

AGENDA
Hightstown Borough Council
September 15, 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 September 2, 2025 – Public Session
September 2, 2025 – Executive Session

Presentation Proclamation Celebrating the 100th Birthday of Mr. Joseph Beely

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

2025-13 Final Reading and Public Hearing Bond Ordinance Providing for Improvements to Dutch Neck Road in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$580,000 Therefor and Authorizing the Issuance of \$580,000 Bonds or Notes of the Borough to Finance the Cost Thereof

2025-14 First Reading and Introduction Bond Ordinance Providing for Various Capital Improvements in and By the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$627,200 Therefor and Authorizing the Issuance of \$595,000 Bonds or Notes of the Borough to Finance part of the Cost Thereof

2025-15 First Reading and Introduction Bond Ordinance Providing for Improvements to the Water Treatment Plant for the Water-Sewer Utility in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$1,515,000 Therefor and Authorizing the Issuance of \$1,515,000 Bonds or Notes of the Borough to Finance the Cost Thereof

Resolutions

2025-182 Authorizing Payment of Bills

2025-183 A Resolution Authorizing the Application and Execution of a Grant Agreement Between the Borough of Hightstown and the New Jersey Department of Community Affairs

2025-184 Resolution Authorizing the Mayor and Borough Clerk to Execute a Memorandum of Understanding Between the County of Mercer and the Borough of Hightstown for the Provision of Improvements at the Hightstown Firehouse

2025-185 A Resolution Authorizing the Transfer of Titles for Certain Vehicles to the Hightstown First Aid Squad

Consent Agenda

2025-186 A Resolution Approving A Drop-In Art Class Presented by the Hightstown Borough Cultural Arts Commission as a Borough Sponsored Event

2025-187 Resolution Increasing the Bid Threshold to \$53,000 in Accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)

2025-188 Authorizing the Borough of Hightstown's Qualified Purchasing Agent (QPA) to Award Contracts Below the Bidding Threshold as Established by the Governor

2025-189 A Resolution Authorizing the Execution of A "Use and License Agreement" with Hightstown-East Windsor Historical Society ("HEWHS"), Concerning the Hightstown Family Fair to be Held at Bank Street and Rocky Brook Park on October 4, 2025.

2025-190 Resolution Canceling General Capital Improvement Appropriation Balances

2025-191 Resolution to Renew Membership in the Statewide Insurance Fund

Discussion

Use of Public Facility for Parking

Subcommittee Reports

Mayor/Council/Administrative Updates

Executive Session **Resolution 2025-192** Authorizing a Meeting that Excludes the Public

Contract Negotiations – Police Substation

Contract Negotiations – Personnel

Pending Litigation

Adjournment



BOROUGH OF HIGHTSTOWN

PROCLAMATION

CELEBRATING THE 100TH BIRTHDAY OF MR. JOSEPH BEELY

WHEREAS, the Mayor and Council of the Borough of Hightstown wish to recognize and celebrate extraordinary citizens whose lives of service and dedication have enriched our community; and

WHEREAS, Mr. Joseph “Joe” Beely, a lifelong resident of Hightstown, was born on September 18, 1925, and will celebrate his 100th birthday on September 18, 2025; and

WHEREAS, Mr. Beely honorably served his country as a veteran of the Korean War, and upon returning home, continued his service to the Borough of Hightstown as a water meter reader, a position through which he came to know nearly every household and family in town; and

WHEREAS, in recognition of his service and dedication, the Borough of Hightstown proudly named the water plant in his honor upon his retirement; and

WHEREAS, in 1958, Mr. Beely built his home on Maxwell Avenue, just across the street from the house where he was born, and cared for that home for 66 years until 2024, when at age 99, he moved to Bear Creek Assisted Living; and

WHEREAS, throughout his 100 years, Mr. Beely has faithfully served as a devoted member of St. Anthony of Padua Catholic Church, enjoyed a lifetime of travel and adventure including a memorable bi-plane flight around the Statue of Liberty at age 90 and witnessed historic events from the Great Depression to the technological revolution under the leadership of eighteen U.S. Presidents; and

WHEREAS, beyond his remarkable life experiences, Mr. Beely is known to all as a true gentleman, a kind spirit, and a man of sharp wit and memory, making him not only a beloved member of his family but also a treasured member of the Hightstown community.

NOW, THEREFORE, BE IT PROCLAIMED, that on behalf of the Borough Council and the citizens of Hightstown, I do hereby honor and celebrate Mr. Joseph Beely on the occasion of his 100th birthday and wish him continued health and happiness.

Presented this 18th day of September, 2025

Mayor, Susan Bluth



BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO DUTCH NECK ROAD IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$580,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$580,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$580,000, including a \$550,000 grant expected to be received from the State of New Jersey Department of Transportation (the "State Grant"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the costs of the project since the project is being partially funded by the State Grant.

Section 2. In order to finance the cost of the improvement and in anticipation of receipt of the State Grant referred to above, negotiable bonds are hereby authorized to be issued in the principal amount of \$580,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to Dutch Neck Road, including, but not limited to, the installation of a new sidewalk, the construction of curbs and the relocation of utility poles, including all work and materials necessary therefor and incidental thereto.

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

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

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

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

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

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

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

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$580,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

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

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

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

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

Introduction: September 2, 2025

Adoption: **SCHEDULED FOR PUBLIC HEARING SEPTEMBER 15, 2025**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$627,200 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$595,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$627,200, and further including the aggregate sum of \$32,200 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$595,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation

therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Police Department</u> 1) Acquisition of various equipment and vehicles for the Police Department, including but not limited to, computers, radios, evidence equipment, storage equipment, furniture, IT equipment, shredder, printer, fingerprint scanner and a police vehicle with outfitting, including all related costs and expenditures incidental thereto.	\$388,200	\$368,500	5 years
2) Acquisition of in-car modems and a BDX, and the digitalization of records, including all related costs and expenditures incidental thereto.	\$130,000	\$123,500	10 years
b) <u>Fire Department</u> 1) Acquisition of turnout gear and respiratory protection equipment, including all related costs and expenditures incidental thereto.	\$38,000	\$36,000	5 years
2) Acquisition of a Swiftwater boat, trailer and motor, including all related costs and expenditures incidental thereto.	\$46,000	\$43,500	15 years
c) <u>Office of Emergency Management</u> Acquisition of portable VHF/UHF radios, including all related costs and expenditures incidental thereto.	\$10,000	\$9,500	10 years

d) <u>Administration</u> Computer equipment upgrade, including all related costs and expenditures incidental thereto.		<u>\$15,000</u>		<u>\$14,000</u>		5 years
Total		<u>\$627,200</u>		<u>\$595,000</u>		

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

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

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

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 6.48 years.

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

provided in this bond ordinance by \$595,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$5,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

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

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

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

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

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

Introduced:

Adopted:

Margaret Riggio
Municipal Clerk

Susan Bluth
Mayor

BOND ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE WATER TREATMENT PLANT FOR THE WATER-SEWER UTILITY IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$1,515,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,515,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"). For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$1,515,000. Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the costs of the improvement since the project described in Section 3(a) hereof is expected to be funded through the New Jersey Infrastructure Bank.

Section 2. In order to finance the cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,515,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to the water treatment plant for the Water-Sewer Utility, including, but not limited to, engineering expenses in connection with the commencement of work to replace filters, and various construction projects, including walls,

pipng connections, filters and tank removal, including all work and materials necessary therefor and incidental thereto.

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

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

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

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

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

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

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 30 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,515,000, but that the net debt of the Borough determined as provided in the Local Bond Law is not increased by this bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$275,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

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

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

Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

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

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

Introduced:

Adopted:

Margaret Riggio
Municipal Clerk

Susan Bluth
Mayor

AUTHORIZING PAYMENT OF BILLS

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$1,385,625.18 from the following accounts:

Current	\$1,068,243.27
W/S Operating	69,353.26
General Capital	0.00
Water/Sewer Capital	247,295.65
Grant	0.00
Trust	557.00
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	0.00
Escrow	<u>176.00</u>
Total	<u>\$1,385,625.18</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 September 15, 2025.

Margaret Riggio, Borough Clerk

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>

Vendor #	Name	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl	
ADVAN015	ADVANCED ELECTRONIC DESIGN INC										
24-01091	09/26/24	RHINO TAB M1 IN-CAR LAP TOP									
1		RHINO TAB M1 IN-CAR LAP TOP	\$618.00	4-01-25-240-001-029	B	Maint. Contracts - Other	R	09/26/24	09/09/25	8278345	N
Vendor Total:		\$618.00									
A0510	ALL HANDS FIRE EQUIPMENT LLC										
25-01107	08/18/25	FORCE 6 DART THROW DRY BAG									
1		FORCE 6 DRY POCKET	\$59.46	5-01-25-252-002-173	B	Fire Dept Dive Team	R	08/18/25	09/09/25	INV23064	N
2		FORCE 6 EXTRICATION LEASH	\$67.15	5-01-25-252-002-173	B	Fire Dept Dive Team	R	08/18/25	09/09/25		N
3		FORCE 6 RESCUE TEC HARNESS	\$41.65	5-01-25-252-002-173	B	Fire Dept Dive Team	R	08/18/25	09/09/25		N
4		NRS ASTRAL RASSLER 2.0 SHOE	\$120.00	5-01-25-252-002-173	B	Fire Dept Dive Team	R	08/18/25	09/09/25		N
5		PETZLE EASHOOK OPEN CONNECT	\$43.96	5-01-25-252-002-173	B	Fire Dept Dive Team	R	08/18/25	09/09/25		N
6		SHIPPING FEDEX GROUND	\$50.00	5-01-25-252-002-173	B	Fire Dept Dive Team	R	08/18/25	09/09/25		N
		\$382.22									
Vendor Total:		\$382.22									
A0025	AT&T MOBILITY										
25-01149	09/02/25	INV 287298218043X08282025									
1		FIRE INSP AUGUST 2025	\$88.12	5-01-25-256-002-094	B	Computer Service,Support & Software	R	09/02/25	09/09/25	8043X08282025	N
2		DPW AUGUST 2025	\$189.64	5-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	09/02/25	09/09/25	8043X08282025	N
3		HPD AUGUST 2025	\$338.92	5-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	09/02/25	09/09/25	8043X08282025	N
4		HFD AUGUST 2025	\$280.88	5-01-25-252-002-029	B	Computer Software/Mntc/Equip	R	09/02/25	09/09/25	8043X08282025	N
5		WTP AUGUST 2025	\$86.08	5-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	09/02/25	09/09/25	8043X08282025	N
6		OEM AUGUST 2025	\$47.64	5-01-25-252-001-199	B	Miscellaneous	R	09/02/25	09/09/25	8043X08282025	N
7		AWWTP AUGUST 2025	\$37.31	5-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	09/02/25	09/09/25	8043X08282025	N
		\$1,068.59									
Vendor Total:		\$1,068.59									
B0055	B & H CONTRACTING, INC										
25-00797	06/16/25	WTP EMERGENCY FILTER REPLACE					B				

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											
B0055	B & H CONTRACTING, INC	Account Continued									
3 WTP EMER FILTER CHG ORD 1 PMT		\$247,295.65	C-08-55-981-025-541	B	ORD 2025-04	REP OF FILTERS - WTIR	06/16/25	09/10/25		PMT2	N
Vendor Total:		\$247,295.65									
BOWMA005	BOWMAN & COMPANY LLP										
25-01188	09/08/25	PROF SVCS AUDIT & BUDGET 2025									
1 PROF SVCS AUDIT 12/31/24		\$11,286.50	5-01-20-135-001-028	B	Audit Services		09/08/25	09/09/25		127288	N
2 PROF SVCS AUDIT 12/31/24		\$11,286.50	5-09-55-501-002-501	B	Audit Services		09/08/25	09/09/25		127288	N
3 PROF SVCS BUDGET 2025		\$2,887.50	5-01-20-135-001-028	B	Audit Services		09/08/25	09/09/25		127288	N
4 PROF SVCS BUDGET 2025		\$1,443.75	5-09-55-501-002-501	B	Audit Services		09/08/25	09/09/25		127288	N
5 PROF SVCS BUDGET 2025		\$1,443.75	5-09-55-501-001-501	B	Audit Services		09/08/25	09/09/25		127288	N
		\$28,348.00									
Vendor Total:		\$28,348.00									
CGPH0005	CGP&H										
25-01144	08/28/25	Billing through 7/31/2025									
1 Review & draft spending plan		\$49.50	5-01-21-180-001-108	B	COAH Planning		08/28/25	09/09/25		54516	N
2 Data management		\$280.50	5-01-21-180-001-108	B	COAH Planning		08/28/25	09/09/25		54516	N
3 Monthly Flat fee- July		\$100.00	5-01-21-180-001-108	B	COAH Planning		08/28/25	09/09/25		54516	N
		\$430.00									
Vendor Total:		\$430.00									
COREL005	CORELOGIC TAX SERVICES										
25-01092	08/15/25	REFUND VET EXEMPT 221 WILSON									
1 REFUND 100% VET EXEMPT B19 L5		\$198.60	5-01-55-001-000-005	B	TAX REFUNDS/OVERPAYMENT		08/15/25	09/09/25		RES 2025-146	N
25-01141	08/27/25	REFUND OVERPMT 203 MAXWELL AVE									
1 REFUND OVERPMT 203 MAXWELL A		\$3,002.08	5-01-55-001-000-005	B	TAX REFUNDS/OVERPAYMENT		09/05/25	09/09/25		RES 2025-172	N
25-01181	09/05/25	REFUND OVERPMT 212 GREELEY ST									
1 REFUND OVERPMT 212 GREELEY S		\$2,563.51	5-01-55-001-000-005	B	TAX REFUNDS/OVERPAYMENT		09/05/25	09/09/25		RES 2025-173	N
Vendor Total:		\$5,764.19									
CREAT005	CREATE STREET										
25-00960	07/17/25	EMBROIDERY PATCHES INV 365									
1 EMBROIDERY PATCHES INV 365		\$400.00	5-01-25-252-001-199	B	Miscellaneous		07/17/25	09/09/25		365	N
2 DIGITIZING INV 365		\$30.00	5-01-25-252-001-199	B	Miscellaneous		07/17/25	09/09/25		365	N
		\$430.00									
Vendor Total:		\$430.00									

Borough of Hightstown
Bill List By Vendor Name

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
CREAT005	CREATE STREET	<i>Account Continued</i>							
C0087 25-01167 1 INV 80257665-TRK #22	09/02/25	CUSTOM BANDAG, INC TIRE REPLACEMENT TRK 22 \$360.90 5-01-26-315-001-132	B	Vehicle Maint. - Public Works	R	09/02/25	09/09/25	80257665	N
Vendor Total:		\$360.90							
DEBLO005 25-00217 9 INV 00013398 AUGUST 2025	02/14/25	DEBLOCK ENVIRONMENTAL SVCS,LLC BACK UP OPERATOR FOR AWWTP \$500.00 5-09-55-501-002-528	B	Outside Consulting Services (B)	R	08/01/25	09/09/25	0013398	N
Vendor Total:		\$500.00							
E0577 25-01023 4 HB GENERAL FUND 9/12/25	07/31/25	EAST WINDSOR REGIONAL SCHOOL HB SCHOOL TAX LEVY 2025 \$954,091.00 5-01-55-001-000-001	B	School Tax Payable	R	08/06/25	09/09/25	9/12/2025	N
Vendor Total:		\$954,091.00							
E0157 25-01145 2 NJ TRANSIT BUS SVCS 2025	08/29/25	EAST WINDSOR TOWNSHIP DISPATCH & BUS SVCS 2025 \$2,180.00 5-01-43-510-001-159	B	Transportation-159	R	08/29/25	09/09/25	2025-003	N
Vendor Total:		\$2,180.00							
SIGNA005 25-01163 1 SIGNATURE FONT D. CONDO	09/02/25	ENHANCED WEB SERVICES SIGNATURE FONT D. CONDO \$29.95 5-01-20-130-001-199	B	Miscellaneous	R	09/02/25	09/09/25	17827	N
Vendor Total:		\$29.95							
ENVIR020 25-00297 8 7/1,7/17,7/21,7/23/25 INV60035	03/06/25	ENVIRONMENTAL PROTECTION & SLUDGE DISPOSAL RES 2024-186 \$7,757.50 5-09-55-501-002-538	B	Sludge Removal/Disposal-Waste ManaR	R	07/18/25	09/09/25	60035	N
Vendor Total:		\$7,757.50							
Q0176 25-01161 1 INV 6300081124-WATER ANALYSIS	09/02/25	EUROFINS QC, LLC WATER ANALYSIS \$247.50 5-09-55-501-001-532	B	Outside Testing/Labs	R	09/02/25	09/09/25	6300081124	N
Vendor Total:		\$247.50							
FERGU005 25-01166	09/02/25	FERGUSON ENTERPRISES, LLC GATE VLV, REP COUP, STARGRIP							

Borough of Hightstown
Bill List By Vendor Name

09/10/2025

09:00 AM

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
FERGU005	FERGUSON ENTERPRISES, LLC		Account Continued						
1 INV 0765081-GATE VALVE,		\$4,839.41 5-09-55-501-002-503	B Sewer Plant Maintenance	R	09/02/25	09/09/25		0765081	N
Vendor Total:		\$4,839.41							
G0016	GAMETIME								
25-01031	08/04/25	SPRING AND BOLT/NUT FOR SWING							
1 QUOTE 116287-01-02		\$53.75 5-01-28-369-001-141	B Parks & Playgrd Maintenance	R	08/04/25	09/09/25		PJI-0278825	N
Vendor Total:		\$53.75							
G1077	GEORGE S. COYNE CO., INC.								
25-00056	01/14/25	RES 2024-193 CHLORINE		B					
6 INV 460438 8/27/25 CHLORINE		\$1,643.76 5-09-55-501-001-526	B Chlorine	R	07/24/25	09/09/25		460438	N
25-00123	01/28/25	RES 2024-188 FLUORIDE		B					
9 INV 460437 8/25/25 FLUORIDE		\$1,072.34 5-09-55-501-001-528	B Fluorosilic Acid	R	07/24/25	09/09/25		460437	N
25-00225	02/19/25	RES 2024-189 LIME HI-CALC WTP		B					
8 INV 460436 8/27/25 LIME HICALC		\$2,858.25 5-09-55-501-001-527	B Calcium Hydroxide - Lime	R	07/28/25	09/09/25		460436	N
Vendor Total:		\$5,574.35							
H 85	HACH CO.								
25-01179	09/04/25	CHLORINE, FLOURIDE, FERROVER							
1 INV 14639194-DPD FREE CHLORINE		\$276.45 5-09-55-501-001-506	B Laboratory Supplies	R	09/04/25	09/09/25		14639194	N
2 INV 14626828-SPADNS2 FLOURIDE,		\$906.82 5-09-55-501-001-506	B Laboratory Supplies	R	09/04/25	09/09/25		14626828	N
		\$1,183.27							
Vendor Total:		\$1,183.27							
HIGHE005	HIGHER UP OPPORTUNITIES INC								
25-01159	09/02/25	SHARE OF FRIEND RAISER PROCEED							
1 SHARE OF FRIEND RAISER PROCEI		\$557.00 T-12-56-286-000-889	B RESERVE FOR CULTURAL ARTS DOR		09/02/25	09/09/25		650	N
Vendor Total:		\$557.00							
INTER015	INTERSTATE WASTE SERVICES OF								
25-00001	01/06/25	MUNICIPAL RECYCLING 2025		B					
10 INV 11132271 SEPTEMBER 2025		\$13,115.08 5-01-26-311-001-029	B Recycling Contract co-mingle-paper/cdlR		08/01/25	09/09/25		11132271	N
Vendor Total:		\$13,115.08							
JHARR005	J. HARRIS ACADEMY OF POLICE								
25-00983	07/23/25	TRAINING							
1 TRAINING		\$225.00 5-01-25-240-001-042	B Education & Training	R	07/23/25	09/09/25		2233	N

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type Stat/Chk	First Enc Rcvd Date Date	Chk/Void Date	Invoice	1099 Excl
JHARR005	J. HARRIS ACADEMY OF POLICE	<i>Account Continued</i>						
Vendor Total:		\$225.00						
J0257	JCP&L							
25-01146	08/29/25	MASTER 315 07/02/25-08/04/25						
1 100008482778	07/02/25-07/31/25	\$38.15 5-09-55-501-002-504	B	Electricity	R	08/29/25 09/09/25	95109842853	N
2 100009294701	07/03/25-08/01/25	\$142.03 5-09-55-501-001-504	B	Electricity	R	08/29/25 09/09/25	95109842853	N
3 100012445746	07/04/25-08/04/25	\$6,193.26 5-09-55-501-001-504	B	Electricity	R	08/29/25 09/09/25	95109842853	N
4 100012529309	07/04/25-08/04/25	\$7,744.84 5-09-55-501-002-504	B	Electricity	R	08/29/25 09/09/25	95109842853	N
		\$14,118.28						
25-01183	09/08/25	VARIOUS ACCTS 8/01/25-9/2/25						
1 100029000310	8/01/25-9/2/25	\$724.78 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	95568386622	N
2 100131110379	8/01/25-9/2/25	\$19.73 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	95568386628	N
3 100051508677	8/01/25-9/2/25	\$123.24 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	95568386623	N
4 100100104247	8/01/25-9/2/25	\$15.00 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	95568386627	N
5 100051508750	8/01/25-9/2/25	\$140.04 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	95568386624	N
6 100072968868	8/01/25-9/2/25	\$34.93 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	95678222533	N
7 100079096689	8/01/25-9/2/25	\$4.65 5-01-31-430-001-071	B	Electric-Borough Hall	R	09/08/25 09/09/25	955683886625	N
		\$1,062.37						
Vendor Total:		\$15,180.65						
J0258	JCP&L (STREET LIGHTING)							
25-01184	09/08/25	ACT 240 & 041 8/1/25-9/2/25						
1 100081608240	8/1/25-9/2/25	\$67.77 5-09-55-501-001-504	B	Electricity	R	09/08/25 09/09/25	95568386626	N
2 100086395041	8/1/25-9/2/25	\$31.66 5-01-31-435-001-075	B	Street Lighting	R	09/08/25 09/09/25	95678222534	N
		\$99.43						
Vendor Total:		\$99.43						
LEEHE005	LEE HECHT HARRISON, LLC							
25-01160	09/02/25	FINANCE MOMBO W/E 8/24/2025						
1 FINANCE MOMBO W/E	8/24/2025	\$1,096.88 5-01-20-130-001-031	B	PROF SERVICES	R	09/02/25 09/09/25	13599540	N
2 FINANCE MOMBO W/E	8/24/2025	\$182.81 5-09-55-501-001-600	B	WATER UTILITY -0 OTHER PROF TER		09/02/25 09/09/25	13599540	N
3 FINANCE MOMBO W/E	8/24/2025	\$182.81 5-09-55-501-002-600	B	SEWER - OTHER PROF - TEMP AGER		09/02/25 09/09/25	13599540	N
		\$1,462.50						
Vendor Total:		\$1,462.50						
M0180	MCMaster-CARR							

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											
M0180	MCMASTER-CARR	Account Continued									
25-01152	09/02/25		DIAMOND BLADE/ABRASIVE BLADE								
1 DIAMOND BLADE CUT-OFF WHEEL		\$85.38	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/02/25	09/09/25		50784754	N
2 SHIPPING		\$9.21	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/02/25	09/09/25		50784754	N
3 ABRASIVE BLADE CUT-OFF WHEEL		\$60.24	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/02/25	09/09/25		50775896	N
4 SHIPPING		\$9.21	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/02/25	09/09/25		50775896	N
		\$164.04									
25-01162	09/02/25		TERMINAL BLOCK CIRCUITS								
1 ITEM 7527K62 DC TERMINAL BLOCK		\$3.32	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/02/25	09/09/25		51220782	N
2 ITEM 5566T81 DC TERMINAL BLOCK		\$3.56	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	09/02/25	09/09/25		51220782	N
		\$6.88									
25-01178	09/04/25		TORX BIT SOCKET, PIPE RULER								
1 INV 50821408-TORX BIT 13PC SET		\$156.12	5-09-55-501-002-529	B	Sewer Main Repair/Supplies	R	09/04/25	09/09/25		50821408	N
Vendor Total:		\$327.04									
M0536	MGL PRINTING SOLUTIONS										
25-01157	09/02/25		WATER/SEWER BILLS								
1 WATER/SEWER BILLS		\$787.50	5-09-55-501-001-522	B	Printing & Stationary	R	09/02/25	09/09/25		217422	N
2 WATER/SEWER BILLS SHIPPING FE		\$59.00	5-09-55-501-001-522	B	Printing & Stationary	R	09/02/25	09/09/25		217422	N
		\$846.50									
25-01158	09/02/25		2025 Final/2026 Prelim. Bills								
1 2025 Final/2026 Prelim. Bills		\$183.00	5-01-20-145-001-023	B	Tax Bill/Notice Printing	R	09/02/25	09/09/25		215486	N
2 2025 Final/2026 Prelim. Bills		\$183.00	5-01-20-145-001-023	B	Tax Bill/Notice Printing	R	09/02/25	09/09/25		215486	N
3 Shipping Fees		\$62.00	5-01-20-145-001-023	B	Tax Bill/Notice Printing	R	09/02/25	09/09/25		215486	N
		\$428.00									
Vendor Total:		\$1,274.50									
PLOSI005	PLOSIA COHEN LLC										
25-00431	04/02/25		IN REM INVOICES								
12 IN REM FORECLOSURE 8/1-8/31/25		\$1,036.00	5-01-20-155-001-027	B	General Matters	R	04/02/25	09/09/25		54881	N
13 EXPENSES 8/1-8/31/25		\$39.24	5-01-20-155-001-027	B	General Matters	R	04/02/25	09/09/25		54881	N
		\$1,075.24									
25-01185	09/08/25		COUNCIL MEETINGS 8/1-8/31/25								
1 COUNCIL MEETINGS 8/1-8/31/25		\$560.00	5-01-20-155-001-029	B	Attendance at Council Meetings	R	09/08/25	09/09/25		54880	N
2 GENERAL 8/1-8/31/25		\$2,708.00	5-01-20-155-001-027	B	General Matters	R	09/08/25	09/09/25		54880	N
		\$3,268.00									

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
PLOSI005	PLOSIA COHEN LLC	<i>Account Continued</i>							
25-01186	09/08/25	Invoice dated 9/2/2025							
1 Draft/review driveway easement		\$176.00 133MONMOUT	P Easement Agreement	R	09/08/25	09/09/25		54954	N
	Vendor Total:	\$4,519.24							
P0044	PSE&G								
25-01143	08/27/25	MASTER 1301418404 7/15-8/13/25							
1 7341583509 7/15/25-8/13/25		\$100.52 5-01-31-446-001-143	B Gas/Heat - Fire House	R	08/27/25	09/09/25		503100151291	N
2 7341583703 7/15/25-8/13/25		\$28.00 5-09-55-501-001-505	B Gas Service	R	08/27/25	09/09/25		503100151291	N
3 7341583800 7/15/25-8/13/25		\$1,002.88 5-09-55-501-002-505	B Gas Service	R	08/27/25	09/09/25		503100151291	N
		\$1,131.40							
	Vendor Total:	\$1,131.40							
REDAR005	RED ARROW TECHNOLOGIES, LLC								
25-01182	09/08/25	VOIP SVCS HFD & MAIN SEPT 2025							
1 VOIP SVCS HFD 9/06/25-10/05/25		\$122.39 5-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSR		09/08/25	09/09/25		3853267	N
2 VOIP SVCS MAIN 9/6/25-10/5/25		\$499.68 5-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSR		09/08/25	09/09/25		3853266	N
		\$622.07							
	Vendor Total:	\$622.07							
R0077	ROBERTS ENGINEERING GRP LLC								
25-00238	02/20/25	TIER A REQUIREMENTS 2025		B					
12 TIER A REQUIREMENTS INV 17050		\$930.00 5-01-20-165-001-106	B Misc. Road & Drainage Issues(B	R	02/20/25	09/09/25		17050	N
13 TIER A REQUIREMENTS INV 17052		\$660.00 5-01-20-165-001-106	B Misc. Road & Drainage Issues(B	R	02/20/25	09/09/25		17052	N
		\$1,590.00							
25-00373	03/25/25	HB-STOCKTON ST CURB & SIDEWALK							
1 HB-STOCKTON ST CURB & SIDEWALK		\$364.00 C-04-55-880-001-447	B RETAINING WALL 17-9,STOCKTON SR		03/25/25	09/09/25		15989	N
2 HB-STOCKTON ST CURB CR 15989		364.00- C-04-55-880-001-447	B RETAINING WALL 17-9,STOCKTON SR		04/01/25	09/09/25		CR 15989	N
		\$0.00							
25-00374	03/25/25	W/S IMP TO HAUSSER, BENNETT							
3 W/S IMP TO HAUSSER, BENNETT		\$2,300.00 C-08-55-967-001-544	B HAUSER, BENNETT AND PROSPECTR		09/02/25	09/09/25		15988	N
4 W/S IMP TO HAUSSER, BENNETT		2,300.00- C-08-55-967-001-544	B HAUSER, BENNETT AND PROSPECTR		09/02/25	09/09/25		CR 15988	N
		\$0.00							
	Vendor Total:	\$1,590.00							

Vendor # P.O. # Item Description	Name PO Date	Description Amount Charge Account	Contract Acct Description Type	PO Type Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
S0061 25-01164 1 INV RI141223-CONTAINER RENTAL	SEA BOX 09/02/25	CONTAINER RENTAL SEPT 2025 \$75.00 5-01-26-310-001-025	B Building Rental	R	09/02/25	09/09/25		RI141223	N
Vendor Total:		\$75.00							
S0240 25-01147 1 SEPT HEALTH INSURANCE 2025 2 SEPT HEALTH INSURANCE 2025 WT 3 SEPT HEALTH INS 2025 AWWTP	STATE OF N.J.-DEPT OF TREASURY 08/29/25	SEPT HEALTH INSURANCE 2025 \$60,270.12 5-01-23-210-003-115 \$3,413.74 5-09-55-501-001-514 \$14,553.29 5-09-55-501-002-514	B Medical Ins-Empl Grp Health B INSURANCE B Insurance	R R R	08/29/25 08/29/25 08/29/25	09/09/25 09/09/25 09/09/25		SEP HEALTH 2025N SEP HEALTH 2025N SEP HEALTH 2025N	
Vendor Total:		\$78,237.15							
TELCO005 25-01148 1 POTSOLV RECURRING SEPT 2025	TELCO BILL CENTER INC. 09/02/25	POTSOLV RECURRING SEPT 2025 \$401.25 5-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSR		09/02/25	09/09/25		7898	N
Vendor Total:		\$401.25							
T0972 25-01136 1 SLVR MAPLE REMOVAL ACADEMY S	TIMBERWOLF TREE SERVICE 08/25/25	SLVR MAPLE REMOVAL ACADEMY ST \$4,900.00 5-01-26-290-001-129	B Maint.& Replace-Street Trees	R	08/25/25	09/09/25		4792	N
Vendor Total:		\$4,900.00							
UNIFI005 25-01168 1 INV 1260784151 08/07/25 2 INV 1260787863 08/14/25 3 INV 1260791372 08/21/25 4 INV 9992575640 08/21/25	UNIFIRST CORPORATION 09/02/25	UNIFORM ADVANTAGE AUGUST 2025 \$57.68 5-09-55-501-002-507 \$57.68 5-09-55-501-002-507 \$57.68 5-09-55-501-002-507 \$57.68 5-09-55-501-002-507	B Uniforms & Safety Equipment B Uniforms & Safety Equipment B Uniforms & Safety Equipment B Uniforms & Safety Equipment	R R R R	09/02/25 09/02/25 09/02/25 09/02/25	09/09/25 09/09/25 09/09/25 09/09/25		1260784151 1260787863 1260791372 9992575640	N N N N
Vendor Total:		\$230.72							
V0019 25-01169 1 ACT 741-0001-46 9/1/25-9/30/25	VERIZON 09/03/25	ACT 741-0001-46 9/1/25-9/30/25 \$426.26 5-01-20-140-001-060	B Internet Services and Web Services	R	09/03/25	09/09/25		01-46-08312025	N
Vendor Total:		\$426.26							

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										
V0012	VERMEER NORTH ATLANTIC									
25-01165	09/02/25	5000LB GAUGE								
1 INV P3019901-5000LB GAUGE		\$33.74	5-01-26-290-001-127	B	Street Repair & Maintenance	R	09/02/25	09/09/25	P3019901	N
2 INV P3019901-FREIGHT		\$15.67	5-01-26-290-001-127	B	Street Repair & Maintenance	R	09/02/25	09/09/25	P3019901	N
		\$49.41								
	Vendor Total:	\$49.41								
VIKIN005	VIKING TERMITE & PEST CONTROL									
25-01155	09/02/25	AUG 2025 SRVS MUNICIPAL/DPW								
1 INV 903102597-AUG 2025 SRVS		\$23.50	5-01-26-310-001-029	B	Maintenance Contracts	R	09/02/25	09/09/25	903102597	N
25-01156	09/02/25	AUG 2025 SRVS PD								
1 INV 903102606-AUG 2025 SRVS		\$23.70	5-01-26-310-001-029	B	Maintenance Contracts	R	09/02/25	09/09/25	903102606	N
	Vendor Total:	\$47.20								

Total Purchase Orders: 52 Total P.O. Line Items: 104 Total List Amount: \$1,385,625.18 Total Void Amount: \$0.00

Totals by Year-Fund							
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total
CURRENT FUND	4-01	\$618.00	\$0.00	\$618.00	\$0.00	\$0.00	\$0.00
CURRENT FUND	5-01	\$1,067,625.27	\$0.00	\$1,067,625.27	\$0.00	\$0.00	\$0.00
	5-09	\$69,353.26	\$0.00	\$69,353.26	\$0.00	\$0.00	\$0.00
	5-21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$176.00
	Year Total:	\$1,136,978.53	\$0.00	\$1,136,978.53	\$0.00	\$0.00	\$176.00
GENERAL CAPITAL	C-04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WATER/SEWER CAPITAL	C-08	\$247,295.65	\$0.00	\$247,295.65	\$0.00	\$0.00	\$0.00
	Year Total:	\$247,295.65	\$0.00	\$247,295.65	\$0.00	\$0.00	\$0.00
TRUST OTHER - FUND #12	T-12	\$557.00	\$0.00	\$557.00	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$1,385,449.18	\$0.00	\$1,385,449.18	\$0.00	\$0.00	\$176.00

Project Description	Project No.	Rcvd Total
Easement Agreement	133MONMOUT	\$176.00
Total Of All Projects:		<hr/> \$176.00

**A RESOLUTION AUTHORIZING THE APPLICATION AND EXECUTION OF A
GRANT AGREEMENT BETWEEN THE BOROUGH OF HIGHTSTOWN AND THE
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, the Borough of Hightstown desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$150,000.00 to carry out a project to build a Police Substation.

BE IT THEREFORE RESOLVED,

1. That the Borough of Hightstown does hereby authorize the application for such a grant; and,
2. Recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Hightstown and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

Susan Bluth, Mayor

John Francis Roman, Borough Administrator

CERTIFICATION

I, Margaret Riggio, the Borough Clerk of the Borough of Hightstown hereby certify that at a meeting of the Governing Body held on September 15, 2025, the above Resolution was duly adopted.

Margaret Riggio, Borough Clerk

**RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO EXECUTE
A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MERCER
AND THE BOROUGH OF HIGHTSTOWN FOR THE PROVISION OF
IMPROVEMENTS AT THE HIGHTSTOWN FIREHOUSE**

WHEREAS, the County of Mercer has received grant funds from the Community Development Block Grant CARES Act (CDBG-CV) for the purpose of providing COVID-19 recovery assistance specifically within the Borough of Hightstown; and

WHEREAS, the County of Mercer has agreed to provide the Borough of Hightstown with improvements at the Hightstown Firehouse (Hightstown Engine Fire Co. No. 1 building) as set forth in the Memorandum of Understanding (“MOU”), including the installation of an emergency generator and related upgrades; and

WHEREAS, the Borough Council finds it to be in the best interest of the Borough to enter into this MOU with the County of Mercer to memorialize the parties’ respective responsibilities concerning said improvements; and

WHEREAS, the Borough Council desires to authorize the Mayor and Borough Clerk to execute the MOU on behalf of the Borough of Hightstown.

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

1. The Mayor and Borough Clerk are hereby authorized and directed to execute the Memorandum of Understanding between the County of Mercer and the Borough of Hightstown for the provision of improvements at the Hightstown Firehouse, attached hereto.
2. The Mayor, Borough Clerk, and all other Borough officials, as appropriate, are hereby authorized to take all necessary actions to carry out the purposes of this Resolution.

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 September 5, 2025

Margaret Riggio, Borough Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF MERCER AND THE BOROUGH OF HIGHTSTOWN FOR THE PROVISION OF IMPROVEMENTS AT THE HIGHTSTOWN FIREHOUSE

This Memorandum of Understanding (“MOU”), 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 the McDade Administration Building, 640 S. Broad Street, Trenton, NJ 08650 (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, New Jersey 08520 (hereinafter referred to as “BOROUGH”).

[The COUNTY and the BOROUGH are hereinafter collectively referred to as the “Parties,” and each individually as the “Party.”]

WITNESSETH:

WHEREAS, financial assistance for this project is made possible by a CDBG – COVID-19 CV1 grant from the New Jersey Department of Community Affairs; Division of Housing and Community Resources; Community Development Block Grant CARES Act (CDBG-CV); Philip D. Murphy, Governor of the State of New Jersey and Jacquelyn A. Suarez, Acting Commissioner of the New Jersey Department of Community Affairs; and

WHEREAS, the COUNTY has received grant (hereinafter referred to as “GRANT”) funds in the amount of \$450,000.00 for the purpose of providing COVID-19 recovery assistance specifically within the Borough of Hightstown; and

WHEREAS, the COUNTY has completed awards for the Small-business, Microenterprise and Non-profit assistance grant program funded with CDBG-COVID-19 CV1 funds and has \$180,407.51 in funds available for additional aid to the Borough of Hightstown; and

WHEREAS, the COUNTY agrees to procure on behalf of the BOROUGH the emergency generator and possible additional items described in Exhibit A for the purposes of updating the Borough Firehouse (Hightstown Engine Fire Co. No. 1 building) which serves as an Reception Zone and other community services location as described in Exhibit B; and

WHEREAS, the public entities are interested in entering into this MOU to memorialize the parties’ respective responsibilities concerning the COUNTY providing the BOROUGH with Firehouse Improvements to assist the BOROUGH in promoting and maintaining the health, safety and welfare of BOROUGH’s senior and disabled residents, subject to the terms and conditions set forth herein;

NOW THEREFORE, in exchange of good and valuable consideration, the parties hereto agree as follows:

A. COUNTY

1. The COUNTY shall, at its sole cost and expense, provide the BOROUGH with the Improvements described in Exhibit A.
2. The COUNTY shall be responsible for the full administration of the GRANT and the project, including drafting the project bid specifications, conducting the sealed bid procurement process, and overseeing the installation and construction of the Improvements.
3. The COUNTY shall be the repository of all receipts and documentation pertinent to the GRANT and furnish such to NJ DCA upon its request.
4. The COUNTY shall comply with all federal, state, county and GRANT procurement policies, as applicable.
5. The COUNTY shall serve as the primary contact in all matters pertaining to the GRANT and the conduit for communication between itself, the NJ DCA, and the BOROUGH.
6. The COUNTY shall review the scope of work as presented in Exhibit A and, in consultation with the engineer to be hired under same, as needed, and the COUNTY shall complete the sealed bid procurement process.
7. The COUNTY shall not award a purchase contract or approve a contract to complete the activities described in the GRANT in which the cost exceeds the funds available in the GRANT budget unless funds sufficient to cover the shortfall are committed in writing by the BOROUGH, the NJ DCA, or another party. No funds shall be deemed committed or approved by the BOROUGH unless and until such commitment is authorized by a duly adopted resolution of the BOROUGH's governing body.
8. The COUNTY shall attempt to modify the GRANT contract with the NJ DCA in order to bring costs within the GRANT budget if bids exceed the GRANT budget and funds sufficient to cover the shortfall are not available.
9. The COUNTY shall transfer full ownership of the GRANT-funded improvements or equipment to the BOROUGH upon completion and approval by NJ DCA.
10. The COUNTY shall have no responsibility for the care, maintenance or operation of the completed improvements once work is initially completed and inspected.

B. BOROUGH

1. The BOROUGH will comply with all COUNTY requests for information required to fulfill the COUNTY'S obligations under the GRANT.
2. The BOROUGH shall utilize the improvements to provide continued public services as an Reception Zone within the BOROUGH as described within Exhibit B.

3. The BOROUGH shall provide feedback on specifications or clarifications to the scope of work included in Exhibit A to the COUNTY for the sealed bid procurement process.
4. The BOROUGH shall be solely responsible for the continued maintenance and operation of improvements upon completion of final inspection by the COUNTY and NJ DCA and shall, at its sole cost and expense, be responsible for any physical damage or repair to the improvements going forward (including utilization of any warranties and/or service plans procured as part of scope of work).
5. The BOROUGH shall be responsible for maintaining insurance coverage sufficient to cover the full replacement value of the improvements described herein. This obligation will remain in effect for five (5) years from June 30, 2026. The BOROUGH shall provide the COUNTY with annual proof of insurance, in the form of documentation from the BOROUGH's insurance carrier, showing the improvements on its insurance fund schedule, as evidence of coverage for the duration of the required period.
6. The BOROUGH shall cooperate with the COUNTY in any attempt to modify the GRANT contract with NJ DCA in order to bring costs within the GRANT budget if bids exceed the GRANT budget and the COUNTY (and/or BOROUGH) is unable to provide funds sufficient to cover the shortfall. Any modification to the GRANT must still allow the GRANT to fulfill its original purpose, as outlined in Exhibit A. No modification to the GRANT agreement or commitment of additional funds by the BOROUGH shall be valid or binding unless authorized by a duly adopted resolution of the BOROUGH's governing body.
7. The BOROUGH shall pay for any documented costs to the COUNTY resulting from violation or early termination of this Agreement by the BOROUGH.
8. The BOROUGH shall automatically receive full ownership of the GRANT-funded repairs and improvements upon acceptance by the NJ DCA grant completion (in compliance with 2 CFR 200.313 – see conditional title and all other requirements). Improvement(s) will be located at: Hightstown Firehouse located at 140 North Main Street, Hightstown, NJ 08520.
9. The BOROUGH shall own and maintain the improvements for the operable life of the Improvements from the date of completion and will provide annual reports to the COUNTY detailing the services and/or functions of the equipment for five (5) years from June 30, 2026.
10. The BOROUGH shall provide any GRANT matching funds that is separately committed in writing.
11. The BOROUGH shall indemnify and hold harmless the COUNTY for any claims to person or property arising from, or in connection with, the BOROUGH's use of the Improvements other than those resulting from the COUNTY's sole negligence.
12. This MOU contains the parties' complete understanding of the terms of their agreement.
13. This MOU may be amended, supplemented or revised only in writing which has been duly authorized by the parties and signed by the proper authorized representatives thereof.
14. This MOU may be terminated at any time by either party, without cause; however, unless otherwise agreed to by the parties, a termination shall not become effective for a minimum of thirty (30) days following the receipt of the notice of termination by the non-terminating party.

- a. However, such early termination shall not relieve the parties from the financial obligations addressed above.
- b. Cancellation of the agreement by the COUNTY will be at no cost to the BOROUGH.

15. The laws of the State of New Jersey shall govern this MOU.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be duly executed the day and year aforesaid.

ATTEST:

COUNTY OF MERCER

Ebony Witherspoon, Deputy Clerk
Board of County Commissioners

Daniel R. Benson
County Executive

Dated: _____

Borough of Hightstown

ATTEST:

BY: _____
Susan Bluth
Mayor

By: _____
Margaret Riggio
Borough Clerk

Dated: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF MERCER AND THE BOROUGH OF HIGHTSTOWN FOR THE PROVISION OF IMPROVEMENTS AT THE HIGHTSTOWN FIREHOUSE

EXHIBIT A – SCOPE OF WORK / IMPROVEMENTS

Mercer County will proceed as follows for updates, improvement and repairs to the Hightstown Firehouse:

1. Collect any existing documentation of existing conditions from Hightstown staff. This may include PDFs of architectural drawings, past inspection reports, past statements of need or identification of issues. Historic and existing information will be focused around the electrical, HVAC and exterior man doors for the building.
2. Select general pricing quotes (to gauge what scope is likely to be completed with available funds) for the following items:
 - a. Installation of an emergency generator—including design, concrete pad, transfer switches—capable of powering the entire building’s electrical system, including all HVAC units (air conditioning and heating), along with a maintenance and servicing plan.
 - b. Review and updates to existing HVAC system. Several units are nearing the end of life and will require replacement – will look to replace in kind if funds are available.
3. Solicit engineer or design-build solution for emergency generator. Complete competitive procurement for the installation of an emergency generator and related components and maintenance or service plan.
4. Complete competitive procurements for possible scope of work items:
 - a. HVAC equipment replacement components
5. Mercer County will provide oversight of construction – with completion of permit approvals and inspections by Hightstown and/or NJ DCA inspectors, as applicable.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE COUNTY OF MERCER AND THE BOROUGH OF HIGHTSTOWN FOR THE PROVISION OF IMPROVEMENTS AT THE HIGHTSTOWN FIREHOUSE

EXHIBIT B – EQUIPMENT TO BE MAINTAINED

in compliance with 2 CFR 200.313 Equipment

(<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.313>)

The subrecipient shall comply with the equipment use, management, and disposition requirements at 2 CFR 200.313(c)-(e) and the CDBG regulations at 24 CFR 570.502. Equipment purchased using CDBG-CV funds must remain in use and be maintained throughout the program compliance period.

If the subrecipient sells the equipment at any time (after first notifying the County of its intent), it must determine the fair market value at the time of sale and return the net sales proceeds to the County as program income (24 CFR 570.502(a)(8)).

- A. Per the Borough's OEM coordinator, the State classifies the Fire House as a Reception Zone. Residents use it as a comfort station during emergencies. During previous emergencies, the Borough of Hightstown has used the Fire House as a heating and cooling location for residents and as a charging station, where they can recharge their electronics due to a loss of power in the Borough or sections thereof. This is contingent on the firehouse not losing power, as the existing generator is undersized and cannot support the air conditioning or fully power the building.
- B. The Fire House is part of the West Windsor Health Department's Point of Distribution (POD) plan, (2024 revision), for emergency response to infectious disease incidents in Hightstown. During the COVID-19 pandemic, the Fire House was identified as an easily accessible and universally recognized site within Hightstown to serve segments of the local population challenged with transportation issues for reaching the established regional vaccination clinics. The Fire House was utilized for COVID-19 and influenza vaccination clinics throughout the 2019 COVID-19 pandemic. Between 2021 and 2024, the local Health Department operated eighteen (18) COVID-19 and Flu clinics at the Fire House. In 2021, the Health Department held 14 COVID-19 clinics at this location. In 2022, the Health Department held one COVID-19 and one Flu clinic at the location, and in 2023, one COVID-19 clinic. In 2024, one COVID-19/Flu Clinic was held. In 2024, the local health department updated the Point of Distribution Plan including Hightstown Fire House as additional POD site for the local community based on recent experience during the pandemic and identified walkable accessibility and trust as key factors in the selection of the clinic site for emergency scenarios.

Historically, the Board of Health has utilized the Fire House as a central location to sponsor important community service events which promote safety, health and resilience in the community. Most recently, a NARCAN training was offered at the Fire House for residents in September, 2024.

- C. This scope of work supports the Borough's COVID-19 recovery strategy by further securing the space as a central location to serve as a community center meeting room as needed, and the Health

Department's point of distribution.

D. Documentation & Record-Keeping: Property records, provided by the COUNTY must be maintained by the BOROUGH that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. All paperwork and documentation related to this equipment should be stored electronically and be kept until June 30, 2031.

E. Maintenance Plan: A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated. Adequate maintenance procedures must be developed to keep the property in good condition.

The Firehouse facility will be maintained by the Hightstown Department of Public Works. Routine maintenance and annual inspections may be included in the solicitation for installation of the emergency generator. If these services are not able to be included in the scope of work covered with CDBG-CV funds – Hightstown will be responsible for maintaining the equipment per standards in 2 CFR 200.318, etc.

F. Expanded Service Plan:

The BOROUGH shall utilize any standard warranties provided by contractors or manufacturers in connection with the installed improvements. Where permitted under the GRANT, the BOROUGH may request that the COUNTY include reasonable maintenance or service plans as part of the initial procurement. Following completion and acceptance of the improvements, the BOROUGH shall be responsible for routine maintenance as needed, and may do so through its Department of Public Works or any qualified provider of its choosing, in accordance with applicable federal and State guidelines. Nothing in this section shall obligate the BOROUGH to incur maintenance costs beyond those necessary to ensure continued operability during the federal compliance period. No expenditure or contractual obligation arising from this section shall be undertaken without authorization by a duly adopted resolution of the BOROUGH's governing body, where required.

G. Insurance: BOROUGH will provide copy of insurance in the form of documentation from the BOROUGH's insurance carrier, showing the improvements on its insurance fund schedule at delivery of equipment and maintain coverage per State of New Jersey requirements.

H. Disposition:

Amount of value would be paid back to Mercer County CDBG-CV from the BOROUGH and reported as program income to NJ DCA by Mercer County.

As per 24 CFR 570.503(b)(7) - The standards described in this section apply to real property within the recipient's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five years after the closeout of the grant from which the assistance to the property was provided.

(a) A recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:

(1) The new use of such property qualifies as meeting one of the national objectives in [§ 570.208](#) (formerly [§ 570.901](#)) and is not a building for the general conduct of government; or

(2) The requirements in [paragraph \(b\)](#) of this section are met.

(b) If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under [paragraph \(a\)\(1\)](#) of this section, it may retain or dispose of the property for the changed use if the recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

**A RESOLUTION AUTHORIZING THE TRANSFER OF TITLES FOR CERTAIN
VEHICLES TO THE HIGHTSTOWN FIRST AID SQUAD**

WHEREAS, pursuant to Resolutions 2022-50, 2023-164 and 2024-102, the Hightstown First Aid Squad, a charitable non-profit organization in the State of New Jersey, transferred titles of ownership of three (3) vehicles to the Borough of Hightstown in order for the Borough to insure said vehicles; and

WHEREAS, as outlined in all noted resolutions, should the First Aid Squad choose to regain ownership of said vehicles, the Borough shall transfer the titles of vehicles back to the First Aid Squad and shall cease to insure the vehicles under the Borough's insurance policy; at that point, the First Aid Squad would be solely responsible for the cost of insuring the vehicles; and

WHEREAS, the First Aid Squad has requested that titles to the three vehicles be transferred back to the Hightstown First Aid Squad.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown that titles to the following vehicles be transferred to the Hightstown First Aid Squad and be effectuated for nominal consideration:

1. 2010 Chevy Tahoe VIN 1GNUK AE09A R2482 00
2. 2009 Ford E45 Ambulance VIN: 1FDXE 45P39 DA663 15
3. 2024 Chevy Tahoe VIN: 1GNSK LED0 R2074 69

NOW THEREFORE BE IT FURTHER RESOLVED that:

1. The Borough of Hightstown shall cease to insure all vehicles under the Borough's insurance policy and the Hightstown First Aid Squad is solely responsible for cost of insuring all vehicles stated herein.
2. The Borough Clerk, as secretary of the municipal corporation, is hereby authorized to execute any and all documents, and to perform any and all actions, that are necessary in order to effectuate the intentions of the within Resolution.
3. That a certified copy of this Resolution shall be provided to each of the following:
 - a. Hightstown First Aid Squad, Inc.
 - b. Statewide Insurance Fund
 - c. Wayne F. Deitz, CEO, D&H Alternative Risk Solutions, Inc.
 - d. John Francis Roman, Borough Administrator
 - e. Donna Condo, Chief Financial Officer
 - f. Jonathan Cohen, Esq. Borough 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 September 15, 2025.

Margaret Riggio, Borough Clerk

**A RESOLUTION APPROVING A DROP-IN ART CLASS PRESENTED BY THE
HIGHTSTOWN BOROUGH CULTURAL ARTS COMMISSION AS A BOROUGH
SPONSORED EVENT**

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

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

WHEREAS, one such activity planned and presented by the Cultural Arts Commission is a drop-in art program; and

WHEREAS, the program will take place one Saturday morning per month in the upstairs event space at Old Hights Brewing Company from October, 2025 – June, 2026; and

WHEREAS, all participants of the program must have a hold harmless agreement signed by a parent or guardian for each session they attend; and

WHEREAS, a minimum of two (2) adults must be present during each class session; and

WHEREAS, background checks must be conducted on all volunteers in accordance with the current Personnel Policy of the Borough of Hightstown.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Hightstown approve the Drop-in Art Program as a Borough sponsored event and look forward to another successful community event presented by the Cultural Arts Commission.

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 September 15, 2025.

Margaret Riggio, Borough Clerk

RESOLUTION INCREASING THE BID THRESHOLD TO \$53,000 IN ACCORDANCE WITH THE LOCAL PUBLIC CONTRACTS LAW (N.J.S.A. 40A:11-1 et seq.)

WHEREAS, the Borough of Hightstown is subject to the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.); and

WHEREAS, N.J.S.A. 40A:11-3(a) authorizes the governing body of a contracting unit that has appointed a Qualified Purchasing Agent (QPA), in accordance with N.J.S.A. 40A:11-9(b), to increase the bid threshold to the amount established by the State Treasurer; and

WHEREAS, Margaret Riggio, was appointed Qualified Purchasing Agent of the Borough of Hightstown on September 19, 2022, pursuant to N.J.S.A. 40A:11-9; and

WHEREAS, on July 1, 2025, the State Treasurer of New Jersey, in consultation with the Division of Local Government Services, increased the bid threshold from \$44,000 to \$53,000, as authorized under N.J.S.A. 40A:11-3(c); and

WHEREAS, it is in the best interest of the Borough to formally acknowledge and adopt this adjustment to the bid threshold, thereby permitting contracts for goods, services, and public works projects with a cost not exceeding \$53,000 to be awarded without formal public bidding, subject to the requirements of the Local Public Contracts Law and the use of sound business practices.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that the bid threshold for the Borough of Hightstown shall hereby be increased to \$53,000, in accordance with N.J.S.A. 40A:11-3, effective July 1, 2025; and

BE IT FURTHER RESOLVED that the Borough Clerk shall forward a certified copy of this resolution to the Borough's Qualified Purchasing Agent, Chief Financial Officer, and any other appropriate Borough officials for their information and implementation.

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 September 15, 2025.

Margaret Riggio, Borough Clerk

AUTHORIZING THE BOROUGH OF HIGHTSTOWN'S QUALIFIED PURCHASING AGENT (QPA) TO AWARD CONTRACTS BELOW THE BIDDING THRESHOLD AS ESTABLISHED BY THE GOVERNOR

WHEREAS, on April 13, 2023, the governor signed P.L.2023, c. 30 titled Election Transparency Act into law; and

WHEREAS, on August 8, 2023, the New Jersey Department of Community Affairs, Division of Local Government Services issued Local Finance Notice (LFN 2023-14) which prescribed that the governing body may delegate the authority to award a contract having anticipated value in excess of \$17,500.00 but below the bid threshold of a Local Public Contracts Law contracting unit with a Qualified Purchasing Agent (i.e. a "window contract") to the QPA; and

WHEREAS, the law permits the local units Qualified Purchasing Agent (QPA) to award "window contracts" in compliance with the Play-to-Pay Law over \$17,500.00, but below the local unit's public bidding threshold; and

WHEREAS, Margaret Riggio, was appointed Qualified Purchasing Agent of the Borough of Hightstown on September 19, 2022, pursuant to N.J.S.A. 40A:11-9; and

WHEREAS, the governing body of the Borough of Hightstown deems it efficient and in the public interest to authorize the QPA to award contracts in the "window" between \$17,500 and \$53,000 in value without requiring further specific authorization by the governing body, subject to all statutory requirements of the Local Public Contract Law and the Elections Transparency Act.

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, that:

1. The Borough's Qualified Purchasing Agent is hereby delegated the authority to award contracts ("window contracts") with an anticipated value in excess of \$17,500 but less than or equal to \$53,000, provided that all applicable statutes and regulations are complied with, including but not limited to: N.J.S.A. 40A:11-1 et seq. (Local Public Contracts Law), N.J.S.A. 19:44A-20.4, 19:44A-20.5, and any contribution and disclosure requirements under the Elections Transparency Act.
2. For any contract in the above category, the QPA shall solicit competitive quotations in accordance with N.J.S.A. 40A:11-6.1, when quotations are required, and shall ensure fairness, transparency, and adherence to ethical and disclosure obligations as prescribed by the Elections Transparency Act.

3. The Borough's Business Entity Disclosure Certification and Political Contribution Disclosure requirements under the Elections Transparency Act shall be satisfied prior to the award of any such contract.
4. This delegation shall remain in effect unless rescinded or modified by further resolution of the governing body.
5. A certified copy of this Resolution shall be provided to the Borough Clerk, the Qualified Purchasing Agent, the Chief Financial Officer, and any other Borough officials responsible for procurement and contract administration.
6. This Resolution shall take effect immediately.

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 September 15, 2025.

Margaret Riggio, Borough Clerk

A RESOLUTION AUTHORIZING THE EXECUTION OF A “USE AND LICENSE AGREEMENT” WITH HIGHTSTOWN-EAST WINDSOR HISTORICAL SOCIETY (“HEWHS”), CONCERNING THE HIGHTSTOWN FAMILY FAIR TO BE HELD AT BANK STREET AND ROCKY BROOK PARK ON OCTOBER 4, 2025

WHEREAS, the Hightstown-East Windsor Historical Society (“HEWHS”) has made application to the Borough of Hightstown (the “Borough”) to conduct a family fair and related activities known as the “*Hightstown Family Fair*” (the “Family Fair”) at Bank Street and Rocky Brook Plaza in the Borough, on October 4, 2025; and

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

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

1. That the Mayor and Borough Council hereby approve the Family Fair pursuant to the terms and conditions set forth in the attached Agreement.
2. That the Mayor is hereby authorized to execute, and the Borough Clerk to attest, the attached Agreement, related to the Family Fair.
3. That a certified copy of this Resolution (along with the attached Agreement) shall be provided to each of the following:
 - a. Hightstown-East Windsor Historical Society;
 - b. John Francis Roman, Borough Administrator; and
 - c. Jonathan Cohen, Esq., Borough 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 September 15, 2025.

Margaret Riggio, Borough Clerk

BOROUGH OF HIGHTSTOWN
USE AND LICENSE AGREEMENT

This Use and License Agreement (the "**Agreement**") is made on August 26, 2025 by and between the **Borough of Hightstown**, with an address of 156 Bank Street, Hightstown, New Jersey 08520 (also referenced as the "**Borough**") and the **Hightstown-East Windsor Historical Society**, with an address of 164 N. Main Street, Hightstown, New Jersey 08520 (also referenced as "**HEWHS**") with respect to a family fair and related activities known as the "*Hightstown Family Fair*" (the "**Family Fair**" or "event") intended to be held in the Borough of Hightstown on **October 4, 2025**. Together, the Borough and HEWHS shall be known as the "**Parties**" and each shall be a "**Party**". In consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

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

(a) The within Agreement is intended to govern the terms and conditions associated with the conduct of the Family Fair in the Borough on October 4, 2025.

(b) On October 4, 2025, HEWHS shall have the exclusive right to use Bank Street and Rocky Brook Park (the "**Facilities**") for the purpose of managing and conducting the Family Fair and all related activities and operations within the Facilities, including, but not limited to, live music entertainment, concessions, sale of food and beverages, sale of merchandise, marketing and promotional activities, street closure(s), and related activities (collectively, the "**Permitted Uses**").

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

(c) The Facilities may be used by HEWHS and its vendors, concessionaires and contractors on October 4, 2025 for the purpose of deliveries, loading in, installing equipment, parking (subject to the restriction set forth below), preparing the Facilities, packing, removal of all equipment, and such other purposes as are reasonably related to the use for which HEWHS is being allowed to use the Facilities as agreed to by the Parties. HEWHS agrees at all times that HEWHS, its vendors, concessionaires and contractors shall use the Facilities pursuant to the provisions of this Agreement, that HEWHS will use good faith efforts, and shall cause its vendors, concessionaires and contractors to use good faith efforts, to minimize any material adverse and/or disruptive effects from the Family Fair on the residents of and the businesses located in the Borough. Parking within Rocky Brook Park (the "**Park**") shall only be permitted on the gravel portion of the Park and shall not be allowed on the lawn/grassy areas.

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

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

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

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

As for police personnel, the Parties agree that HEWHS shall abide by the requirements of Section 2-19-19 of the Borough Code with regard to the engagement of any off-duty police officers that are determined by the Police Chief to be needed to assist with the Family Fair. It shall be the responsibility of HEWHS to contact and coordinate with the Borough's outside third-party employment company (Jobs4Blue) concerning the hiring of any such off-duty police officers. In the event that HEWHS is unable to secure the necessary police officers through Jobs4Blue, the Borough may, at its sole discretion, cancel the Fair due to security concerns. In such event, the Borough shall bear no responsibility for any costs or expenses incurred by HEWHS as a result of the cancellation.

As for DPW personnel, HEWHS shall deposit the sum of six thousand five hundred and 00/100 dollars (\$6,500.00) in escrow with the Borough no later than September 23, 2025 to cover the costs associated with the provision of employees from the DPW that are needed to assist with the Family Fair. The number of DPW employees that are needed shall be determined in the sole discretion of the Superintendent of Public Works. DPW employees that are needed for the event shall be deemed "on-duty" for the duration of their services during the Family Fair and shall conform to all Borough personnel policies, rules, regulations and procedures. The rate charged by the Borough for DPW employees shall be in accordance with the regular Borough hourly rate associated with the specific employee(s) utilized, calculated at time and one-half per hour. The funding posted by HEWHS shall be held in escrow until the conclusion of the event, when a final reconciliation of the actual costs incurred shall be undertaken. After the event, the Borough shall provide HEWHS with an accounting of the actual costs incurred. If the amount held in escrow exceeds the actual costs incurred for DPW employees utilized, then the balance shall be returned to HEWHS, following the adoption of a Resolution authorizing the same

is approved by the Borough Council. Alternatively, if the amount held in escrow is less than the actual costs incurred, then HEWHS shall be required to pay the additional amounts owed to the Borough within fourteen (14) days of receipt of an invoice from the Borough concerning the same.

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

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

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

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

5. **INDEMNIFICATION.**

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

THE INDEMNIFICATION PROVISIONS CONTAINED THROUGHOUT THIS AGREEMENT SHALL BE CONSTRUED AS BROADLY IN FAVOR OF INDEMNIFICATION AS PERMITTED UNDER NEW JERSEY LAW, AND SHALL

SURVIVE THE TERMINATION OF THIS AGREEMENT FOR MATTERS THAT OCCUR DURING THE TERM OF THIS AGREEMENT AND SHALL NOT BE LIMITED OR CONDITIONED ON THE AVAILABILITY OF THE INSURANCE COVERAGES SET FORTH IN PARAGRAPH 6 HEREOF.

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

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

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

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

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

(e) HEWHS will deliver to the Borough satisfactory evidence of the afore-described insurance coverage on a certificate form approved by the Borough along with copies of the subject policies with all endorsements, by no later than **September 10, 2025**. All required insurance will be placed with carriers licensed to do business in the state of New Jersey and which have a rating in the most current edition of A.M. Best's Property Casualty Key Rating Guide that is reasonably acceptable to the Borough. HEWHS will provide the Borough with written notice of cancellation or non-renewal of such policies prior to the event. In case of cancellation, alternative coverage must be provided by HEWHS at least forty-eight (48) hours prior to the event or else the event shall be cancelled and HEWHS shall be liable for the costs associated with four (4) hours of service, per employee, for all Borough police and DPW employees who were scheduled to work the

event.

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

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

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

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

Hightstown-East Windsor Historical Society

Email address: hightsewhs@gmail.com

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

John Francis Roman, Borough Administrator

Hightstown Borough

Email address: administrator@hightstownborough.com

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

Margaret Riggio, Borough Clerk

Hightstown Borough

Email address: priggio@hightstownborough.com

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

10. **Other Provisions.**

(a) This Agreement may not be modified, altered or amended except by a written instrument signed by the Parties hereto. If any covenant, term or provision of this Agreement is deemed to be contrary to law, that covenant, term or provision will be deemed separable from the remaining covenants, terms and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. No course of dealing or delay by any Party to this Agreement in exercising any right, power or remedy under this Agreement will operate as a waiver of any right, power or remedy of that Party, and no waiver by a Party of a breach of any provision of this Agreement will not be considered or constitute a waiver of any succeeding breach of the provision or a waiver of the provision itself.

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

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

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

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

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

IN WITNESS WHEREOF, the **Parties** hereto have executed this Agreement as of the 26 day of August, 2025.

ATTEST/WITNESS:

Borough of Hightstown

Margaret Riggio, Borough Clerk

By: Susan Bluth
Susan Bluth, Mayor

**Hightstown-East Windsor Historical
Society**

Gregory Ciano (Print Name)

By: [Signature]
Vice President (Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allen & Stults Co, Inc. 106 N. Main St, P.O. Box 110 Hightstown NJ 08520	CONTACT NAME: Gail Lanza, AAI PHONE (A/C, No, Ext): (609) 448-0110 E-MAIL ADDRESS: glanza@allenstults.com	FAX (A/C, No): (609) 448-8063
	INSURER(S) AFFORDING COVERAGE	
INSURED Hightstown-East Windsor Historical Society 164 North Main Street Hightstown NJ 08520	INSURER A: USLI	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL259307875 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		SE1166433	10/04/2025	10/06/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 1,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as Additional Insured as their interests may appear for Hightstown Family Fair

*There must be a written contract requiring additional insured status in order for additional insured status to apply.

CERTIFICATE HOLDER Borough of Hightstown 156 Bank Street Hightstown, NJ 08520	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Gail Lanza, AAI/GAL <i>Gail A. Lanza</i>

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RESOLUTION CANCELING GENERAL CAPITAL IMPROVEMENT APPROPRIATION BALANCES

WHEREAS, certain General Capital Improvement Appropriation balances remain dedicated to projects now completed; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended balance and unused debt authorizations may be cancelled.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Borough of Hightstown, Mercer County, that the following unexpended and dedicated balances of General Capital Appropriations be cancelled:

Ordinance	Funded	Unfunded
2004-17	16,784.33	
2007-15	17,182.52	
2005-24		318.74
2005-34	11,936.46	
2007-26	618.17	
2008-01	2,062.34	
2009-20	1,677.82	16,899.57
2010-02	640.46	13,000.00
2010-16		258.74
2011-05		6,886.61
2012-13	28,946.23	500.00
2012-15	1,100.00	
2013-07		27,579.74
2013-22	11,048.00	
2013-23		17,253.29
2014-06	14,867.37	9,334.00
2014-13	3,342.67	
2015-07		27,670.80
2015-11	953.22	300.00
2015-15		7,232.74
2015-20	6,181.10	
2016-08	5,624.53	
2016-22	39,026.59	90,000.00
2017-12	10,432.41	
2017-17		21,756.16
2018-22	26,993.50	
2018-22		8,122.11
2018-20		95,297.51
Total	\$172,424.22	\$217,234.23

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 September 15, 2025.

Margaret Riggio, Borough Clerk

RESOLUTION TO RENEW MEMBERSHIP IN THE STATEWIDE INSURANCE FUND

WHEREAS, the Borough of Hightstown is a member of the Statewide Insurance Fund (“FUND”), a joint insurance fund as permitted by N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Borough of Hightstown (“LOCAL UNIT”) has complied with the relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that continued membership in the FUND is in the best interest of the LOCAL UNIT; and

WHEREAS, the LOCAL UNIT agrees to renew its membership in the FUND for a period of three (3) years, effective January 1, 2026, terminating on January 1, 2029 at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

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

1. The LOCAL UNIT does hereby agree to renew its membership in the Statewide Insurance Fund.
2. To the extent required by law, the LOCAL UNIT shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller.
3. The LOCAL UNIT shall be afforded the following coverage(s):
 - Workers’ Compensation & Employer’s Liability
 - Comprehensive General Liability
 - Automobile Liability and Physical Damage
 - Public Officials and Employment Practices Liability
 - Property

- Inland Marine, Boiler and Machinery
 - Crime – Faithful Performance and Fidelity
 - Pollution Liability
 - Cyber Liability
 - Non-Owned Aircraft
4. The LOCAL UNIT's Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws and to deliver the same to the Administrator of the FUND.

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 September 15, 2025.

Margaret Riggio, Borough Clerk

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on September 15, 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 – Police Substation

Contract Negotiations – Personnel

Pending Litigation

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public December 15, 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 September 15, 2025.

Margaret Riggio, Borough Clerk