
COUNT015	COUNTY OF MONMOUTH										
25-00088	01/28/25	NOVEMBER 2024 SERVICES									
1 INV 24001078-NOV 2024 SERVICES		\$25.00	4-01-26-305-001-199	B	Miscellaneous	R	01/28/25	01/29/25		24001078	N
2 INV 24001078-ADMINISTRATIVE		\$21.50	4-01-26-305-001-199	B	Miscellaneous	R	01/28/25	01/29/25		24001078	N
		\$46.50									
	Vendor Total:	\$46.50									
CREAT005	CREATE STREET										

Hightstown Borough Council
February 3, 2025 Meeting
 Borough of Hightstown
 Bill List By Vendor Name

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											
CREAT005	CREATE STREET	<i>Account Continued</i>									
25-00077	01/21/25	GAME EMBROIDERY									
1 GAME EMBROIDERY		\$100.00	5-01-25-256-002-043	B	Uniforms	R	01/21/25	01/29/25		241	N
Vendor Total:		\$100.00									
DRAGO005	DRAGON RESCUE MANAGEMENT INC										
24-01302	11/18/24	2 DAY ELEVATOR EMERGENCY MGMT									
3 ELEVATOR COURSE EEM OPS CLAS		\$7,585.00	4-01-25-252-002-042	B	Education & Training	R	11/18/24	01/29/25		744	N
Vendor Total:		\$7,585.00									
D0092	DYNAMIC IMAGING SYSTEMS INC.										
25-00085	01/28/25	YEARLY CONTRACT RENEWAL									
1 YEARLY CONTRACT RENEWAL		\$3,182.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	01/28/25	01/29/25		DYMN0000720	N
Vendor Total:		\$3,182.00									
E0022	EAGLE POINT GUN SHOP										
23-01376	10/31/23	AMMUNITION									
1 AMMUNITION		\$392.86	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	10/31/23	01/29/25		157136	N
2 AMMUNITION		\$787.96	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	10/31/23	01/29/25		157136	N
3 AMMUNITION		\$967.56	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	10/31/23	01/29/25		157136	N
4 AMMUNITION		\$65.00	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	01/22/25	01/29/25		157136	N
5 AMMUNITION		\$34.20	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	01/22/25	01/29/25		157136	N
		\$2,247.58									
Vendor Total:		\$2,247.58									
E0201	EDMUNDSGOVTECH, INC.										
25-00107	01/28/25	CLOUD HOSTING INV 25-1194									
1 CLOUD HOSTING INV 25-1194		\$3,893.76	5-01-20-130-001-027	B	Edmunds Software Support	R	01/28/25	01/29/25		25-IN1194	N
Vendor Total:		\$3,893.76									
FERGU005	FERGUSON ENTERPRISES, LLC										
25-00100	01/28/25	CLAMPS,PRESS GAUGE, BUSH/NIP									
1 INV 0726951-6CX12 CLAMP,		\$1,286.64	4-09-55-501-001-535	B	Hydrants and Line Repair	R	01/28/25	01/29/25		0726951	N
2 INV 2158417-2-1/2 PRES GAUGE		\$17.60	4-09-55-501-001-535	B	Hydrants and Line Repair	R	01/28/25	01/29/25		2158417	N
3 INV 2149081-1/4XCLOSE NIP		\$6.22	4-09-55-501-001-535	B	Hydrants and Line Repair	R	01/28/25	01/29/25		2149081	N
		\$1,310.46									
Vendor Total:		\$1,310.46									

Hightstown Borough Council
February 3, 2025 Meeting
 Borough of Hightstown
 Bill List By Vendor Name

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											
FRONT005 FRONTLINE PUBLIC SAFETY											
25-00102	01/28/25			FIELD TRAINING OFC TRACKER							
1 FIELD TRAINING OFC TRACKER		\$525.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	01/28/25	01/29/25		FL39905	N
Vendor Total:		\$525.00									
M0714 GENSERVE, INC.											
25-00092	01/28/25			B SERVICE							
1 INV 0488765-IN - B SERVICE		\$200.00	4-01-26-310-001-040	B	Generator-Municipal Bldg	R	01/28/25	01/29/25		0488765-IN	N
2 INV 0488757-IN - B SERVICE		\$200.00	4-01-26-310-001-040	B	Generator-Municipal Bldg	R	01/28/25	01/29/25		0488757-IN	N
3 INV 0488762-IN - B SERVICE		\$200.00	4-09-55-501-001-511	B	Generator/Engine Maintenance (B)	R	01/28/25	01/29/25		0488762-IN	N
		\$600.00									
Vendor Total:		\$600.00									
G0171 GEORGE E. CONLEY ELECTRICAL											
24-01441	12/16/24			REPAIR STREET LIGHTS							
1 INV 25918-REPAIR STREET LIGHTS		\$625.00	4-01-26-290-001-203	B	Light Poles and Repair	R	12/16/24	01/29/25		25918	N
Vendor Total:		\$625.00									
G1077 GEORGE S. COYNE CO., INC.											
25-00123	01/28/25			RES 2024-188 FLUORIDE		B					
2 INV 445640 1/9/25 FLUORIDE		\$1,072.34	5-09-55-501-001-528	B	Fluorosilic Acid	R	01/28/25	01/29/25		445640	N
Vendor Total:		\$1,072.34									
G0038 GOLD TYPE BUSINESS MACHINE											
25-00074	01/21/25			E-TICKET							
1 E-TICKET		\$1,330.00	4-01-25-240-001-130	B	Police E-Ticket	R	01/21/25	01/29/25		I-05697	N
Vendor Total:		\$1,330.00									
H0163 HUNTER JERSEY PETERBUILT											
25-00086	01/28/25			SEAT-LB URIDE							
1 INV x205096464:01-SEAT VNL BLK		\$1,637.71	4-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	01/28/25	01/29/25		X205314280:01	N
Vendor Total:		\$1,637.71									
INTER015 INTERSTATE WASTE SERVICES OF											
25-00001	01/06/25			MUNICIPAL RECYCLING 2025		B					
3 INV 10326701 FEB 2025 RECYCLE		\$12,610.67	5-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdlR		01/06/25	01/29/25		10326701	N
Vendor Total:		\$12,610.67									

Hightstown Borough Council
February 3, 2025 Meeting
 Borough of Hightstown
 Bill List By Vendor Name

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							
JERSE015 JERSEY AUTO SUPPLY INC.											
25-00095	01/28/25	DECEMBER 2024 INVOICES									
1 INV 290507-IGNITION SWITCH,		\$42.38	4-01-26-290-001-032	B	Uniforms	R	01/28/25	01/29/25		290507	N
2 INV 290896-BATTERY F-150 TRK		\$148.93	4-09-55-501-002-502	B	Vehicle Maintenance	R	01/28/25	01/29/25		290896	N
3 INV 290987-BATTERY, JBOLT		\$452.63	4-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	01/28/25	01/29/25		290987	N
4 INV 291583-FITTING, ADAPTER		\$13.11	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	01/28/25	01/29/25		291583	N
5 INV 290316-BATTERY AND DEPOSIT		\$188.11	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	01/28/25	01/29/25		290316	N
6 INV 290221-BATTERY,DEPOSIT,		\$130.93	4-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	01/28/25	01/29/25		290221	N
7 INV 290092-BELT-AIR COMPRESSOF		\$26.83	4-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	01/28/25	01/29/25		290092	N
		\$1,002.92									
Vendor Total:		\$1,002.92									
J0378 KENNCO LLC											
25-00099	01/28/25	DECEMBER 2024 CYLINDER RENTAL									
1 INV R28540-DEC 2024 CYLINDER		\$36.60	4-01-26-290-001-050	B	DPW Work Equipment	R	01/28/25	01/29/25		R28540	N
Vendor Total:		\$36.60									
R0058 MARGARET M. RIGGIO											
25-00066	01/21/25	MILEAGE - NJLM 2024									
1 MILEAGE - NJLM 2024		\$193.10	4-01-20-120-001-045	B	CLERK'S OFFICE MILEAGE	R	01/21/25	01/29/25		11/18-11/21/24	N
Vendor Total:		\$193.10									
M1076 MCMANIMON, SCOTLAND & BAUMANN											
25-00104	01/28/25	INV 235121 AMEND ORDINANCE									
1 INV 235121 AMEND ORDINANCE		\$600.00	C-08-55-967-002-544	B	SECTION 2-20 SOFT COSTS	R	01/28/25	01/29/25		INV 235121	N
25-00127	01/29/25	Prof services thru 12/31/2024									
1 Conferences & review documents		\$4,537.50	3PRCLLC	P	Site Plan Application #2020-01	R	01/29/25	01/29/25		235125	N
2 Correspondence		\$150.00	2022-01	P	105 Main St - Concept Plan	R	01/29/25	01/29/25		235126	N
		\$4,687.50									
Vendor Total:		\$5,287.50									
M0256 MERCER CO IMPROVEMENT AUTH											
25-00090	01/28/25	DECEMBER 2024 TIPPING									
1 DECEMBER 2024 TIPPING		\$20,250.82	4-01-32-465-001-165	B	Landfill Solid Waste Disposal-MCIA	R	01/28/25	01/29/25		DEC 2024	N
2 DECEMBER 2024 RECYCLING TAX		\$482.16	4-01-43-496-001-174	B	Recycling Tax	R	01/28/25	01/29/25		DEC 2024	N
		\$20,732.98									

Hightstown Borough Council
February 3, 2025 Meeting
 Borough of Hightstown
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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											
M0256	MERCER CO IMPROVEMENT AUTH	<i>Account Continued</i>									
Vendor Total:		\$20,732.98									
M0664	MERCER COUNTY CHIEF'S ASSOC.										
25-00070	01/21/25	ANNUAL MEMBERSHIP DUES									
1 ANNUAL MEMBERSHIP DUES		\$275.00	5-01-25-240-001-044	B	Professional Assoc. Dues	R	01/21/25	01/29/25		1/13/2025	N
Vendor Total:		\$275.00									
M0270	MERCER COUNTY PROSECUTOR										
25-00067	01/21/25	FIREARMS TRAINING									
1 FIREARMS TRAINING		\$400.00	5-01-25-240-001-117	B	Ammunition & Target Practice	R	01/21/25	01/29/25		1/13/25	N
Vendor Total:		\$400.00									
M0536	MGL PRINTING SOLUTIONS										
25-00112	01/28/25	W-2 FORMS AND 1099'S 2024									
1 W-2 FORMS AND 1099'S 2024		\$280.50	4-01-20-125-001-036	B	Office Supplies	R	01/28/25	01/29/25		212224	N
2 SHIPPING & HANDLING		\$24.00	4-01-20-125-001-036	B	Office Supplies	R	01/28/25	01/29/25		212224	N
		\$304.50									
25-00114	01/28/25	TAXI LICENSE DECALS									
1 TAXI LICENSE DECALS 2025		\$989.00	4-01-20-125-001-023	B	Printing & Stationary	R	01/28/25	01/29/25		211929	N
2 SHIPPING		\$28.00	4-01-20-125-001-023	B	Printing & Stationary	R	01/28/25	01/29/25		211929	N
		\$1,017.00									
Vendor Total:		\$1,321.50									
M1000	MITCHELL HUMPHREY & CO										
25-00096	01/28/25	Annual Main Fee 3/1/25-2/28/26									
1 Construction Project Manager		\$2,415.00	5-01-33-195-001-029	B	Computer Software/Maint/Equip	R	01/28/25	01/29/25		19860000000221	N
Vendor Total:		\$2,415.00									
M0127	MONMOUTH COUNTY										
25-00089	01/28/25	DEC 2024 ROOSEVELT TIPPING									
1 DEC 2024 ROOSEVELT TIPPING		\$2,081.98	4-01-43-513-001-171	B	Borough of Roosevelt-Tipping Fees	R	01/28/25	01/29/25		DEC 2024	N
Vendor Total:		\$2,081.98									
N0275	NJ LEAGUE OF MUNICIPALITIES										
25-00003	01/06/25	JOBLINE - TAX ASSESSOR									
1 JOBLINE - TAX ASSESSOR		\$160.00	5-01-20-120-001-021	B	Advertisements	R	01/06/25	01/29/25		SD21742	N
25-00115	01/28/25	MEMBERSHIP DUES 2025									

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 Borough of Hightstown
 Bill List By Vendor Name

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								
N0275	NJ LEAGUE OF MUNICIPALITIES			Account Continued								
1	MEMBERSHIP DUES 2025	\$668.00	5-01-20-110-001-044	B	Professional Assoc. Dues		R	01/28/25	01/29/25		214MLK25	N
Vendor Total:		\$828.00										
N0170	NORCIA CORP.											
25-00087	01/28/25	BOTTOM TRAY, STD DISCHARGE										
1	INV 85104- BOTTOM TRAY, STD	\$850.20	4-01-26-290-001-034	B	Motor Vehicle Parts & Access.		R	01/28/25	01/29/25		85104	N
Vendor Total:		\$850.20										
O0019	O'BRIEN CONSULTING SERVICES											
25-00065	01/21/25	MONTHLY IT SVC FEES DEC 2024										
1	MONTHLY IT SVC FEES DEC 2024	\$900.00	4-01-25-240-001-029	B	Maint. Contracts - Other		R	01/21/25	01/29/25		25-6933	N
2	MONTHLY IT SVC FEES DEC 2024	\$280.00	4-01-25-240-001-029	B	Maint. Contracts - Other		R	01/21/25	01/29/25		25-6933	N
3	MONTHLY IT SVC FEES DEC 2024	\$8.50	4-01-25-240-001-029	B	Maint. Contracts - Other		R	01/21/25	01/29/25		25-6933	N
		\$1,188.50										
Vendor Total:		\$1,188.50										
P0088	PARKER MCCAY, P.A.											
25-00126	01/29/25	Billing through 12/31/24										
1	Review, correspond & advice	\$166.50	4-01-21-180-001-107	B	Planning Board - Attorney		R	01/29/25	01/29/25		3193024	N
2	Correspond & prep memo	\$148.00	4-01-21-180-001-108	B	COAH Planning		R	01/29/25	01/29/25		3193025	N
		\$314.50										
Vendor Total:		\$314.50										
POLIC005	POLICE & SHERIFFS PRESS, INC											
25-00101	01/28/25	TAXICAB DRIVER ID'S										
1	TAXICAB DRIVER ID'S	\$105.00	5-01-20-125-001-023	B	Printing & Stationary		R	01/28/25	01/29/25		114287	N
2	TAXICAB DRIVER ID'S	\$5.95	5-01-20-125-001-023	B	Printing & Stationary		R	01/28/25	01/29/25		114287	N
		\$110.95										
Vendor Total:		\$110.95										
POLYD005	POLYDYNE INC											
24-00066	01/24/24	CLARIFLOC NE-255555 RES2024-31										
12	INV 1849055 CLARIFLOC 7/12/24	\$3,330.00	4-09-55-501-002-544	B	Zeta Lyte 2800CH-Custom Envir.Tech, R			01/01/25	01/29/25		1849055	N
Vendor Total:		\$3,330.00										
P0063	PREMIER MAGNESIA, LLC											
25-00124	01/28/25	RES 2024-190 MAGNESIUM HYROX										

Hightstown Borough Council
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 Borough of Hightstown
 Bill List By Vendor Name

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											
P0063	PREMIER MAGNESIA, LLC	<i>Account Continued</i>									
2 INV 643285 THIOGUARD	1/10/25	\$12,444.92	5-09-55-501-002-541	B	Magnesium Hydroxide (Flomag H)	R	01/28/25	01/29/25		643285	N
Vendor Total:		\$12,444.92									
P1155	PRIOR NAMI BUSINESS SYSTEMS										
25-00113	01/28/25	2025 MAINTENANCE CONTRACT									
1 2025 MAINTENANCE CONTRACT		\$1,800.00	5-01-20-140-001-061	B	Maint. Agreemt-Copier Equipmt	R	01/28/25	01/29/25		0000730731	N
Vendor Total:		\$1,800.00									
REDAR005	RED ARROW TECHNOLOGIES, LLC										
25-00078	01/21/25	VOIP SVCS HPD&AWWTP 1/15/-2/14									
1 VOIP SVCS AWWTP 1/15/25-2/14/2		\$181.34	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		01/21/25	01/29/25		17694	N
2 VOIP SVCS HPD 1/15/25-2/14/25		\$378.66	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		01/21/25	01/29/25		17694	N
		\$560.00									
Vendor Total:		\$560.00									
R0525	REGISTRARS ASSOC OF NJ										
25-00111	01/28/25	RANJ MEMBERSHIP 2025									
1 RANJ MEMBERSHIP 2025		\$25.00	5-01-27-330-001-044	B	Professional Assoc. Dues	R	01/28/25	01/29/25		13159	N
Vendor Total:		\$25.00									
R0077	ROBERTS ENGINEERING GRP LLC										
25-00002	01/06/25	ANNUAL STORMWATER TIER A				B					
2 STORMWATER PERMIT INV 9876		\$992.50	5-01-20-165-001-106	B	Misc. Road & Drainage Issues(B	R	01/06/25	01/29/25		9876	N
25-00119	01/28/25	PEDDIE LAKE DAM INV 9875									
1 PEDDIE LAKE DAM INV 9875		\$727.50	5-01-20-165-001-106	B	Misc. Road & Drainage Issues(B	R	01/28/25	01/29/25		9875	N
25-00120	01/28/25	ENGINEERING INVS THRU 1/18/25									
1 MISC REQUESTS INV 9874		\$1,150.00	5-01-20-165-001-028	B	General Engineering	R	01/28/25	01/29/25		9874	N
2 MISC ROADS INV 9877		\$30.00	5-01-20-165-001-028	B	General Engineering	R	01/28/25	01/29/25		9877	N
3 NJDOT RT 33 ADA IMP INV 9878		\$225.00	5-01-20-165-001-028	B	General Engineering	R	01/28/25	01/29/25		9878	N
4 GENERAL SEWERS INV 9879		\$662.00	5-09-55-501-002-508	B	Engineer	R	01/28/25	01/29/25		9879	N
5 GENERAL WATER INV 9880		\$550.00	5-09-55-501-001-508	B	Engineer	R	01/28/25	01/29/25		9880	N
6 MISC REQUESTS INV 9914		\$360.00	5-01-20-165-001-028	B	General Engineering	R	01/28/25	01/29/25		9914	N
		\$2,977.00									
25-00121	01/28/25	WATER IMP TO MAXWELL INV 9883									
1 WATER IMP TO MAXWELL INV 9883		\$520.00	C-08-55-971-000-544	B	MAXWELL AVE WATER-SEWER IMP. R		01/28/25	01/29/25		9883	N
25-00122	01/28/25	CAP IMP ORCHARD,MEADOW,CLOVER									

Vendor #	Name	Description		Contract	PO Type	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type	Stat/Chk					
R0077	ROBERTS ENGINEERING GRP LLC	<i>Account Continued</i>								
1	CAP IMP ORCHARD 11/15/24 9521	\$477.00	C-04-55-896-001-447	B	RD IMP ORCHARD, CLOVER, S. MAINR	01/28/25	01/29/25		9521	N
2	CAP IMP ORCHARD 12/13/24 9651	\$660.00	C-04-55-896-001-447	B	RD IMP ORCHARD, CLOVER, S. MAINR	01/28/25	01/29/25		9651	N
3	CAP IMP ORCHARD 1/22/25 9882	\$730.00	C-04-55-896-001-447	B	RD IMP ORCHARD, CLOVER, S. MAINR	01/28/25	01/29/25		9882	N
		\$1,867.00								
25-00125	01/29/25	Billing through 1/18/2025								
1	Attend PB Reorg Mtg 1/13/25	\$450.00	5-01-21-180-001-106	B	Planning Board Engineer-General	R	01/29/25	01/29/25	9881	N
2	Rev plans & Attend Mtg	\$430.00	3PRCLLC	P	Site Plan Application #2020-01	R	01/29/25	01/29/25	9884	N
		\$880.00								
Vendor Total:		\$7,964.00								
TMOBI005	T-MOBILE									
25-00117	01/28/25	STOCKTON LOTCAMERAS 12/21-1/20								
1	STOCKTON LOTCAMERAS 12/21-1/2	\$62.30	5-01-33-195-002-029	B	Computer Software/Maint/Equip	R	01/28/25	01/29/25	12/21-1/20/25	N
		\$62.30								
Vendor Total:		\$62.30								
T0060	TOWNSHIP OF ROBBINSVILLE									
25-00105	01/28/25	COURT BAL 4TH QTR 11/22-12/31								
1	COURT SALARIES 11/22-12/31	\$127.47	4-01-20-176-000-199	B	Miscellaneous	R	01/28/25	01/29/25	BAL QTR 4 2024	N
2	PROSECUTOR 12/1/24-12/31/24	\$1,395.00	4-01-20-176-000-199	B	Miscellaneous	R	01/28/25	01/29/25	BAL QTR 4 2024	N
3	PUB DEFENDER 12/1/24-12/31/24	\$900.00	T-17-56-286-000-837	B	RESERVE-PUBLIC DEFENDER	R	01/28/25	01/29/25	BAL QTR 4 2024	N
4	LANG LINE BALANCE OF Q4 2024	\$473.85	4-01-20-176-000-111	B	Interpretor/Outside Help	R	01/28/25	01/29/25	BAL QTR 4 2024	N
5	EQUIP & SUPPLIES 40% BAL OF Q4	\$156.98	4-01-20-176-000-036	B	Office Supplies	R	01/28/25	01/29/25	BAL QTR 4 2024	N
		\$3,053.30								
Vendor Total:		\$3,053.30								
T0061	TOWNSHIP OF ROBBINSVILLE DPW									
25-00075	01/21/25	HPD VEHICLE MAINTENANCE								
1	HPD VEHICLE MAINTENANCE	\$109.00	4-01-43-515-001-170	B	Mechanic Services	R	01/21/25	01/29/25	I001634	N
2	HPD VEHICLE MAINTENANCE	\$75.78	4-01-43-515-001-170	B	Mechanic Services	R	01/21/25	01/29/25	I001635	N
3	HPD VEHICLE MAINTENANCE	\$415.32	4-01-43-515-001-170	B	Mechanic Services	R	01/21/25	01/29/25	I001637	N
4	HPD VEHICLE MAINTENANCE	\$136.40	4-01-43-515-001-170	B	Mechanic Services	R	01/21/25	01/29/25	I001638	N
		\$736.50								
Vendor Total:		\$736.50								
T0147	TRACTOR SUPPLY COMPANY									
25-00093	01/28/25	DECEMBER 2024 INVOICES								

Hightstown Borough Council
February 3, 2025 Meeting
 Borough of Hightstown
 Bill List By Vendor Name

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											
T0147	TRACTOR SUPPLY COMPANY		Account Continued								
1 INV 537374-INSULATED LINED BIB		\$67.49	4-01-26-290-001-032	B	Uniforms	R	01/28/25	01/29/25		537374	N
25-00094	01/28/25		JANUARY 2025 INVOICES								
1 INV 546395-FLEX FUNNEL,		\$93.95	5-01-26-290-001-050	B	DPW Work Equipment	R	01/28/25	01/29/25		546395	N
2 INV 336743-RND WORK LIGHT,		\$64.97	5-01-26-290-001-050	B	DPW Work Equipment	R	01/28/25	01/29/25		336743	N
		\$158.92									
	Vendor Total:	\$226.41									
T1067	TREASURER, STATE OF NJ										
25-00097	01/28/25		WATER ALLOCATION PERMIT 2025								
1 INV 242190600-WATER ALLOCATION		\$9,010.00	5-09-55-501-001-520	B	Permits & Fees	R	01/28/25	01/29/25		242190600	N
	Vendor Total:	\$9,010.00									
TRENT005	TRENTONIAN										
25-00110	01/28/25		LEGAL ADS DECEMBER 2024								
1 TAX ASSESSOR ANNOUNCEMENT		\$8.75	4-01-20-120-001-021	B	Advertisements	R	01/28/25	01/29/25		2674372	N
	Vendor Total:	\$8.75									
T0130	TRIANGLE COPY										
25-00103	01/28/25		INV 28889EW PORCHFEST POSTCARD								
1 INV 28889EW PORCHFEST POSTCA		\$75.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	01/28/25	01/29/25		28889EW	N
	Vendor Total:	\$75.00									
S0245	WEIGHTS AND MEASURES FUNDS										
25-00076	01/21/25		RADAR TUNING FORK INSPECTION								
1 RADAR TUNING FORK INSPECTION		\$240.00	5-01-25-240-001-116	B	Traffic Bureau	R	01/21/25	01/29/25		1/21/25	N
	Vendor Total:	\$240.00									
W0891	WINNER FORD OF CHERRY HILL										
24-01049	09/16/24		2024 FORD F450 CAB & CHASSIS								
1 2024 FORD F450 CAB & CHASSIS		\$102,428.00	C-04-55-904-004-444	B	DPW DIESEL DUMP TRUCK SNOW PR		09/16/24	01/29/25		506266	N
	Vendor Total:	\$102,428.00									
Total Purchase Orders: 56 Total P.O. Line Items: 100 Total List Amount: \$234,021.58 Total Void Amount: \$0.00											

Hightstown Borough Council
February 3, 2025 Meeting
 Borough of Hightstown
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Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
CURRENT FUND	4-01	\$45,095.60	\$0.00	\$45,095.60	\$0.00	\$0.00	\$0.00
	4-09	\$4,989.39	\$0.00	\$4,989.39	\$0.00	\$0.00	\$0.00
	Year Total:	\$50,084.99	\$0.00	\$50,084.99	\$0.00	\$0.00	\$0.00
CURRENT FUND	5-01	\$33,369.18	\$0.00	\$33,369.18	\$0.00	\$0.00	\$0.00
	5-09	\$23,739.26	\$0.00	\$23,739.26	\$0.00	\$0.00	\$0.00
	5-21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,117.50
	Year Total:	\$57,108.44	\$0.00	\$57,108.44	\$0.00	\$0.00	\$5,117.50
GENERAL CAPITAL	C-04	\$119,615.65	\$0.00	\$119,615.65	\$0.00	\$0.00	\$0.00
WATER/SEWER CAPITAL	C-08	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00
	Year Total:	\$120,735.65	\$0.00	\$120,735.65	\$0.00	\$0.00	\$0.00
	G-02	\$75.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00
PUBLIC DEFENDER TRUST FUI	T-17	\$900.00	\$0.00	\$900.00	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$228,904.08	\$0.00	\$228,904.08	\$0.00	\$0.00	\$5,117.50

Hightstown Borough Council
February 3, 2025 Meeting
Borough of Hightstown
Bill List By Vendor Name

Project Description	Project No.	Rcvd Total
105 Main St - Concept Plan	2022-01	\$150.00
Site Plan Application #2020-01	3PRCLLC	\$4,967.50
Total Of All Projects:		<u>\$5,117.50</u>

Date: February 3, 2025

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 2/3/2025

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
STATE OF N.J.-DEPT OF TREASURY	1/15/2025	25-00057	1631	\$ 65,986.77
TOTAL				<u>\$ 65,986.77</u>
<u>WATER AND SEWER OPERATING</u>				
STATE OF N.J.-DEPT OF TREASURY	1/15/2025	25-00057	1427	\$ 18,599.53
TOTAL				<u>\$ 18,599.53</u>
<u>ESCROW</u>				
TOTAL				<u>\$ -</u>
<u>GRANT</u>				
TOTAL				<u>\$ -</u>
<u>TRUST- OTHER</u>				
TOTAL				<u>\$ -</u>
<u>ANIMAL CONTROL TRUST</u>				
TOTAL				<u>\$ -</u>
<u>LAW ENFORCEMENT TRUST</u>				
TOTAL				<u>\$ -</u>
<u>UNEMPLOYMENT TRUST</u>				
TOTAL				<u>\$ -</u>
<u>PUBLIC DEFENDER TRUST</u>				
TOTAL				<u>\$ -</u>
<u>TAX LIENTRUST</u>				
TOTAL				<u>\$ -</u>
<u>GENERAL CAPITAL</u>				
TOTAL				<u>\$ -</u>
<u>WATER AND SEWER CAPITAL</u>				
TOTAL				<u>\$ -</u>
MANUAL TOTAL				<u>\$ 84,586.30</u>

Borough of Hightstown
County of Mercer

Resolution 2025-46

**AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN
THE BOROUGH OF HIGHTSTOWN AND THE TOWNSHIP OF
ROBBINSVILLE FOR THE RENOVATION AND SHARING OF A NEW
POLICE / MUNICIPAL COURT FACILITY**

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, as municipal corporations of the State of New Jersey, The Borough of Hightstown and the Township of Robbinsville are both empowered to establish a police force, a municipal court, and to construct and maintain the facilities necessary to operate the aforesaid; and

WHEREAS, through a Shared Services Agreement entered into by and between the Borough of Hightstown and the Township of Robbinsville dated October 14, 2021, the Parties agreed to construct and share a new police/municipal court facility to be constructed on the site of the existing Robbinsville Township Police Department; and

WHEREAS, due to escalating costs resulting from national economic conditions the construction of the aforementioned facility has proven unfeasible; and

WHEREAS, the Township Robbinsville has identified an alternative means of establishing the shared police/municipal court facility by subleasing and renovating a vacant building located at 2300 Route 33 in Robbinsville (“New Facility”); and

WHEREAS, Citizens Bank, National Association and the Township of Robbinsville have entered in a Sublease Agreement, dated November 1, 2024, (“Sublease”), for the subleasing of the New Facility premises; and

WHEREAS, the Borough of Hightstown and the Borough of Robbinsville have discussed the aforementioned alternative and have negotiated the terms to govern the renovation and sharing of the New Facility as set forth in the agreement attached hereto; and

WHEREAS, this Agreement to renovate and share the New Facility shall not affect the existing agreement by and between the Borough of Hightstown and the Township of Robbinsville, entitled Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies, except to the extent specified in the agreement attached hereto; and

WHEREAS, the Governing Bodies of both the Township of Robbinsville and the Borough of Hightstown find that it is in the best interests of the Parties to continue to collectively provide for the renovation of and the sharing of the New Facility by the police forces and municipal courts of each respective municipality, under the terms and conditions referenced in the agreement attached hereto.

Borough of Hightstown
County of Mercer

Resolution 2025-46

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

1. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Agreement on behalf of the Borough of Hightstown.
2. That, following the full execution of the Agreement, a copy of same shall be filed with the Division of Local Government Services in the Department of Community Affairs, pursuant to N.J.S.A. 40A:65-4(b).
3. That all Hightstown Borough officials and employees are hereby authorized to take any and all actions that are necessary to implement the matters set forth in the Agreement.
4. That a certified copy of this Resolution and a copy of the attached Agreement shall be provided to each of the following:
 - a. Bruce Darvis, Robbinsville Township Business Administrator;
 - b. Dimitri Musing, Hightstown Borough Business Administrator;
 - c. Frank Gendron, Hightstown Borough Police Chief;
 - d. Donna Condo, Hightstown Borough CFO; and
 - e. Jonathan Cohen, Esq., Hightstown Borough Municipal Attorney.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025.

Margaret Riggio, Borough Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN
AND THE TOWNSHIP OF ROBBINSVILLE FOR THE RENOVATION AND
SHARING OF A NEW POLICE / MUNICIPAL COURT FACILITY**

THIS AGREEMENT (“Agreement”) made this ____ day of _____, 2025, by and between the **BOROUGH OF HIGHTSTOWN**, a municipal corporation of the State of New Jersey, with its temporary principal offices located at 156 Bank Street, Hightstown, New Jersey 08520 (“Hightstown”) and the **TOWNSHIP OF ROBBINSVILLE**, a municipal corporation of the State of New Jersey, with its principal offices located at 2298 Route 33, Robbinsville, New Jersey 08691 (“Robbinsville”) (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, as municipal corporations of the State of New Jersey, Hightstown and Robbinsville are both empowered to establish a police force, a municipal court, and to construct and maintain the facilities necessary to operate the aforesaid; and

WHEREAS, through a Shared Services Agreement entered into by and between Hightstown and Robbinsville dated October 14, 2021, the Parties agreed to construct and share a new police/municipal court facility to be constructed on the site of the existing Robbinsville Township Police Department; and

WHEREAS, due to escalating costs resulting from national economic conditions the construction of the aforementioned facility has proven unfeasible; and

WHEREAS, Robbinsville has identified an alternative means of establishing the shared police/municipal court facility by subleasing and renovating a vacant building located at 2300 Route 33 in Robbinsville (“New Facility”); and

WHEREAS, Citizens Bank, National Association and the Township of Robbinsville have entered in a Sublease Agreement, dated November 1, 2024, (“Sublease”), for the subleasing of the New Facility premises; and

WHEREAS, Hightstown and Robbinsville have discussed the aforementioned alternative and have negotiated the terms to govern the renovation and sharing of the New Facility as set forth herein; and

WHEREAS, although Hightstown and Robbinsville have reached agreement to share the New Facility, the police force and municipal court of each respective Party shall remain separate and distinct to each municipality; and

WHEREAS, this Agreement to renovate and share the New Facility shall not affect the existing agreement by and between Hightstown and Robbinsville, entitled Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies, except to the extent specified herein below; 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 the renovation of and the sharing of the New Facility by the police forces and municipal courts of each respective municipality, 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. Definitions. The following terms as utilized in the within Agreement shall have the meanings indicated below:

- A. Annual Costs – shall be comprised of the total of the New Facility Costs and the Area Maintenance (“AM”) costs.
- B. Bonding Costs – shall refer to Robbinsville’s bonding for the total renovation costs of the New Facility for use by Robbinsville and Hightstown.
- C. Capital Improvement – shall refer to a durable, permanent addition or change to the New Facility that increases its value, extends its useful life or makes it suitable for new or expanded uses.
- D. Area Maintenance (“AM”) costs – shall be comprised of utility and other operating costs related to the New Facility, including but not limited to maintenance, electricity, water, gas, sewer, telephone, cable/broadband and cleaning costs. The AM costs as referenced in this Agreement shall cover all sections of the building which constitutes the New Facility and are not limited to only those sections of the building that are shared by Hightstown and Robbinsville. AM costs shall not include equipment and other personal property purchases made by the Parties, such as telephones, computers, printers, etc.
- E. Dedicated – shall refer to space that is utilized exclusively by either Robbinsville or Hightstown within the New Facility.
- F. Hightstown – shall refer to the Borough of Hightstown as located in Mercer County, New Jersey.
- G. Material Default – shall refer to a significant failure by Hightstown to fulfill its contractual obligations, which substantially affects the value of the within Agreement or causes substantial harm to Robbinsville. The failure must significantly impair the contract's core purpose of Robbinsville’s rights under the Agreement and involve

failing to perform an essential obligation, as opposed to secondary or peripheral terms. Additionally, the Material Default must cause significant harm, inconvenience, or financial loss to Robbinsville.

- H. New Facility – shall refer to the building located at 2300 Route 33 in Robbinsville, New Jersey, which is more commonly known and designated as Block 3.47. Lot 2.01 on the Official Tax Map of the Township of Robbinsville.
- I. New Facility Costs - shall refer to rent relating to the New Facility.
- J. Occupancy Date – shall refer to the date upon which Hightstown’s dedicated portion(s) of the New Facility is/are completed and ready for occupancy, pursuant to the issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy for the entire New Facility by the Robbinsville Construction Official.
- K. Parties – shall collectively refer to Robbinsville and Hightstown, with each individual municipality being identified as a “Party”.
- L. Police Operations – shall refer to any matter that concerns the operations of the Hightstown and/or Robbinsville Police Departments, or that could affect the ability of the Hightstown and/or Robbinsville Police Departments to conduct their business within their respective dedicated or shared spaces.
- M. Robbinsville – shall refer to the Township of Robbinsville as located in Mercer County, New Jersey.
- N. Shared – shall refer to space that is utilized jointly by both Robbinsville and Hightstown within the New Facility.
- O. Sublease – shall refer to the Sublease Agreement entered into on November 1, 2024 by and between Citizens Bank, National Association (as Sublandlord) and the Township of Robbinsville (as Subtenant), relating to the New Facility.

2 New Facility. Hightstown and Robbinsville have determined to share space within the New Facility for the location of their respective Police Departments (including both individually dedicated municipal police spaces and shared police spaces) and for the location of the Municipal Court that will be utilized by both Parties, along with the sharing of certain costs relating thereto, pursuant to the terms and conditions set forth in the within Agreement.

3. New Facility Costs.

- A. Hightstown and Robbinsville agree to share the New Facility Costs as follows:
 - i. Robbinsville shall initially pay:

- a. 100% of Robbinsville’s dedicated police space and dedicated space on the second and third floors (35,141 sq. ft.) at a rate of \$9.25 per sq. ft., totaling \$325,054.25.
- b. 50% of the shared police space (2,670 sq. ft.) at a rate of \$9.25 per sq. ft., totaling \$24,697.50.
- c. 50% of the Municipal Court space (1,976 sq. ft.) at a rate of \$9.25 per sq. ft., totaling \$18,278.00.

To coincide with the Sublease, for years 1 – 5 of thereof, Robbinsville shall be responsible annually to pay New Facility Costs in the amount of \$368,029.75, which represents 39,787 sq. ft. or 84.3% of the total square footage of the New Facility. The New Facility Costs shall escalate to \$379,170.11 for year 6 and each year until the termination of the Sublease.

- ii. Hightstown shall initially pay:
 - a. 100% of Hightstown’s dedicated police space (2,755 sq. ft.) at a rate of \$9.25 per sq. ft., totaling \$25,483.75.
 - b. 50% of the shared police space (2,670 sq. ft.) at a rate of \$9.25 per sq. ft., totaling \$24,697.50.
 - c. 50% of the Municipal Court space (1,976 sq. ft.) at a rate of \$9.25 per sq. ft., totaling \$18,278.00.

To coincide with the Sublease, for years 1 – 5 of thereof, Hightstown shall be responsible annually to pay New Facility Costs in the amount of \$68,459.25, which represents 7,401 sq. ft or 15.7% of the total square footage of the New Facility. The New Facility Costs shall escalate to \$70,531.53 for year 6 and each year until the termination of the Sublease.

- iii. The New Facility Costs as apportioned in this section shall represent, in addition to the AM costs in Section 7 below, the annual costs (“Annual Costs”) to be paid by Hightstown to Robbinsville pursuant to Section 8 below.
- iv. Hightstown shall begin paying Annual Costs effective January 1, 2025, in accordance with Sections 8 and 9 of this Agreement.

B. Robbinsville shall be responsible for funding the Bonding Costs for the renovation of the New Facility. The Bonding Costs shall be apportioned as follows:

- i. Robbinsville shall pay:

- a. 100% of the Bonding Costs of Robbinsville’s dedicated police space and dedicated space on the second and third floors (\$5,770,547.00).
 - b. 68% of the Bonding Costs of the shared police space (\$2,229,330.00).
 - c. 68% of the Bonding Costs of the Municipal Court space (\$1,340,664.00).
- ii. Hightstown shall pay:
- a. 100% of the Bonding Costs of Hightstown’s dedicated police space (\$1,479,463.00).
 - b. 32% of the Bonding Costs of the shared police space (\$1,049,096.00).
 - c. 32% of the Bonding Costs of the Municipal Court space (\$630,900.00).
- iii. Hightstown’s 25.30% share of the Bonding Costs shall be paid to Robbinsville over a thirty (30) year period in equal annual installments. Hightstown shall not be responsible to begin making payments until the Occupancy Date. Hightstown shall be responsible to begin making annual payments on the Occupancy Date, regardless of whether Hightstown actually occupies the New Facility on that date. Each annual payment thereafter shall be due on the anniversary of the Occupancy Date.
- iv. Hightstown’s 25.30% share of the five percent (5%) up-front bonding payment shall be paid to Robbinsville over a five (5) year period, coinciding with and in addition to the first five annual bond payments specified above. Hightstown shall not be responsible to begin making payments until the Occupancy Date. There shall be no pre-payment penalty assessed to Hightstown should it complete payment of its share in less than five (5) years.
- v. The interest rate that shall apply to both Hightstown’s annual bond payment and the payment of its share of the five percent (5%) up-front bonding payment shall be the interest rate applicable to the bond(s) issued for the renovation of the New Facility.
- vi. The Bonding Costs as apportioned in this section shall be separate and distinct from, and in addition to, the Annual Costs to be paid pursuant to Section 8 below.
- C. In order to provide for the phase-in of Hightstown’s annual payments of the Bonding Costs, should Robbinsville be required to issue a bond(s) prior to

Hightstown's first such annual payment, Hightstown expressly agrees that Robbinsville may issue a bond anticipation note(s) or seek approval from the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board, to issue a bond(s) with an interest-only payment in the first year.

- D. Hightstown and Robbinsville expressly acknowledge that the Bonding Costs specified above are the best estimates available at the time of execution of this Agreement, and that the monetary amounts specified therein are subject to change. Hightstown and Robbinsville expressly acknowledge that each is responsible for payment of the actual costs necessary to bond and pay for the renovation of the New Facility in accordance with the percentages specified in Subsection B above. When Hightstown moves into the New Facility, Robbinsville will apprise Hightstown of the actual costs and Hightstown shall make payments accordingly as set forth in this Agreement.

4. Sublessor of the New Facility. It is expressly agreed by and between the Parties that Robbinsville shall be the sole sublessor of the New Facility under the Sublease, but that Hightstown shall be specified within the Sublease as a user of the New Facility pursuant to a shared services agreement or similar instrument. Hightstown's occupation and use of the New Facility shall be in the nature of a sub-subtenant under a lease, subject to the provisions of this Agreement.

5. Use of the New Facility.

- A. Hightstown and Robbinsville shall each enjoy use of the areas of the New Facility allocated separately thereto, as shown on the design plans for the New Facility, attached hereto as Exhibit A, for the duration of the term of this Agreement.
- B. Robbinsville shall be permitted to make changes to the shared areas of the New Facility and/or reduce or rearrange the spaces allocated to each Party within the Municipal Court area of the New Facility, as identified in subsection A above, subject to Hightstown's consent, which shall not be unreasonably withheld. Any reduction in square footage allocated solely to Hightstown shall require an adjustment to Hightstown's Annual Costs and Bonding Costs, based upon the new square footage and calculated as of the date of Hightstown's consent.
- C. The Mayor of Robbinsville, or his or her designee, shall serve as official in command of the overall site of the New Facility. Notwithstanding the above, the Chief of Police of Robbinsville shall have exclusive control over the Robbinsville Police Department's exclusive allocated area and shared police areas of the New Facility and the Chief of Police of Hightstown shall have exclusive control over the Hightstown Police Department's exclusive allocated area of the New Facility, and neither the Mayor of Robbinsville, nor his or her designee, shall unduly interfere with the operations of the Robbinsville Police Department or the Hightstown Police Department.

D. Neither Robbinsville nor Hightstown shall have authority to enter into or have control over who has access to the other Party's exclusive allocated areas. However, in the event the New Facility is under direct threat of damage, violence, or other similar threat, the Chief of Police of Robbinsville, when authorized by the Mayor of Robbinsville, shall have authority to enter into Hightstown's exclusive allocated area under the Mayor's authority to command the overall site granted in Section 3C above.

6. Capital Improvement and Maintenance/Repair Costs. Any capital improvement, including any addition to the New Facility intended exclusively for Robbinsville's use, and any maintenance or repair costs for the New Facility shall be the sole financial responsibility of Robbinsville. This obligation shall not apply if the capital improvement or maintenance/repair is necessitated by the negligence of Hightstown, is undertaken pursuant to a joint agreement between Robbinsville and Hightstown, or is made solely at the request of Hightstown.

7. Area Maintenance ("AM") Costs. For the duration of this Agreement, Hightstown shall be responsible to pay AM costs to Robbinsville in the annual amount of \$2.00 per sq. ft. based upon the square footage as calculated in Section 3(A)(ii).

8. Annual Costs. The Annual Costs to be paid by Hightstown to Robbinsville during the term of this Agreement shall be \$83,261.25 to coincide with months 1-60 of the Sublease and escalate to \$85,333.53 to coincide with months 61 until the expiration of the Sublease. The Annual Costs shall be paid quarterly each year on February 1, May 1, August 1, and November 1. If any payment day shall fall on a weekend or federal or State holiday, the payment due that day shall be due on the next business day.

9. Term. This Agreement shall commence on January 1, 2025, and terminate on December 31, 2034, or upon the termination of the Sublease, whichever occurs first.

10. Option to Extend. At the conclusion of the Sublease Agreement and in the event Robbinsville enters into a lease with the owner of the New Facility premises or acquires ownership of the New Facility premises, the Parties have the option to extend this Agreement, upon terms and conditions that are mutually acceptable to the Parties at the time of extension. The Parties agree that the terms and conditions of any such extension shall be similar to the terms and conditions set forth in the document entitled Shared Services Agreement between the Borough of Hightstown and the Township of Robbinsville for the Construction and Sharing of a New Police / Municipal Court Facility, dated October 14, 2021.

11. Termination. This Agreement may be terminated only upon mutual written consent of the Parties, except as provided in Section 12 below.

12. Liquidated Damages. In the event Hightstown commits a Material Default in performing its obligations under the terms of this Agreement, Robbinsville shall provide written notice of such default (the "Notice of Default") to Hightstown demanding that the default be cured. In the event Hightstown fails to cure the default to the reasonable satisfaction of Robbinsville, which satisfaction shall not be unreasonably withheld, within one hundred twenty (120) days from the date it receives the Notice of Default, then Robbinsville may terminate the within Agreement. In

such case, Hightstown shall be required to pay liquidated damages to Robbinsville in the amount of its remaining share of any Annual Costs and Bonding Costs outstanding at the time of termination.

13. Separate and Distinct Entities. The sharing of the New Facility by Robbinsville and Hightstown shall not be construed as affecting the separate and distinct nature of the Robbinsville Township Police Division and Hightstown Borough Police Department, as well as the Robbinsville Township Municipal Court and Hightstown Borough Municipal Court. Each of the aforementioned entities shall remain under the authority and control of its respective municipality unless otherwise provided for under a separate agreement(s).

14. 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.

15. Hold Harmless/Indemnification.

- A. 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.
- B. 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.

16. Insurance.

- A. It is recognized and understood that Robbinsville and Hightstown each participate in a Joint Insurance Fund ("JIF"). Final approval of this Agreement by the Parties is subject to each obtaining insurance coverage satisfactory to the respective JIFs. Each Party agrees to name the other as an additional insured party on General Liability policies that it separately maintains. In the event that either Party ceases to participate in a JIF, then such Party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other Party.
- B. As sole sublessor of the New Facility, Robbinsville shall be solely and entirely responsible for the cost(s) associated with insuring the New Facility.

- C. Each Party shall, however, be responsible for insuring their own personal property located within and on the premises of the New Facility.
- D. Each Party shall be responsible for insuring their own information technology systems against any and all liabilities that may arise therefrom, including but not limited to data breaches.
- E. Each Party shall purchase Technology Errors & Omissions Liability (Tech E&O) or Cyber Liability insurance, or their equivalent, and keep same in effect during the term of this Agreement.

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

18. Existing Agreements. This Agreement shall have no effect on the existing agreement by and between Hightstown and Robbinsville, entitled Agreement Between the Borough of Hightstown and the Township of Robbinsville to Share Municipal Court Facilities, Employees, Equipment and Supplies 2025, entered into, or to be entered into, pursuant to Hightstown Borough and Robbinsville Township Resolutions (“Existing Agreement”), or any successor Agreement that may be signed by and between the Parties relating to the matters addressed in the Existing Agreement, except that Section 9A of the Existing Agreement shall become null and void for the duration of the term of this Agreement. All other payments contained in the Existing Agreement shall remain in place for the duration of the Existing Agreement and for any successor Agreement that may be agreed upon by and between the Parties.

19. Lead Agent; Communications Between the Parties.

- A. The Parties agree that Robbinsville shall serve as the lead agent and project manager to oversee the entire renovation project concerning the New Facility.
- B. The Parties agree that Robbinsville shall provide Hightstown with regular (at least quarterly) written progress reports concerning the renovation of the New Facility.
- C. Communications between the Parties regarding the renovation and use of the New Facility under this Agreement shall be directed to the Business Administrator of the respective Party; however, nothing contained within this section shall prevent the Business Administrator or Mayor of either Party from contacting their counterpart for the other Party with information or suggestions regarding the renovation or use of the New Facility provided hereunder.
- D. Up to and during the term of this Agreement, each Party agrees to meet to discuss the renovation and use of the New Facility and any other matters that are relevant under this Agreement. Neither Party shall deny the other’s request for a meeting so long as the meeting is noticed at least 72 hours in advance.
- E. The Chief of Police of both Hightstown and Robbinsville shall be invited to participate in any meetings between the Parties that may affect Police Operations,

including with respect to renovations and/or construction of their respective dedicated and/or shared police spaces. Each Party shall be solely responsible for any additional costs associated with any renovations, alterations, and/or construction to the shared police spaces that solely impacts or benefits their respective Police Operations.

20. Dispute Resolution. Disputes arising out of the renovation and use of the New Facility shall be referred to the business administrators for each Party for resolution. In the event the dispute cannot be resolved by the business administrators, then the dispute shall first be attempted to be resolved by non-binding arbitration. For such actions, there shall be a single arbitrator sitting in Mercer County, New Jersey and the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except as modified herein. Costs and fees of the arbitrator and the AAA shall be divided evenly between the Parties. Any dispute not resolved by arbitration shall be subject to action in the Superior Court of New Jersey pursuant to Sections 22 and 23 below.

21. 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

22. 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.

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

24. 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.

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

26. 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.

27. 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.

28. 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.

29. Revocation of Prior Agreements. The Parties do hereby cancel and revoke all prior agreements and understandings whether oral or written, relating to the subject matter of the New Facility, including but not limited to the October 14, 2021, Agreement referenced in Section 10 of this Agreement.

30. 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.

31. 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

Margaret Riggio, Municipal Clerk

Susan Bluth, Mayor

ATTEST:

TOWNSHIP OF ROBBINSVILLE

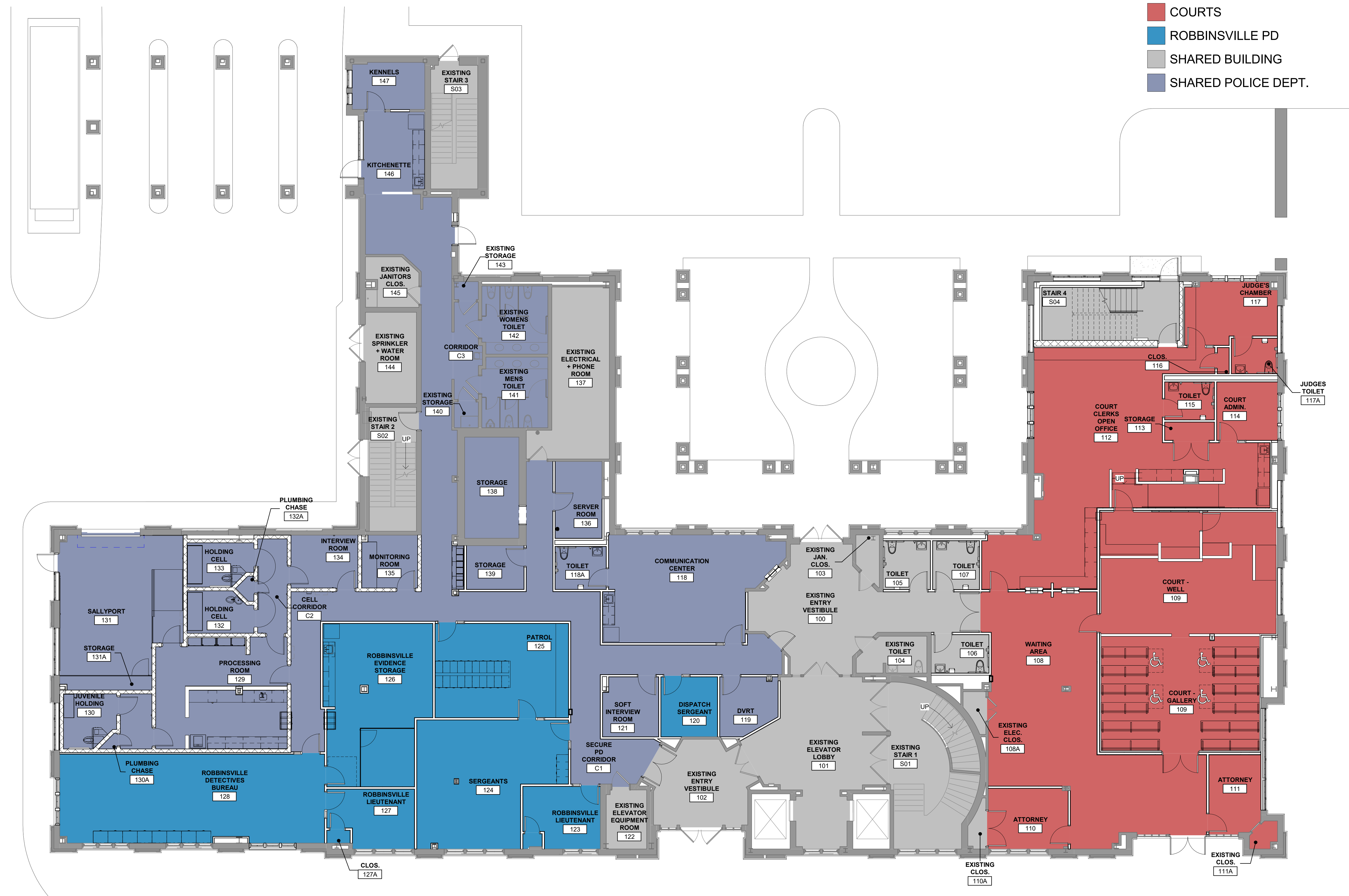
Michele Seigfried, Municipal Clerk

Bruce R. Darvas, Acting Mayor

EXHIBIT A

Department Legend

- COURTS
- ROBBINSVILLE PD
- SHARED BUILDING
- SHARED POLICE DEPT.



ROBBINSVILLE MUNICIPAL COMPLEX
ROBBINSVILLE TOWNSHIP

FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"



Department Legend

- COURTS
- HIGHTSTOWN PD
- MUNICIPAL
- ROBBINSVILLE PD
- SHARED BUILDING
- SHARED POLICE DEPT.



Department Legend

- MUNICIPAL
- SHARED BUILDING

Borough of Hightstown
County of Mercer

Resolution 2025-47

**AUTHORIZING PAYMENT NO. 4 AND CHANGE ORDER NO. 2 –
EARLE ASPHALT IMPROVEMENTS TO ORCHARD AVENUE,
MEADOW DRIVE, CLOVER LANE, AND SOUTH MAIN STREET**

WHEREAS, on March 18, 2024, the Borough Council awarded a contract for the Improvements to Orchard Avenue, Meadow Drive, Clover Lane and South Main Street to Earle Asphalt, of Farmingdale, New Jersey at the price of \$1,590,913.13; and

WHEREAS, the contractor has submitted a request for payment No. 4 in the amount of \$172,685.26, for partial payment through November 19, 2024; and

WHEREAS, the Borough Engineer has recommended approval of Payment Request No. 4 to the contractor in the amount \$172,685.26.

WHEREAS, the contractor has submitted Change Order No. 2 adjustments to as-built quantities and additional quantities for traffic control, driveway repair, and concrete curb as required in the field; and

WHEREAS, the Borough Engineer has recommended approval of Change Order No. 2. which decreases the contract price by \$206,632.08 (-12.99%).

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, Payment Request No. 4 to Earle Asphalt, of Farmingdale, New Jersey for \$172,685.26 and Change Order No. 2 is hereby approved as detailed herein, and the Deputy CFO is authorized to issue same.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025.

Margaret Riggio, Borough Clerk



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

MEMORANDUM

TO: Mayor and Council
Borough of Hightstown

FROM: Carmela Roberts, PE, CME, CPWM *CR*
Borough Engineer

DATE: January 16, 2025

RE: Improvements to Orchard Avenue, Meadow Drive,
Clover Lane, and South Main Street
Payment No. 4
Our File No.: H1804

Attached please find the following in reference to Payment No. 4 and Change Order No. 2 which is a partial payment through November 19, 2024 for site clearing, traffic control, tree plantings, inlet curb pieces, driveway repair, concrete sidewalk, detectable warning surfaces, concrete steps, RRFBs, signage, traffic markings and striping, fertilizing, seeding, and topsoiling:

1. Payment No. 4
2. Invoice No. 4
3. Change Order No. 1 – NJIB Form
4. Change Order No. 2 – NJDOT and NJIB Forms
5. Certified Payrolls
6. Monthly Project Workforce Reports

The NJIB Change Order No. 1 form was omitted from the previous payment recommendation. Please have the form signed and a PDF copy returned to us.

Change Order No. 2 decreases the contract price by \$206,632.08 (-12.99%). Change Order No. 2 includes adjustments to as-built quantities and additional quantities for traffic control, driveway repair, and concrete curb as required in the field.

The total recommended payment amount of \$172,685.26 is split as follows:

General Capital (Roadway):	\$172,685.26
Water and Sewer:	\$0.00

I recommend payment be made to Earle Asphalt Company in the amount of \$172,685.26.

Should you have any questions, please do not hesitate to call.

cc: Dimitri Musing, Borough Administrator
Peggy Riggio, RMC, CMR, Borough Clerk
Mairead Thompson, Assistant Borough Administrator
Donna Condo, Borough CFO
Bill Mead, Earle Asphalt Company
Cameron Corini, PE, CME, CPWM, Roberts Engineering Group, LLC
Kelly Pham, EIT, Roberts Engineering Group, LLC
Stephanie Katz, Roberts Engineering Group, LLC



PAYMENT No. 4
IMPROVEMENTS TO ORCHARD AVENUE, MEADOW DRIVE, CLOVER LANE, AND SOUTH MAIN STREET
Borough of Hightstown, Mercer County, New Jersey
 January 14, 2025
 File No.: H1804

Item No.	Description	Units	Contract Quantity	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
1	Mobilization	LS	1.00	1.00	0.00	\$60,000.00	\$60,000.00
2	Clearing Site	LS	1.00	1.00	0.20	\$75,623.33	\$75,623.33
3	Project Video	LS	1.00	1.00	0.00	\$1,500.00	\$1,500.00
4	Traffic Director, Flagger	HOUR	200.00	305.00	155.00	\$125.00	\$38,125.00
5	Uniform Traffic Director	HOUR	500.00	172.32	153.80	\$140.00	\$24,124.68
6	Traffic Cones	UNIT	25.00	0.00	0.00	\$0.01	\$0.00
7	Drums	UNIT	15.00	0.00	0.00	\$0.01	\$0.00
8	Breakaway Barricade	UNIT	9.00	0.00	0.00	\$0.01	\$0.00
9	Construction Sign 'B' (60"x30")	UNIT	3.00	0.00	0.00	\$0.01	\$0.00
10	Construction Sign 'C' (72"x60")	UNIT	3.00	0.00	0.00	\$0.01	\$0.00
11	Tree Removal, Over 6" to 12" Diameter	UNIT	3.00	0.00	0.00	\$1,250.00	\$0.00
12	Tree Planting, 2" Cal.	UNIT	10.00	2.00	2.00	\$750.00	\$1,500.00
13	Inlet Filter, Type 2	UNIT	18.00	0.00	0.00	\$50.00	\$0.00
14	Repair of Structure, Inlet	UNIT	13.00	9.00	0.00	\$1,000.00	\$9,000.00
15	Manhole Frame and Cover, Storm	UNIT	1.00	1.00	0.00	\$1,000.00	\$1,000.00
16	Bicycle Safe Frame and Grate, Type 'B'	UNIT	6.00	2.00	0.00	\$375.00	\$750.00
17	8" Type 'N' Eco Curb Piece	UNIT	18.00	14.00	4.00	\$300.00	\$4,200.00
18	Trench Drain with Frame and Grate, 24"x2'	UNIT	1.00	1.00	0.00	\$15,000.00	\$15,000.00
19	Manhole Frame and Cover, Sanitary	UNIT	14.00	14.00	0.00	\$1,000.00	\$14,000.00
20	Connect to Existing Manhole	UNIT	2.00	2.00	0.00	\$2,000.00	\$4,000.00
21	Concrete Encasement	LF	90.00	27.00	0.00	\$30.00	\$810.00
22	8" DIP Sanitary Sewer Main	LF	90.00	90.00	0.00	\$375.00	\$33,750.00
23	6" PVC Sanitary Lateral	LF	1,744.00	639.00	0.00	\$5.00	\$3,195.00
24	PVC Cleanout, Sanitary	UNIT	68.00	62.00	0.00	\$4,600.00	\$285,200.00
25	Doghouse Manhole with Frame and Cover, Sanitary Sewer	UNIT	2.00	2.00	0.00	\$15,000.00	\$30,000.00
26	Transfer Existing Water Service	UNIT	2.00	2.00	0.00	\$2,000.00	\$4,000.00
27	6" DIP Water Main	LF	140.00	140.00	0.00	\$300.00	\$42,000.00
28	Fire Hydrant Assembly, Complete	UNIT	1.00	1.00	0.00	\$16,500.00	\$16,500.00
29	6" Cap	UNIT	4.00	4.00	0.00	\$1,000.00	\$4,000.00
30	6" Gate Valve	UNIT	1.00	1.00	0.00	\$2,750.00	\$2,750.00
31	6" Insertion Valve	UNIT	1.00	0.00	0.00	\$7,500.00	\$0.00
32	6"x6" Tee	UNIT	2.00	2.00	0.00	\$4,500.00	\$9,000.00
33	Remove and Reset Stone Steps	SY	3.00	0.00	0.00	\$600.00	\$0.00
34	Remove and Reset Decorative River Stone	SY	11.00	0.00	0.00	\$55.00	\$0.00
35	Remove and Reset Brick Sidewalk	SY	5.00	5.00	5.00	\$180.00	\$900.00
36	Hot Mix Asphalt Driveway, 2" Thick	SY	387.00	448.10	61.10	\$80.00	\$35,848.00
37	Concrete Sidewalk, 4" Thick	SY	481.00	434.00	262.34	\$135.00	\$58,590.00
38	Stone Driveway	SY	20.00	20.00	11.00	\$34.00	\$680.00
39	Reinforced Concrete Sidewalk, 6" Thick	SY	142.00	119.70	87.20	\$140.00	\$16,758.00
40	Detectable Warning Surface	SY	7.00	7.00	5.12	\$250.00	\$1,750.00
41	Concrete Steps	UNIT	1.00	1.00	1.00	\$4,850.00	\$4,850.00
42	6"x8"x16" Concrete Vertical Curb	LF	3,810.00	3,729.00	0.00	\$39.00	\$145,431.00
43	8"x9"x18" Concrete Vertical Curb	LF	586.00	641.00	152.00	\$65.00	\$41,665.00
44	HMA Milling, 3" or Less	SY	16,615.00	15,036.00	0.00	\$2.75	\$41,349.00
45	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	TON	2,515.00	1,653.79	0.00	\$97.00	\$160,417.63
46	Hot Mix Asphalt 9.5M64 Leveling Course, Variable Thickness	TON	400.00	25.00	0.00	\$95.00	\$2,375.00
47	Tack Coat	GAL	1,690.00	900.00	0.00	\$3.00	\$2,700.00
48	HMA Pavement Repair	SY	971.77	525.00	0.00	\$40.00	\$21,000.00
49	Dense Graded Aggregate, If & Where Directed	CY	50.00	0.00	0.00	\$35.00	\$0.00
50	1 1/2" Clean Stone, If & Where Directed	CY	50.00	0.00	0.00	\$80.00	\$0.00
51	Rectangular Rapid Flashing Beacon (RRFB), Complete	UNIT	2.00	2.00	2.00	\$16,000.00	\$32,000.00
52	Regulatory Sign, R1-1 'Stop', 30"x30"	UNIT	4.00	4.00	4.00	\$300.00	\$1,200.00
53	Regulatory Sign, R2-1 'Speed Limit', 24"x30"	UNIT	1.00	1.00	1.00	\$235.00	\$235.00
54	Regulatory Sign, R7-3 'No Parking', 30"x24", with Sign Post	UNIT	1.00	1.00	1.00	\$235.00	\$235.00
55	Warning Sign, W15-2 'Watch Children', 36"x36"x36"	UNIT	2.00	2.00	2.00	\$430.00	\$860.00
56	Warning Sign, W11-2 'Pedestrian Crossing', 30"x30"	UNIT	2.00	1.00	1.00	\$300.00	\$300.00
57	Warning Sign, W16-9P 'Ahead' Plaque, 24"x12"	UNIT	2.00	0.00	0.00	\$30.00	\$0.00
58	Street Sign	UNIT	12.00	5.00	5.00	\$315.00	\$1,575.00
59	Traffic Marking, 24" Wide White	LF	439.00	439.00	439.00	\$5.00	\$2,195.00
60	Traffic Marking, 8" Wide White	LF	354.00	354.00	354.00	\$2.00	\$708.00

**Hightstown Borough Council
February 3, 2025 Meeting**

42

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



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

Item No.	Description	Units	Contract Quantity	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
61	Traffic Stripe, 4" Wide Yellow	LF	180.00	180.00	180.00	\$1.00	\$180.00
62	Long Life Epoxy Resin Curb Marking, Yellow	LF	1,600.00	1,343.00	1,343.00	\$2.40	\$3,223.20
63	Fertilizing and Seeding, Type A-3	SY	1,020.00	1,450.00	1,450.00	\$1.00	\$1,450.00
64	Topsoiling, 5" Thick	SY	1,290.00	1,450.00	160.00	\$22.00	\$31,900.00
65	Excavation, Test Pit	CY	150.00	0.00	0.00	\$25.00	\$0.00
66	Fuel Price Adjustment	DOLLAR	5,000.00	-2,513.00	0.00	\$1.00	(\$2,513.00)
67	Asphalt Price Adjustment	DOLLAR	7,499.63	3,874.77	0.00	\$1.00	\$3,874.77
68	Allowance	DOLLAR	20,000	0.00	0.00	\$1.00	\$0.00
S-1	Reconstruct Type 'B' Inlet	UNIT	1	1.00	0.00	\$8,627.61	\$8,627.61
S-2	Tree Removal, 18" Diameter	UNIT	1	1.00	0.00	\$2,677.50	\$2,677.50
S-3	Sewer Main Crack Repair	LS	1	1.00	0.00	\$2,031.36	\$2,031.36
S-4	Water Service Repair	LS	1	1.00	0.00	\$941.02	\$941.02
S-5	Water Service Replacements	LS	1	1.00	0.00	\$5,327.93	\$5,327.93
S-6	2.0% HMA Air Void Penalty	DOLLAR	-3,256	-3,255.85	0.00	\$1.00	(\$3,255.85)
TOTAL WORK COMPLETED							\$1,308,114.18
LESS: RETAINAGE		2%					\$26,162.28
SUBTOTAL							\$1,281,951.90
LESS: PREVIOUS PAYMENTS						\$1,109,266.64	
TOTAL AMOUNT DUE							\$172,685.26
AMOUNT OF ORIGINAL CONTRACT							\$1,590,913.13
AMOUNT OF ORIGINAL CONTRACT ADJUSTED BY CHANGE ORDER NOS. 1 & 2 (-12.99%)							\$1,384,281.05


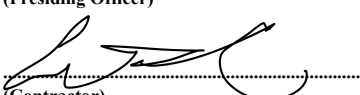
NEW JERSEY DEPARTMENT OF TRANSPORTATION
DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT
CHANGE ORDER NUMBER - 2
STATE AID PROJCT
1 of 1

Project	Improvements to Orchard Avenue, Meadow Drive, Clover Lane, and South Main Street
Municipality	Borough of Hightstown
County	Mercer County
Contractor	Earle Asphalt Company

In accordance with the project Supplementary Specification, the following are changes in the contract.
Location and Reason for Change (Attach additional sheets if required)
 Adjustments to as-built quantities.
 Additional traffic control and curb replacement as required for construction on South Main Street.
 Additional driveway repair as required to meet existing conditions and additional driveway repairs as determined in the field.

Item No.	Description	Quantity (+/-)	Unit Price	Amount
4	Traffic Director, Flagger	105.00	HOUR	\$125.00 \$13,125.00
11	Tree Removal, Over 6" to 12" Diameter	-3.00	UNIT	\$1,250.00 -\$3,750.00
12	Tree Planting, 2" Cal.	-8.00	UNIT	\$750.00 -\$6,000.00
21	Concrete Encasement	-63.00	LF	\$30.00 -\$1,890.00
23	6" PVC Sanitary Lateral	-1105.00	LF	\$5.00 -\$5,525.00
24	PVC Cleanout, Sanitary	-6.00	UNIT	\$4,600.00 -\$27,600.00
33	Remove and Reset Stone Steps	-3.00	SY	\$600.00 -\$1,800.00
34	Remove and Reset Decorative River Stone	-11.00	SY	\$55.00 -\$605.00
36	Hot Mix Asphalt Driveway, 2" Thick	61.10	SY	\$80.00 \$4,888.00
43	8"x9"x18" Concrete Vertical Curb	55.00	LF	\$65.00 \$3,575.00
44	HMA Milling, 3" or Less	-1579.00	SY	\$2.75 -\$4,342.25
45	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	-861.21	TON	\$97.00 -\$83,537.37
46	Hot Mix Asphalt 9.5M64 Leveling Course, Variable Thickness	-375.00	TON	\$95.00 -\$35,625.00
47	Tack Coat	-790.00	GAL	\$3.00 -\$2,370.00
48	HMA Pavement Repair	-446.77	SY	\$40.00 -\$17,870.80
49	Dense Graded Aggregate, If & Where Directed	-50.00	CY	\$35.00 -\$1,750.00
50	1 1/2" Clean Stone, If & Where Directed	-50.00	CY	\$80.00 -\$4,000.00
62	Long Life Epoxy Resin Curb Marking, Yellow	-257.00	LF	\$2.40 -\$616.80
63	Fertilizing and Seeding, Type A-3	430.00	SY	\$1.00 \$430.00
64	Topsoiling, 5" Thick	160.00	SY	\$22.00 \$3,520.00
65	Excavation, Test Pit	-150.00	CY	\$25.00 -\$3,750.00
66	Fuel Price Adjustment	-7,513.00	DOLLAR	\$1.00 -\$7,513.00
67	Asphalt Price Adjustment	-3624.86	DOLLAR	\$1.00 -\$3,624.86
68	Allowance	-20000.00	DOLLAR	\$1.00 -\$20,000.00
Amount of Original Contract		\$1,590,913.13	Extra	\$25,538.00
Adjusted Amount Based on Change			Supplemental	\$0.00
Order Nos. 1 and 2		\$1,384,281.05	Reduction	-\$232,170.08
			Total Change	-\$206,632.08

% Change in Contract
 [(+) Increase or (-) Decrease] -12.99 %

	1/16/15
(Engineer)	(Date)	(Local Aid)	(Date)
.....
(Presiding Officer)	(Date)		
	1/16/25		
(Contractor)	(Date)		

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE Borough of Hightstown	2. PROJECT NO. S340915-08	3. CONTRACT NO. 1	4. MODIFICATION NO. 2
5. TO (CONTRACTOR) Earle Asphalt Company		6. PROJECT LOCATION AND DESCRIPTION Improvements to Orchard Avenue, Meadow Drive, Clover Lane, and South Main Street	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

_____ 1/16/25 _____ Carmela Roberts, P.E., Borough Engineer _____
Date Type Name and Title Signature

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:

- Adjustments to as-built quantities.
 - Additional traffic control and curb replacement as required for construction on South Main Street.
 - Additional driveway repair as required to meet existing conditions and additional driveway repairs as determined in the field.
- As a result of the above, the contract price is revised as follows:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
DEDUCTS				
11	Tree Removal, Over 6" to 12" Diameter	-3.00 UNIT	\$1,250.00	-\$3,750.00
12	Tree Planting, 2" Cal.	-8.00 UNIT	\$750.00	-\$6,000.00
21	Concrete Encasement	-63.00 LF	\$30.00	-\$1,890.00
23	6" PVC Sanitary Lateral	-1,105.00 LF	\$5.00	-\$5,525.00
24	PVC Cleanout, Sanitary	-6.00 UNIT	\$4,600.00	-\$27,600.00
33	Remove and Reset Stone Steps	-3.00 SY	\$600.00	-\$1,800.00
34	Remove and Reset Decorative River Stone	-11.00 SY	\$55.00	-\$605.00
44	HMA Milling, 3" or Less	-1,579.00 SY	\$2.75	-\$4,342.25
45	Hot Mix Asphalt 9.5M64 Surface Course, 2" Thick	-861.21 TON	\$97.00	-\$83,537.37
46	Hot Mix Asphalt 9.5M64 Leveling Course, Variable Thickness	-375.00 TON	\$95.00	-\$35,625.00
47	Tack Coat	-790.00 GAL	\$3.00	-\$2,370.00
48	HMA Pavement Repair	-446.77 SY	\$40.00	-\$17,870.80
49	Dense Graded Aggregate, If & Where Directed	-50.00 CY	\$35.00	-\$1,750.00
50	1 1/2" Clean Stone, If & Where Directed	-50.00 CY	\$80.00	-\$4,000.00
62	Long Life Epoxy Resin Curb Marking, Yellow	-257.00 LF	\$2.40	\$616.80
65	Excavation, Test Pit	-150.00 CY	\$25.00	-\$3,750.00
66	Fuel Price Adjustment	-7,513.00 DOLLAR	\$1.00	-\$7,513.00
67	Asphalt Price Adjustment	-3,624.86 DOLLAR	\$1.00	-\$3,624.86
68	Allowance	-20,000 DOLLAR	\$1.00	-\$20,000.00
TOTAL DEDUCT				-\$232,170.08
EXTRAS				
4	Traffic Director, Flagger			
36	Hot Mix Asphalt, 2" Thick	105.00 HOUR	\$125.00	\$13,125.00
43	8"x9"x18" Concrete Vertical Curb	61.10 SY	\$80.00	\$4,888.00
63	Fertilizing and Seeding, Type A-3	55.00 LF	\$65.00	\$3,575.00
64	Topsoiling, 5" Thick	430.00 SY	\$1.00	\$430.00
		160.00 SY	\$22.00	\$3,520.00
TOTAL EXTRA				\$25,538.00

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

SUPP.

TOTAL SUPPLEMENTAL \$0.00

TOTAL COST OF THIS MODIFICATION -\$206,632.08

The contract time is hereby: increase decrease or remains the same by 0 calendar days as a result of this modification.

The foregoing modification is hereby accepted:


CONTRACTOR

OWNER




ENGINEER

BY: Bill Mead BY: _____ BY: Carmela Roberts, PE, CME, CPWM
DATE: 1/16/2025 DATE: _____ DATE: 1/16/15

APPROVAL: _____
STATE OF NEW JERSEY DATE

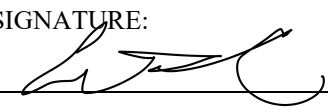
9. ISSUING OFFICE Borough of Hightstown	10. PROJECT NO. S340915-08	11. CONTRACT NO. 1	12. MODIFICATION NO. 2
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13. CONTRACTOR'S PROPOSAL – Change in Contract Price and Extension of Time
(Detailed breakdown, attach additional sheets as necessary)


(Proposed)

Please refer to attached memos and invoices from contractor detailing supplemental line items

NET INCREASE <u>\$ 0</u>	NET DECREASE <u>\$ 206,632.08</u>	CALENDER DAYS INCREASE <u>0</u> DAYS
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DATE: <u>1/16/25</u>	TYPE NAME AND TITLE: <u>Bill Mead, Group Manager</u>	SIGNATURE: 
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CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Borough of Hightstown, S340915-08	15. CONTRACT NO. 1	16. MODIFICATION NO. 2
17. ORIGINAL CONTRACT BID PRICE \$ 1,590,913.13 TOTAL OF PREVIOUS CHANGE ORDERS - \$232,170.08 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ 1,384,281.05		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: This change order adjusts to as-built quantities. Additional traffic control and curb replacement as required for construction on South Main Street. Additional driveway repair as required to meet existing conditions and additional driveway repairs as determined in the field.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : Negotiations between Earle Asphalt Company and Roberts Engineering Group were conducted throughout the duration of construction. See attached documentation.		
DATE: 1/16/25	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Carmela Roberts, P.E. Borough Engineer	SIGNATURE: 

Borough of Hightstown
County of Mercer

Resolution 2025-48

**AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROBBINSVILLE
TOWNSHIP FOR AUTOMOTIVE REPAIR SERVICES**

WHEREAS, the Borough of Hightstown desires to contract with the Township of Robbinsville for the provision of Automotive Repair services for the period of January 1, 2025 to December 31, 2026; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

WHEREAS, funds for this expenditure will be made available in the 2025 and 2026 budgets; and

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 is hereby authorized to execute and the Borough Clerk to attest the Shared Services Agreement on behalf of Hightstown.
2. That, in accordance with the aforementioned agreement, Hightstown hereby designates Frank Gendron, Police Chief, or his appointee, to schedule and be responsible for all repairs to police vehicles and Ken Lewis, Superintendent of Public Works, to schedule and be responsible for all repairs to all other Borough-owned vehicles.
3. That, in accordance with the aforementioned agreement, no repair in excess of \$350 shall be made by Robbinsville unless specifically authorized by the designated Hightstown Borough Representative.
4. That the continuation of this agreement is contingent upon the availability of adequate funding in the Borough's 2025 and 2026 budgets.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025

Margaret Riggio, Borough Clerk

**AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE
TOWNSHIP OF ROBBINSVILLE FOR THE PROVISION OF AUTOMOTIVE REPAIR
SERVICES**

THIS AGREEMENT made this ____ day of _____, 2025, by and between:

THE BOROUGH OF HIGHTSTOWN (“Hightstown”), a municipal corporation of the State of New Jersey, with its 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, Hightstown is in need of the provision of automotive repair services for its vehicles and equipment (“Services”); and

WHEREAS, Robbinsville has the ability to provide and is agreeable to providing Services to Hightstown; and

WHEREAS, the Parties wish to enter into an agreement in accordance with the Act so that Robbinsville can provide the Services to Hightstown; and

WHEREAS, the Governing Bodies of Robbinsville and Hightstown find that it would be in the best interests of the Parties for Robbinsville to provide the Services to Hightstown 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. Scope of Services. Robbinsville shall provide the Services to Hightstown in accordance with the terms and conditions set forth below:

A. No vehicle/equipment repair in excess of \$350.00 shall be made by Robbinsville unless specifically authorized by the designated Hightstown representative.

B. Hightstown shall designate one (1) person and one (1) back-up person to schedule and be responsible for authorization on all repairs.

C. Minor road calls shall be performed by Robbinsville during normal business hours at the hourly rate provided in subsection E below, provided that manpower and equipment is available and not being utilized in the servicing or repair of Robbinsville's vehicles.

D. Minor emergency repairs, such as flat tires, inoperative lighting, wiper blades, etc., will be performed on an immediate basis at the Robbinsville facility (DPW garage) during normal business hours.

E. Robbinsville shall charge Hightstown for the Services as follows:

- i. Labor rate of \$77.29 per man hour.
- ii. Ten Percent (10%) over Robbinsville's cost for all repair parts and sublet parts. No charge will be made for parts which are supplied by Hightstown.

F. Payment shall be made by Hightstown to Robbinsville in accordance with invoices provided by Robbinsville to Hightstown. Payment by Hightstown to Robbinsville shall be made within thirty (30) days of receipt of each invoice.

2. Term. This Agreement shall commence on January 1, 2025, and the provisions thereof shall continue until December 31, 2026. Each Party shall notify the other in writing at least sixty (60) days before expiration of this Agreement if it desires to continue Services and negotiate a new agreement for the succeeding year(s).

3. Hold Harmless/Indemnification. Hightstown shall indemnify and hold Robbinsville, its Personnel, officers, employees and agents, harmless from and against any and all claims of whatever nature or type arising from the provision of Services pursuant to this Agreement, so long as the actions upon which the demand or claim, or assertion of liability, are founded were performed in the course of receiving the Services pursuant to the terms of this Agreement, and were not performed in bad faith, and did not constitute actual fraud, actual malice, willful misconduct, gross negligence, an intentional wrong or a criminal act. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person. It is understood and agreed that Robbinsville shall be responsible for any actions of its Personnel, when providing Services pursuant to this Agreement, performed in bad faith or constituting actual fraud, actual malice, willful misconduct, gross negligence, an intentional wrong, or a criminal act.

4. 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:

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

5. **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.

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

7. **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.

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

9. **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.

10. **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.

11. **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.

SIGNATURES APPEAR ON THE NEXT PAGE

ATTEST:

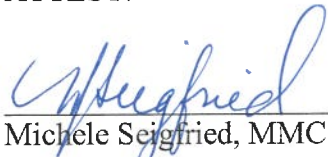
BOROUGH OF HIGHTSTOWN

Peggy Riggio, Municipal Clerk


Susan Bluth, Mayor

ATTEST:

TOWNSHIP OF ROBBINSVILLE



Michele Seigfried, MMC, RMC, CMR



David Fried, Mayor

Borough of Hightstown
County of Mercer

Resolution 2025-49

**AUTHORIZING A RENEWED SHARED SERVICES AGREEMENT
WITH MERCER COUNTY FOR EMS DISPATCH SERVICES**

WHEREAS, with the adoption of Resolution 2014-126 on June 2, 2014, the Borough Council approved a Shared Services Agreement with Mercer County for Emergency Medical Dispatch Services for the period of July 1, 2014 to December 31, 2016; and

WHEREAS, Hightstown Borough has entered into successor agreements annually since the inception of the original agreement; and

WHEREAS, the parties desire to enter into a successor agreement to continue the provision of Emergency Medical Dispatch Services to the Borough by Mercer County for a one-year period, January 1, 2025 through December 31, 2025; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40:65-1 et seq. authorizes the approval of Shared Services Agreements by Resolution; and

WHEREAS, the Mayor and Council have reviewed the proposed Shared Services Agreement for Emergency Medical Dispatch Services for the period January 1, 2025 through December 31, 2025; and

WHEREAS, the Borough's net share of costs for these services, by the terms of this agreement, for the period January 1, 2025 through December 31, 2025 will be Six Thousand Five Hundred and Thirty Dollars (\$6,530.00) for this 12-month period; and

WHEREAS, additional terms of said Services shall be established in a shared services agreement signed by Mercer County and Hightstown Borough; and

WHEREAS, it is the intention of the Mayor and Council to provide adequate funding for this expenditure in the 2025 budget.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown:

1. The Mayor and Municipal Clerk are hereby authorized to execute a shared services agreement for EMS Dispatch Services as stated herein.
2. This agreement is approved subject to the provision of adequate funds in the Borough's 2025 budget.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025.

Margaret Riggio, Borough Clerk

**SHARED SERVICES AGREEMENT
BETWEEN
THE COUNTY OF MERCER AND THE BOROUGH OF HIGHTSTOWN
FOR THE PROVISION OF EMS DISPATCH SERVICES**

THIS AGREEMENT, made this ____ day of _____, 2025, by and between the County of Mercer, a body politic of the State of New Jersey, with principal offices located at 640 South Broad Street, Trenton, Mercer County, New Jersey (hereinafter referred to as “COUNTY”), and the Borough of Hightstown, a municipal corporation of the State of New Jersey, with principal offices located at 156 Bank Street, Hightstown, Mercer County, New Jersey (hereinafter referred to as “MUNICIPALITY”).

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., permits local units of this State to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

WHEREAS, the COUNTY is interested in providing EMS dispatch services to the MUNICIPALITY, and the MUNICIPALITY is interested in having said services available to its residents;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the COUNTY and the MUNICIPALITY hereby agree as follows:

1. The COUNTY agrees to provide EMS dispatch services to the MUNICIPALITY.

2. The term of this Agreement shall be one (1) year for the period of January 1, 2025 through December 31, 2025.

3. The MUNICIPALITY shall be assessed an annual assessment representing the cost of the calls made to, and received by the COUNTY for EMS dispatch services.

4. There shall be an adjustment to the annual assessment in January of the subsequent calendar year to reflect actual calls in the prior year.

5. Based on the annual assessment the MUNICIPALITY will pay an annual cost for EMS dispatch in the amount of \$6,530.00 to the COUNTY within thirty (30) days of invoicing by the COUNTY.

6. Each party shall indemnify, defend and hold harmless the other party, its agents, officers and employees, and their successors and assigns, from and against all liability for any claims, suits, demands, actions or causes of action of any kind and nature arising out of or in connection with the provision of the parties' respective responsibilities under this Agreement, to the extent permitted by law.

7. This Agreement may be terminated at any time by either party, with or without cause; however, unless otherwise agreed to by the parties, a termination shall not become effective for a minimum of ninety (90) days following the receipt of the notice of termination by the non-terminating party.

8. All notices, statements or other documents required by the Agreement shall be hand-delivered or mailed to the following designated representatives:

A. The designated representative for the COUNTY is:
Christopher Marion, County Administrator
County of Mercer
640 S. Broad Street
Trenton, NJ 08650

B. The designated representative for the MUNICIPALITY is:
Peggy Riggio, Municipal Clerk
Borough of Hightstown
156 Bank Street
Hightstown, NJ 08520

9. 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.

10. 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.

11. 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 hereto have caused this Agreement to be duly executed the day and year aforesaid.

ATTEST:

COUNTY OF MERCER

JERLENE H. WORTHY
CLERK TO THE BOARD
OF COUNTY COMMISSIONERS

DANIEL R. BENSON
COUNTY EXECUTIVE

ATTEST:

MARGARET RIGGIO
BOROUGH CLERK

SUSAN BLUTH, MAYOR

Borough of Hightstown
County of Mercer

Resolution 2025-50

**ACCEPTING MEMBERSHIP OF PETER L. MCCLELLAN IN
HIGHTSTOWN ENGINE CO. NO. 1**

WHEREAS, Peter R. McClellan of Hightstown, New Jersey has applied for membership in Hightstown Engine Company No. 1; and

WHEREAS Peter McClellan 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 Peter R. McClellan 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.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-51

RESOLUTION AUTHORIZING THE MERCER COUNTY HIGHTSTOWN SMALL BUSINESS AND NON-PROFIT GRANT WORKSHOP AS BOROUGH SPONSORED EVENT

WHEREAS, the Borough of Hightstown recognizes the importance of supporting small businesses and nonprofit organizations within the community; and

WHEREAS, the Mercer County Office for Economic Development will be presenting a workshop on Monday, February 9, 2025 from 4:00 p.m. – 6:00 p.m. at the Hightstown Firehouse hall to assist Hightstown area small businesses and non-profits with the application process; and

WHEREAS, the Borough of Hightstown is joining with the Mercer County Office for Economic Development to host the Hightstown Small Business and Non-profit Grant Workshop, to provide direct support and information to local businesses and nonprofit organizations; and

WHEREAS, the Governing Body of the Borough of Hightstown wish to authorize this event as a Borough-sponsored event, recognizing its benefit to local economic development and community organizations;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, that the Mercer County Hightstown Small Business and Non-profit Grant Workshop, presented by the Mercer County Office for Economic Development, is hereby authorized and designated as a Borough-sponsored event.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-52

AUTHORIZING A REFUND FOR BULK GARBAGE FEE

WHEREAS, Diane Litz, 41 Dennis Court, Hightstown, New Jersey paid for one (1) sticker for bulk garbage pickup scheduled for January 31, 2025 with payment in the form of cash in the amount of \$10.00; and

WHEREAS, \$10.00 was deposited into account #5-01-08-105-600; and

WHEREAS, the resident no longer needed the sticker and returned it to Hightstown Borough; and

WHEREAS, the Clerk's Office is requesting that a refund of the \$10.00 paid for said bulk garbage sticker be issued.

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Finance Department is hereby authorized and directed to issue a refund in the amount of \$10.00 to Diane Litz, 41 Dennis Court, Hightstown, New Jersey, 08520, for a bulk garbage sticker as stated herein.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-53

**RESOLUTION MAKING AND CONFIRMING APPOINTMENTS FOR THE BOARD
OF HEALTH AND THE HIGHTSTOWN HOUSING AUTHORITY**

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

Board of Health

Robert Duffy (Alt #1)	2 Years	December 31, 2026
Walgena Daniels (Alt #2)	Unx. 2 Years	December 31, 2025

Housing Authority

Kevin Ryan	Unx. 5 Years	December 31, 2027
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I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-54

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 February 3, 2025, 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 – First Aid Donation

Contract Negotiations – Dawes Park

Contract Negotiations – Health Agreement

Personnel – Finance Office

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 May 3, 2025, 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.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on February 3, 2025.

Margaret Riggio, Borough Clerk