

AGENDA
Hightstown Borough Council
December 1, 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 October 20, 2025 – Public Session
October 20, 2025 – Executive Session
November 3, 2025 – Public Session

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

Ordinances **2025-18 Final Reading and Public Hearing** An Ordinance Amending and Supplementing Chapter 7, Entitled “Traffic”, Article 7-1-19, Entitled “One-Way Street”, of the Revised General Ordinances of the Borough of Hightstown, New Jersey

2025-19 First Reading and Introduction An Ordinance Adopting a Revision and Codification of the Ordinances of the Borough of Hightstown, County of Mercer State of New Jersey

Resolutions **2025-229** Authorizing Payment of Bills
2025-230 A Resolution Ratifying Bills Paid on November 18, 2025 Pursuant to Resolution 2025-215
2025-231 Resolution of Compliance Regarding the 2024 Audit
2025-232 Resolution of the Borough of Hightstown, County of Mercer, State of New Jersey, Approving the Corrective Action Plan in Response to the Annual Audit Report

2025-233 Resolution Awarding a Contract for the AWWTP Influent Pump Station Drywell Upgrades Project

2025-234 Resolution Authorizing and Confirming a Purchase Made in Excess of the Bid Threshold Through New Jersey State Contract Pursuant to the Local Public Contracts Law

2025-235 Authorizing Purchase of Police Vehicle and Equipment Through New Jersey State Contract

Consent Agenda

2025-236 Authorizing Preparation of Bid Specifications for Emergency Repair Contract Services

2025-237 Resolution to Cancel NJDOT Grant Receivable in the Amount of \$50,000 for the Project Known as Maple and Sunset Avenue 2017 Road Reconstruction Project

2025-238 Authorizing a Transfer of Funds in the 2025 Budget

2025-239 Authorizing a Refund of a Duplicate Tax Payment – 7 Powell Court

2025-240 Authorizing a Refund of a Duplicate Tax Payment – 156 Second Avenue

2025-241 Resolution Authorizing the Borough Engineer to Request a Six-Month Award Extension from the New Jersey Department of Transportation in Connection with the Grant Received for Improvements to Dutch Neck Road

2025-242 Authorizing Roberts Engineering Group to Submit a Highway Occupancy Permit Application on Behalf of the Borough of Hightstown for Summit Street Improvements

2025-243 Resolution Terminating Participation in SHBP/SEHBP

2025-244 A Resolution Authorizing the Borough of Hightstown to Join the NJ Solutions Joint Health Insurance Fund

2025-245 Resolution Appointing Acrisure as Broker for Healthcare and Prescription Medical

Discussion

ADA Transition Plan

Subcommittee Reports

Mayor/Council/Administrative Updates

Adjournment

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, ENTITLED
“TRAFFIC”, ARTICLE 7-1-19, ENTITLED “ONE-WAY STREETS”, OF THE
REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN,
NEW JERSEY**

WHEREAS, the Mayor and Council of the Borough of Hightstown (the “Borough”) wish to establish certain new regulations concerning traffic flow and safety concerns on William Street; and

WHEREAS, William Street has been identified as a roadway where two-way traffic presents safety concerns due to narrow width, on-street parking, and limited sight distance; and

WHEREAS, converting William Street to a one-way street is expected to improve traffic safety and flow for motorists, pedestrians, and residents; and

WHEREAS, the Mayor and Council find it to be in the best interest of the Borough and its residents to amend the Borough Code to designate William Street as a one-way street traveling westbound between Cranbury Station Road and North Main Street.

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

Section 1. That Chapter 7, entitled “Traffic”, Article 7-1-19, entitled “One-Way Streets”, is hereby amended to read as follows (underline for additions, strikethroughs for deletions):

§ 7-1-19. One-Way Streets.

The following described streets or parts of streets are hereby designated as One-way Streets in the direction indicated. Parking on these streets will be permitted on the sides indicated below.

Name of Street	Direction of Travel	Limits
Railroad Avenue	Southwesterly	Between Rogers Avenue and South Academy Street
<u>William Street</u>	<u>Westbound</u>	<u>Between Cranbury Station Road and North Main Street</u>

Section 2. The Department of Public Works are hereby authorized and directed to install appropriate signage in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) to implement this traffic pattern.

Section 3. That all other Ordinances or parts of Ordinances inconsistent herewith are

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hereby repealed to the extent of such inconsistency.

Section 4. This Ordinance shall take effect upon final passage and publication as required by law, and upon installation of the necessary traffic control signage.

Introduction: November 3, 2025

Adoption: **SCHEDULED FOR PUBLIC HEARING 12/1/2025**

ATTEST:

MARGARET RIGGIO
MUNICIPAL CLERK

SUSAN BLUTH
MAYOR

Borough of Hightstown
County of Mercer

Ordinance 2025-19

**AN ORDINANCE ADOPTING A REVISION AND CODIFICATION OF THE
ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER,
STATE OF NEW JERSEY**

BE IT ORDAINED and enacted by the Borough Council of the Borough of Hightstown, County of Mercer, State of New Jersey, as follows:

§ 1-8-1. Code adopted; existing ordinances continued.

Pursuant to N.J.S.A. 40:49-4, the ordinances of the Borough of Hightstown of a general and permanent nature adopted by the Borough Council of the Borough of Hightstown, as revised and codified and consisting of Chapters 1 through 31, are hereby approved, adopted, ordained and enacted as the Code of the Borough of Hightstown, hereinafter referred to as the "Code." The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments. This ordinance and the Code adopted hereby shall supersede and replace the 1996 Code of the Borough of Hightstown, as amended and supplemented.

§ 1-8-2. Code on file; additions and amendments.

- A. A copy of the Code has been filed in the office of the Borough Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance. Following adoption of this ordinance, such copy shall be certified to by the Clerk of the Borough of Hightstown by impressing thereon the Seal of the Borough, as provided by law, and such certified copy shall remain on file in the office of the Borough Clerk, to be made available to persons desiring to examine the same during all times while said Code is in effect.
- B. Additions or amendments to the Code, when adopted in such form as to indicate the intent of the Borough Council to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the Borough of Hightstown" shall be understood and intended to include such additions and amendments.
- C. Nomenclature. Throughout the Code, the following titles have been updated as follows:
 - (1) "Borough Treasurer" is changed to "Borough Chief Financial Officer."
 - (2) "Chairman" and "Chairperson" are changed to "Chair."
 - (3) "Construction Code Official" is changed to "Construction Official."

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§ 1-8-3. Notice; publication.

The Clerk of the Borough of Hightstown shall cause notice of the passage of this ordinance to be given in the manner required by law. The notice of passage of this ordinance coupled with filing of the Code in the office of the Borough Clerk as provided in § 1-8-2 shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-8-4. Severability.

Each section of this ordinance and of the Code and every part of each section is an independent section or part of a section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-8-5. Repealer.

- A. Ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the Borough of Hightstown which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect.
- B. The following ordinances have been excluded from the Code and are specifically repealed:
 - (1) Former Chapter 1, Article 1-4, Divisions of the Code, of the 1996 Code.
 - (2) Former Chapter 1, Article 1-7, Revised General Ordinances of the Borough of Hightstown to Be Maintained by Borough Clerk, of the 1996 Code.
 - (3) Former Chapter 2, Article 2-57, Divisions of the Code, of the 1996 Code.
 - (4) Former Chapter 3, Article 3-16, Smoking in Municipal Buildings Prohibited, of the 1996 Code.
 - (5) Former Chapter 3, Article 3-17, Smoking Prohibited on Board of Education Property, of the 1996 Code.
 - (6) Former Chapter 4, Article 4-11, Retail Establishments, of the 1996 Code.
 - (7) Former Chapter 4, Article 4-22, Contractors Licenses, of the 1996 Code.

§ 1-8-6. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-8-5 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

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- A. Any ordinance adopted subsequent to February 2, 2025.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance, brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.
- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing of grade, changing of name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.
- G. Any ordinance or resolution appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the Borough's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract, agreement or obligation.
- I. The levy or imposition of taxes, assessments or charges or the approval of the municipal budget.
- J. The dedication of property or approval of preliminary or final subdivision plats.
- K. All currently effective ordinances pertaining to the rate and manner of payment of salaries and compensation of officers and employees.
- L. Any ordinance adopting or amending the Zoning Map.
- M. Any ordinance relating to or establishing a pension plan or pension fund for municipal employees.

§ 1-8-7. Changes in previously adopted ordinances.

- A. In preparing the revision and codification of the Borough's ordinances pursuant to N.J.S.A. 40:49-4, certain minor grammatical and nonsubstantive changes were made in one or more of said ordinances. It is the intention of the Borough Council that all such changes be

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adopted as part of the Code as if the ordinances so changed had been formally amended to read as such.

- B. In addition, the changes, amendments or revisions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)

§ 1-8-8. Titles and headings; editor's notes.

- A. Chapter and article titles, headings and titles of sections and other divisions of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.
- B. Editor's notes indicating sources of sections, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the legislation.

§ 1-8-9. Altering or tampering with Code; violations and penalties.

It shall be unlawful for anyone to change, alter or tamper with the Code in any manner which will cause the laws of the Borough of Hightstown to be misrepresented thereby. Anyone violating this section shall be subject, upon conviction, to one or more of the following penalties: a fine of not more than \$2,000, imprisonment for not more than 90 days or a period of community service not exceeding 90 days, in the discretion of the Judge imposing the same.

§ 1-8-10. When effective.

This ordinance shall take effect immediately upon final passage and publication as provided by law.

Introduced:

Adopted:

MARGARET RIGGIO
BOROUGH CLERK

SUSAN BLUTH
MAYOR

Borough of Hightstown
County of Mercer

Resolution 2025-229

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 \$109,831.27 from the following accounts:

Current		\$98,390.48
W/S Operating		6,778.29
General Capital		600.00
Water/Sewer Capital		600.00
Grant		177.00
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Housing Trust		0.00
Public Defender Trust		0.00
Escrow		<u>3,285.50</u>
Total		<u>\$109,831.27</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 December 1, 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>					
<i>Vendor #</i>	<i>Name</i>		<i>Contract</i>		<i>PO Type</i>					
<i>P.O. #</i>	<i>PO Date</i>	<i>Description</i>								
<i>Item Description</i>	<i>Amount</i>	<i>Charge Account</i>	<i>Acct Description</i>	<i>Type</i>	<i>Stat/Chk</i>	<i>First Enc Date</i>	<i>Rcvd Date</i>	<i>Chk/Void Date</i>	<i>Invoice</i>	<i>1099 Excl</i>
ACTIO010	ACTION UNIFORM CO, LLC									
25-01154	09/02/25	UNIFORM ALLOWANCE - NEW HIRE			B					
3 NEW HIRE VEST INV 83433	\$1,531.42	5-01-25-240-001-043	B	Uniform Allowance/Leather Gds.	R	09/02/25	11/24/25		83433	N
Vendor Total:		\$1,531.42								
A0510	ALL HANDS FIRE EQUIPMENT LLC									
25-01377	10/16/25	EMER MGMT QUOTE EST46503								
1 NIGHTSTICK INTRANT DUO TURBO	\$60.71	5-01-25-252-001-199	B	Miscellaneous	R	10/16/25	11/24/25		23588	N
2 TEAM WENDY EXFIL PELTOR QUICK	\$30.40	5-01-25-252-001-199	B	Miscellaneous	R	10/16/25	11/24/25		23588	N
3 TEAM WENDY EXFIL SAR TACTICAL	\$442.89	5-01-25-252-001-199	B	Miscellaneous	R	10/16/25	11/24/25		23588	N
4 SHIPPING FEDEX GROUND	\$39.99	5-01-25-252-001-199	B	Miscellaneous	R	10/20/25	11/24/25		23588	N
		\$573.99								
Vendor Total:		\$573.99								
ANNMA005	ANN MARIE MILLER									
25-01487	11/17/25	REIMBURSE LIGHT UP THE LAKE								
1 PUMPKINS - LARGE & SMALL	\$177.00	G-02-41-761-000-000	B	Mercer County Local Arts Grant	R	11/17/25	11/24/25		6749	N
Vendor Total:		\$177.00								
A1014	APPROVED FIRE PROTECTION, INC.									
25-00143	02/05/25	QUOTE #00036506 ANNUAL SERVICE			B					
5 MIN BILLING CHG INV IN00117715	\$195.00	5-09-55-501-002-518	B	Service Contracts - AWWTP	R	02/05/25	11/24/25		IN00117715	N
Vendor Total:		\$195.00								
APRUZ005	APRUZZESE, MCDERMOTT, MASTRO &									
25-01485	11/17/25	LABOR COUNSEL OCTOBER 2025								
1 LABOR COUNSEL OCTOBER 2025	\$2,775.00	5-01-20-155-001-031	B	Labor,Personnel & Union Council	R	11/17/25	11/25/25		237063	N
Vendor Total:		\$2,775.00								
CGPH0005	CGP&H									
25-01492	11/17/25	Biling through 10/31/2025								

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							
CGPH0005	CGP&H	<i>Account Continued</i>									
1	Correspondence RE: AHMS	\$49.50	5-01-21-180-001-108	B	COAH Planning	R	11/17/25	11/24/25		55154	N
2	Monthly Flat Rate- October 25	\$100.00	5-01-21-180-001-108	B	COAH Planning	R	11/17/25	11/24/25		55154	N
		\$149.50									
Vendor Total:		\$149.50									
CLARK005	CLARKE CATON HINTZ										
25-01479	11/14/25	Prof Services through 10/31/25									
1	Correspondence	\$122.50	5-01-21-180-001-105	B	General Planning-Consulting	R	11/14/25	11/24/25		93930	N
2	Correspondence & Attend PB Mtg	\$396.91	5-01-21-180-001-108	B	COAH Planning	R	11/14/25	11/24/25		93931	N
3	Review Ordinance	\$80.45	5-01-21-180-001-105	B	General Planning-Consulting	R	11/14/25	11/24/25		93932	N
4	Correspond, Prep plan & Mtg	\$2,728.75	2022-06	P	480 MERCER STREET WAREHOUSE		11/14/25	11/24/25		93933	N
5	Review SP Application	\$556.75	2025-04	P	Peddie Football Field & Track	R	11/14/25	11/24/25		93934	N
		\$3,885.36									
Vendor Total:		\$3,885.36									
COMCA010	COMCAST										
25-01506	11/24/25	ETHERNET HPD 11/15/25-12/14/25									
1	ETHERNET HPD 11/15/25-12/14/25	\$195.30	5-01-20-140-001-060	B	Internet Services and Web Services	R	11/24/25	11/24/25		256239604	N
		\$195.30									
Vendor Total:		\$195.30									
COMCA005	COMCAST BUSINESS										
25-01507	11/24/25	ACCT 4100 & 1047 1/08 & 11/23									
1	8499 05 243 0034100 11/8/25	\$175.35	5-01-20-140-001-060	B	Internet Services and Web Services	R	11/24/25	11/24/25		4100-11082025	N
2	8499 05 243 0051047 11/23/25	\$136.70	5-09-55-501-002-545	B	Internet Services	R	11/24/25	11/24/25		1047-11232025	N
		\$312.05									
Vendor Total:		\$312.05									
DYLAN005	DYLAN MINOR										
25-01471	11/10/25	WORK BOOTS REIMBURSEMENT									
1	WORK BOOTS REIMBURSEMENT	\$99.00	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/24/25			N
2	PROMOTION	14.85-	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/24/25			N
3	SHIPPING	\$11.00	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/24/25			N
		\$95.15									
Vendor Total:		\$95.15									
E0157	EAST WINDSOR TOWNSHIP										

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							
E0157	EAST WINDSOR TOWNSHIP		Account Continued								
25-01205	09/18/25	2025 DISPATCH SERVICES			B						
3	2025 DISPATCH SERVICES	12/1/25	\$52,557.50	5-01-43-517-001-199	B	East Windsor Dispatch-Shared ServiceR	09/18/25	11/24/25		2025-002-12	N
Vendor Total:		\$52,557.50									
F0909	FLOWTECH, LLC										
25-01483	11/17/25	ANNUAL FLOW METER CALIBRATION									
1	ANNUAL FLOW METER CALIBRATIOI		\$575.00	5-09-55-501-002-518	B	Service Contracts - AWWTP	11/17/25	11/24/25		3951	N
Vendor Total:		\$575.00									
H0048	HIGHTS REALTY LLC										
25-00367	03/21/25	HPD RENT 3/1/25 - 12/31/25			B						
11	DECEMBER 2025 RENT HPD		\$5,254.66	5-01-26-310-001-025	B	Building Rental	08/20/25	11/24/25		DECEMBER 2025	N
Vendor Total:		\$5,254.66									
11AFI005	IIA FIRE DEPARTMENT TESTING										
25-01369	10/16/25	FIRE PUMP TEST QUOTE 00126034									
1	FIRE PUMP TEST QUOTE 00126034		\$1,200.00	5-01-25-252-002-126	B	Hose Test - NFPA Required	10/16/25	11/24/25		INIIAFD7283	N
2	FUEL SURCHARGE		\$30.00	5-01-25-252-002-126	B	Hose Test - NFPA Required	10/16/25	11/24/25		INIIAFD7283	N
		\$1,230.00									
25-01370	10/16/25	GROUND LADDER & HEAT SENSOR									
1	HEAT SENSOR LABEL		\$0.00	5-01-25-252-002-122	B	Ladder Test - NFPA Required	10/16/25	11/24/25		INIIAFD7281	N
2	GROUND LADDER PER LADDER TEST		\$752.00	5-01-25-252-002-122	B	Ladder Test - NFPA Required	10/16/25	11/24/25		INIIAFD7281	N
3	FUEL SURCHARGE		\$0.00	5-01-25-252-002-122	B	Ladder Test - NFPA Required	10/16/25	11/24/25		INIIAFD7281	N
		\$752.00									
25-01372	10/16/25	FIRE HOSE TEST QUOTE 00126036									
1	FIRE HOSE LESS <= 5 IN TEST		\$3,846.85	5-01-25-252-002-126	B	Hose Test - NFPA Required	10/16/25	11/24/25		INIIAFD7280	N
2	FUEL SURCHARGE		\$96.17	5-01-25-252-002-126	B	Hose Test - NFPA Required	10/16/25	11/24/25		INIIAFD7280	N
		\$3,943.02									
Vendor Total:		\$5,925.02									
L0037	LINCOLN FINANCIAL GROUP										
25-01488	11/17/25	DEC 2025 LIFE INSURANCE									
1	DEC 2025 LIFE INSURANCE		\$254.24	5-01-23-210-003-115	B	Medical Ins-Empl Grp Health	11/17/25	11/24/25		DEC 25 LIFE	N
2	DEC 2025 LIFE INSURANCE		\$5.91	5-01-23-210-003-115	B	Medical Ins-Empl Grp Health	11/17/25	11/24/25		DEC 25 LIFE	N
3	DEC 2025 LIFE INSURANCE WTP		\$9.08	5-09-55-501-001-514	B	INSURANCE	11/17/25	11/24/25		DEC 25 LIFE	N
4	DEC 2025 LIFE INSURANCE AWWTP		\$63.56	5-09-55-501-002-514	B	Insurance	11/17/25	11/24/25		DEC 25 LIFE	N

Vendor #	Name			Contract	PO Type			Invoice	1099 Excl	
P.O. #	PO Date	Description	Amount	Charge Account	Acct Description	Stat/Chk	First Enc Rcvd	Chk/Void	Invoice	
Item Description					Type		Date Date	Date		
L0037	LINCOLN FINANCIAL GROUP			Account Continued						
			\$332.79							
	Vendor Total:		\$332.79							
M1076	MCMANIMON, SCOTLAND & BAUMANN									
25-01495	11/24/25	PREPARATION OF BOND ORDINANCES								
1 PREP BOND ORD 2025-15		\$600.00	C-08-55-981-025-617	B	ORD 2025-15 REPLACEMENT OF FILR		11/24/25	11/24/25	248936	N
2 PREP BOND ORD 2025-14		\$600.00	C-04-55-925-014-102	B	ORD 2025-14 POLICE (COMPUTERSR		11/24/25	11/24/25	248936	N
			\$1,200.00							
	Vendor Total:		\$1,200.00							
M0256	MERCER CO IMPROVEMENT AUTH									
25-01496	11/24/25	OCTOBER 2025 TIPPING								
1 OCTOBER 2025 TIPPING		\$20,431.02	5-01-32-465-001-165	B	Landfill Solid Waste Disposal-MCIA	R	11/24/25	11/25/25	OCT 2025	N
2 OCTOBER 2025 RECYCLING TAX		\$464.34	5-01-43-496-001-174	B	Recycling Tax	R	11/24/25	11/25/25	OCT 2025	N
			\$20,895.36							
	Vendor Total:		\$20,895.36							
M0143	MSM SERVICE CO.									
25-01177	09/04/25	DPW/WP FIRST AID KIT REFILL								
1 INV D3454-DPW FIRST AID REFILL		\$191.04	5-01-26-310-001-199	B	Miscellaneous	R	09/04/25	11/25/25	D3454	N
2 INV D3455-WATER PLANT		\$86.05	5-09-55-501-001-507	B	Uniforms & Safety Equipment	R	09/04/25	11/25/25	D3455	N
			\$277.09							
	Vendor Total:		\$277.09							
O0019	O'BRIEN CONSULTING SERVICES									
25-01462	11/10/25	MONTHLY IT SVC FEES - OCT 2025								
1 MONTHLY IT SVC FEES - OCT 2025		\$900.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	11/10/25	11/24/25	25-7128	N
2 MONTHLY IT SVC FEES - OCT 2025		\$280.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	11/10/25	11/24/25	25-7128	N
3 MONTHLY IT SVC FEES - OCT 2025		\$8.50	5-01-25-240-001-029	B	Maint. Contracts - Other	R	11/10/25	11/24/25	25-7128	N
			\$1,188.50							
	Vendor Total:		\$1,188.50							
P0016	PRINCETON ONE THIRTY SUPPLY									
25-01481	11/17/25	TOILET TISSUE/PAPER TOWELS								
1 TOILET TISSUE		\$33.00	5-09-55-501-002-523	B	Paper Products/Janitorial	R	11/17/25	11/24/25	066451	N
2 PAPER TOWELS		\$78.00	5-09-55-501-002-523	B	Paper Products/Janitorial	R	11/17/25	11/24/25	066451	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type							
Item Description											
P0016	PRINCETON ONE THIRTY SUPPLY	Account Continued									
		\$111.00									
	Vendor Total:	\$111.00									
P0044	PSE&G										
25-01504	11/24/25	MASTER 1301418404 10/13-11/12									
1 7341583509	140 N MAIN ST	\$384.93	5-01-31-446-001-143	B	Gas/Heat - Fire House	R	11/24/25	11/24/25		503100154919	N
2 7341583703	BANK ST WTP	\$372.67	5-09-55-501-001-505	B	Gas Service	R	11/24/25	11/24/25		503100154919	N
3 7341583800	OAK LN	\$1,579.16	5-09-55-501-002-505	B	Gas Service	R	11/24/25	11/24/25		503100154919	N
		\$2,336.76									
25-01505	11/24/25	ENERGY BILLS VARIOUS 11/17/25									
1 66 878 908 08	10/14-11/12/25	\$50.55	5-01-31-446-001-070	B	Gas Heat - Borough Hall	R	11/24/25	11/24/25		602009584252	N
2 66 759 467 06	10/14-11/12/25	\$34.89	5-01-31-446-001-143	B	Gas/Heat - Fire House	R	11/24/25	11/24/25		601109862948	N
3 65 039 876 09	10/14-11/12/25	\$34.36	5-09-55-501-001-505	B	Gas Service	R	11/24/25	11/24/25		604108446993	N
4 74 199 082 06	10/14-11/13/25	\$28.78	5-01-31-446-001-070	B	Gas Heat - Borough Hall	R	11/24/25	11/24/25		603808922475	N
5 75 235 176 09	10/14-11/12/25	\$107.13	5-01-31-446-001-070	B	Gas Heat - Borough Hall	R	11/24/25	11/24/25		600110032531	N
6 76 663 785 05	10/14-11/12/25	\$64.40	5-09-55-501-001-505	B	Gas Service	R	11/24/25	11/24/25		602109558716	N
7 77 339 165 18	10/14-11/12/25	\$31.22	5-09-55-501-002-505	B	Gas Service	R	11/24/25	11/24/25		604108448673	N
		\$351.33									
	Vendor Total:	\$2,688.09									
REDAR005	RED ARROW TECHNOLOGIES, LLC										
25-01493	11/17/25	VOIP SVCS 11/6/25 & 11/15/25									
1 VOIP SVCS MAIN OFFICE	11/6/25	\$504.40	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		11/17/25	11/25/25		19860	N
2 VOIP SVCS HFD	11/6/25	\$123.72	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		11/17/25	11/25/25		19860	N
3 VOIP SVCS HPD	11/15/25	\$381.50	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		11/17/25	11/25/25		19869	N
4 VOIP SVCS AWWTP	11/15/25	\$182.83	5-09-55-501-003-548	B	Telephone	R	11/17/25	11/25/25		19869	N
		\$1,192.45									
	Vendor Total:	\$1,192.45									
S0061	SEA BOX										
25-01480	11/17/25	CONTAINER RENTAL DEC 2025									
1 INV RI145251-CONTAINER RENTAL		\$75.00	5-01-26-310-001-025	B	Building Rental	R	11/17/25	11/24/25		RI145241	N
		\$75.00									
	Vendor Total:	\$75.00									
M0254	SF MOBILE-VISION										
23-01515	11/28/23	EXTENDED WARRANTY-IN-CAR SYST.									

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											
M0254	SF MOBILE-VISION	<i>Account Continued</i>									
1 EXTENDED WARRANTY-IN-CAR SYE		\$2,590.00	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	11/28/23	11/24/25		60836	N
2 EXTENDED WARRANTY-IN-CAR SYE		\$950.00	5-01-55-001-000-025	B	ACCOUNTS PAYABLE	R	11/28/23	11/24/25		60836	N
		\$3,540.00									
Vendor Total:		\$3,540.00									
SHERW010	SHERWIN WILLIAMS PAINT										
25-01486	11/17/25		MINERAL SPIRITS INV 2880-6								
1 MINERAL SPIRITS INV 2880-6		\$186.13	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	11/17/25	11/24/25		2880-6	N
Vendor Total:		\$186.13									
TROJA010	TROJAN TECHNOLOGIES CORP										
25-01450	11/03/25		TROJAN UV SENSOR REPLACEMENT								
1 015200 SENSOR ASSY, UV3PTP		\$2,609.50	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	11/03/25	11/24/25		200/50007810	N
2 SURCHARGE		\$130.48	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	11/03/25	11/24/25		200/50007810	N
3 FREIGHT AND HANDLING		\$127.00	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	11/03/25	11/24/25		200/50007810	N
		\$2,866.98									
Vendor Total:		\$2,866.98									
V0019	VERIZON										
25-01508	11/24/25		250-717-367-0001-69 11/15/25								
1 250-717-367-0001-69 11/15/25		\$189.00	5-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	11/24/25	11/24/25		0169-11252025	N
Vendor Total:		\$189.00									
VERIZ015	VERIZON FIOS										
25-01509	11/24/25		155-504-140-0001-53 11/09/25								
1 155-504-140-0001-53 11/09/25		\$210.29	5-01-20-140-001-060	B	Internet Services and Web Services	R	11/24/25	11/24/25		0153-11092025	N
Vendor Total:		\$210.29									
W0100	WITMER PUBLIC SAFETY GROUP INC										
25-01331	10/09/25		HPD FIREARMS SUPPLIES								
1 HPD FIREARMS SUPPLIES		\$537.50	5-01-25-240-001-116	B	Traffic Bureau	R	10/09/25	11/24/25		779341	N
2 HPD FIREARMS SUPPLIES		\$123.80	5-01-25-240-001-116	B	Traffic Bureau	R	10/09/25	11/24/25		775746	N
3 HPD FIREARMS SUPPLIES		\$15.34	5-01-25-240-001-116	B	Traffic Bureau	R	10/09/25	11/24/25		775746	N
		\$676.64									
Vendor Total:		\$676.64									

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													
W0100	WITMER PUBLIC SAFETY GROUP INC			Account Continued									
Total Purchase Orders: 32 Total P.O. Line Items: 72 Total List Amount: \$109,831.27 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	5-01	\$98,390.48	\$0.00	\$98,390.48	\$0.00	\$0.00	\$0.00
	5-09	\$6,778.29	\$0.00	\$6,778.29	\$0.00	\$0.00	\$0.00
	5-21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,285.50
	Year Total:	\$105,168.77	\$0.00	\$105,168.77	\$0.00	\$0.00	\$3,285.50
GENERAL CAPITAL	C-04	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00
WATER/SEWER CAPITAL	C-08	\$600.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00
	Year Total:	\$1,200.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$0.00
	G-02	\$177.00	\$0.00	\$177.00	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$106,545.77	\$0.00	\$106,545.77	\$0.00	\$0.00	\$3,285.50

Project Description	Project No.	Rcvd Total
480 MERCER STREET WAREHOUSE	2022-06	\$2,728.75
Peddie Football Field & Track	2025-04	\$556.75
Total Of All Projects:		\$3,285.50

Borough of Hightstown
County of Mercer

Resolution 2025-230

**A RESOLUTION RATIFYING BILLS PAID ON NOVEMBER 18, 2025
PURSUANT TO RESOLUTION 2025-214**

WHEREAS, on November 3, 2025, the Borough Council of the Borough of Hightstown adopted Resolution 2025-214 authorizing the Finance Department to process and pay necessary bills and claims in advance of Council approval in order to ensure the continued operation of the Borough and to avoid late payment penalties; and

WHEREAS, in accordance with the authority granted under Resolution 2025-214, the Finance Department processed and paid various routine and necessary bills on November 18, 2025; and

WHEREAS, a list of said bills are hereby attached for review and requires formal ratification.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that the payments made by the Finance Department on November 18, 2025, pursuant to Resolution 2025-214, are hereby ratified and accepted.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-230

Current		\$2,114,213.37
W/S Operating		13,209.53
General Capital		554.07
Water/Sewer Capital		0.00
Grant		12,600.00
Trust		0.00
Unemployment Trust		0.00
Animal Control		0.00
Law Enforcement Trust		0.00
Tax Lien Trust		0.00
Housing Trust		0.00
Public Defender Trust		0.00
Escrow		<u>1,153.75</u>
Total		<u>\$2,141,730.72</u>

Ranges		Item Status		Purchase Types		Misc					
<i>Range: First to Last</i>		<i>Open: N</i>		<i>Bid: Y</i>		<i>P.O. Type: All</i>					
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>		<i>State: Y</i>		<i>Include Project Line Items: Yes</i>					
		<i>Paid: N</i>		<i>Other: Y</i>		<i>Format: Detail without Line Item Notes</i>					
		<i>Held: Y</i>		<i>Exempt: Y</i>		<i>Include Non-Budgeted: Y</i>					
		<i>Aprv: N</i>				<i>Vendors: All</i>					
		<i>Rcvd: Y</i>									
Vendor #	Name										
P.O. #	PO Date	Description		Contract		PO Type					
Item Description	Amount	Charge Account	Acct Description	Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099	Excl
<hr/>											
A0910	ALLMAX SOFTWARE LLC										
25-01449	11/03/25	MSP 2025 RENEWAL									
1 OPERATOR 10 WASTEWATER SUPP	\$242.00	5-09-55-501-002-530	B	Computer Software/Maint/Equip	R	11/03/25	11/12/25		29156		N
2 OPERATOR 10 WASTEWATER SUPPC	\$2,184.00	5-09-55-501-002-530	B	Computer Software/Maint/Equip	R	11/03/25	11/12/25		29156		N
	\$2,426.00										
Vendor Total:	\$2,426.00										
<hr/>											
A0025	AT&T MOBILITY										
25-01454	11/04/25	INV 287298218043X10282025									
1 INV 287298218043X10282025 FI	\$88.16	5-01-25-256-002-094	B	Computer Service,Support & Software	R	11/04/25	11/06/25		X10282025		N
2 INV 287298218043X10282025 HFD	\$229.44	5-01-25-252-002-029	B	Computer Software/Mntc/Equip	R	11/04/25	11/06/25		X10282025		N
3 INV 287298218043X10282025 OEM	\$47.67	5-01-25-252-001-199	B	Miscellaneous	R	11/04/25	11/06/25		X10282025		N
4 INV 287298218043X10282025 DPW	\$189.82	5-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	11/04/25	11/06/25		X10282025		N
5 INV 287298218043X10282025 HPD	\$390.57	5-01-31-440-001-079	B	Telephone-VERIZON WIRELESS	R	11/04/25	11/06/25		X10282025		N
6 INV 287298218043X10282025 WTP	\$86.11	5-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	11/04/25	11/06/25		X10282025		N
7 INV 287298218043X10282025AWWTF	\$37.82	5-09-55-501-003-545	B	Telephone-W/S-VERIZON	R	11/04/25	11/06/25		X10282025		N
	\$1,069.59										
Vendor Total:	\$1,069.59										
<hr/>											
AUTOM005	AUTOMATIC COMMUNICATIONS ALARM										
25-01448	11/03/25	FIRE ALARM SYSTEM UPGRADE									
1 FIRE ALARM SYSTEM UPGRADE	\$1,033.33	5-09-55-501-002-518	B	Service Contracts - AWWTP	R	11/03/25	11/07/25		6311		N
Vendor Total:	\$1,033.33										
<hr/>											
BRTTE005	BRT TECHNOLOGIES LLC										
25-01273	09/29/25	POSTCARD ASSESSMENT MAILINGS									
1 POSTCARD ASSESSMENT MAILING	\$1,291.68	5-01-20-150-001-023	B	Printing - Assessment Notices	R	09/29/25	11/10/25		4773		N
Vendor Total:	\$1,291.68										
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COMCA005	COMCAST BUSINESS										

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											
COMCA005	COMCAST BUSINESS	<i>Account Continued</i>									
25-01458	11/07/25	ACCT 1047 & 6659 NOV 2025									
1 8499052430051047	10/24-11/23	\$128.50	5-09-55-501-002-545	B	Internet Services	R	11/07/25	11/07/25		1047-10232025	N
2 8499052430036659	11/1-11/30/25	\$321.50	5-01-20-140-001-060	B	Internet Services and Web Services	R	11/07/25	11/07/25		6659-11012025	N
		\$450.00									
Vendor Total:		\$450.00									
C1081	COUNTY OF MERCER COUNTY TAX										
25-01453	11/04/25	4TH QTR 2025 COUNTY TAX									
1 4TH QTR 2025 COUNTY TAX		\$928,845.95	5-01-55-001-000-002	B	County Tax Payable	R	11/04/25	11/06/25		4TH QTR 2025	N
2 4TH QTR 2025 LIBRARY TAX		\$85,808.87	5-01-55-001-000-002	B	County Tax Payable	R	11/04/25	11/06/25		4TH QTR 2025	N
3 4TH QTR 2025 OPEN SPACE TAX		\$56,504.48	5-01-55-001-000-002	B	County Tax Payable	R	11/04/25	11/06/25		4TH QTR 2025	N
		\$1,071,159.30									
Vendor Total:		\$1,071,159.30									
G1077	COYNE CHEMICAL										
25-00056	01/14/25	RES 2024-193 CHLORINE									
7 INV 464656	10/28/25	\$1,643.76	5-09-55-501-001-526	B	Chlorine	R	08/29/25	11/06/25		464656	N
25-00123	01/28/25	RES 2024-188 FLUORIDE									
11 INV 463719	10/14/25	\$1,072.34	5-09-55-501-001-528	B	Fluorosilic Acid	R	09/26/25	11/12/25		463719	N
Vendor Total:		\$2,716.10									
CROWN005	CROWN AWARDS										
25-01456	11/05/25	ANNIVERSARY PLAQUES									
1 ITEM#GLOV6 5.75" OCTAVE		\$34.99	5-01-20-110-001-199	B	Miscellaneous	R	11/05/25	11/06/25		38500275	N
2 EXTRA CHARGE FOR CHARACTERE		\$15.08	5-01-20-110-001-199	B	Miscellaneous	R	11/05/25	11/06/25		38500275	N
3 ITEM# GLOCV4 4" OCTAVE CRYSTAL		\$29.99	5-01-20-110-001-199	B	Miscellaneous	R	11/05/25	11/06/25		38500275	N
4 EXTRA CHARACTER CHARGE		\$15.66	5-01-20-110-001-199	B	Miscellaneous	R	11/05/25	11/06/25		38500275	N
5 SHIPPING		\$13.99	5-01-20-110-001-199	B	Miscellaneous	R	11/05/25	11/06/25		38500275	N
6 SHIPPING CREDIT		8.00-	5-01-20-110-001-199	B	Miscellaneous	R	11/06/25	11/06/25		38500275	N
		\$101.71									
Vendor Total:		\$101.71									
C0087	CUSTOM BANDAG, INC										
25-01438	11/03/25	FLAT TIRE REPAIR									
1 PASSENGER FLAT REPAIR		\$14.00	5-09-55-501-002-502	B	Vehicle Maintenance	R	11/03/25	11/06/25		80260698	N
2 AP NAIL HOLE REPAIR		\$6.00	5-09-55-501-002-502	B	Vehicle Maintenance	R	11/03/25	11/06/25		80260698	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type						
Item Description											
C0087	CUSTOM BANDAG, INC	<i>Account Continued</i>									
		\$20.00									
	Vendor Total:	\$20.00									
DEBLO005	DEBLOCK ENVIRONMENTAL SVCS,LLC										
25-00217	02/14/25					B					
11 INV 00013682	OCTOBER 2025	\$500.00	5-09-55-501-002-528	B	Outside Consulting Services (B	R	09/02/25	11/06/25		00013682	N
	Vendor Total:	\$500.00									
D0057	DETAIL MEDIC LLC										
25-01463	11/10/25										
1 WASH AND WAX OF AMBULANCE		\$350.00	5-01-26-315-001-134	B	Vehicle Maint.-EMS	R	11/10/25	11/12/25		5960	N
	Vendor Total:	\$350.00									
EZ001	E Z PASS N.J.										
25-01441	11/03/25										
1 E-Z PASS REPLENISHMENT		\$100.00	5-01-26-305-001-199	B	Miscellaneous	R	11/03/25	11/06/25		2000115115123	N
	Vendor Total:	\$100.00									
E0577	EAST WINDSOR REGIONAL SCHOOL										
25-01023	07/31/25					B					
6 HB GENERAL FUND	11/15/25	\$954,091.00	5-01-55-001-000-001	B	School Tax Payable	R	08/06/25	11/06/25		11/15/2025	N
	Vendor Total:	\$954,091.00									
E0576	EAST WINDSOR REGIONAL SCHOOL										
25-01421	10/27/25										
1 JULY 2025 FUEL USE-AWWTP		\$56.13	5-09-55-501-002-512	B	Motor Fuel	R	10/27/25	11/06/25		JUL 2025	N
2 JUL 2025 FUEL USE-CONSTRUCTIOI		\$71.29	5-01-31-460-001-151	B	MOTOR FUEL-CONSTRUCTION DEPR	R	10/27/25	11/06/25		JUL 2025	N
3 JUL 2025 FUEL USE-FIRE		\$181.90	5-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	10/27/25	11/06/25		JUL 2025	N
4 JUL 2025 FUEL USE-FIRST AID		\$142.72	5-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	10/27/25	11/06/25		JUL 2025	N
5 JUL 2025 FUEL USE-GARBAGE		\$1,355.90	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25		JUL 2025	N
6 JUL 2025 FUEL USE-PARKS		\$85.50	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25		JUL 2025	N
7 JUL 2025 FUEL USE-POLICE		\$1,646.15	5-01-31-460-001-145	B	Motor Fuel - Police	R	10/27/25	11/06/25		JUL 2025	N
8 JUL 2025 FUEL USE-STREETS		\$928.29	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25		JUL 2025	N
9 JUL 2025 FUEL USE-WATER		\$46.37	5-09-55-501-001-512	B	Motor Fuel	R	10/27/25	11/06/25		JUL 2025	N
10 JUL 2025 FUEL FACILITY FEE		\$120.00	5-01-31-460-001-144	B	Upgrades to Fueling Facility	R	10/27/25	11/06/25		JUL 2025	N
11 AUG 2025 FUEL USE-AWWTP		\$131.44	5-09-55-501-002-512	B	Motor Fuel	R	10/27/25	11/06/25		AUG 2025	N
12 AUG 2025 FUEL USE-CONSTRUCTI		\$20.90	5-01-31-460-001-151	B	MOTOR FUEL-CONSTRUCTION DEPR	R	10/27/25	11/06/25		AUG 2025	N

Vendor #	Name	Description		Contract	PO Type	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Stat/Chk					
Item Description				Type						
E0576	EAST WINDSOR REGIONAL SCHOOL	<i>Account Continued</i>								
13 AUG 2025 FUEL USE-FIRE		\$285.07	5-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	10/27/25	11/06/25	AUG 2025	N
14 AUG 2025 FUEL USE-FIRST AID		\$281.03	5-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	10/27/25	11/06/25	AUG 2025	N
15 AUG 2025 FUEL USE-GARBAGE		\$1,043.48	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25	AUG 2025	N
16 AUG 2025 FUEL USE-PARKS		\$28.22	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25	AUG 2025	N
17 AUG 2025 FUEL USE-POLICE		\$1,798.33	5-01-31-460-001-145	B	Motor Fuel - Police	R	10/27/25	11/06/25	AUG 2025	N
18 AUG 2025 FUEL USE-STREETS		\$689.49	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25	AUG 2025	N
19 AUG 2025 FUEL USE-WATER		\$101.73	5-09-55-501-001-512	B	Motor Fuel	R	10/27/25	11/06/25	AUG 2025	N
20 AUG 2025 FUEL FACILITY FEE		\$120.00	5-01-31-460-001-144	B	Upgrades to Fueling Facility	R	10/27/25	11/06/25	AUG 2025	N
21 SEP 2025 FUEL USE-AWWTP		\$59.29	5-09-55-501-002-512	B	Motor Fuel	R	10/27/25	11/06/25	SEP 2025	N
22 SEP 2025 FUEL USE-CONSTRUCTI		\$38.37	5-01-31-460-001-151	B	MOTOR FUEL-CONSTRUCTION DEPR	R	10/27/25	11/06/25	SEP 2025	N
23 SEP 2025 FUEL USE-FIRE		\$297.49	5-01-31-460-001-166	B	Motor Fuel - Fire Dept.	R	10/27/25	11/06/25	SEP 2025	N
24 SEP 2025 FUEL USE-FIRST AID		\$59.52	5-01-31-460-001-148	B	Motor Fuel - Emergency Medical	R	10/27/25	11/06/25	SEP 2025	N
25 SEP 2025 FUEL USE-GARBAGE		\$1,083.58	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25	SEP 2025	N
26 SEP 2025 FUEL USE-PARKS		\$30.97	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25	SEP 2025	N
27 SEP 2025 FUEL USE-POLICE		\$1,646.46	5-01-31-460-001-145	B	Motor Fuel - Police	R	10/27/25	11/06/25	SEP 2025	N
28 SEP 2025 FUEL USE-STREETS		\$741.00	5-01-31-460-001-147	B	Motor Fuel - Public Works	R	10/27/25	11/06/25	SEP 2025	N
29 SEP 2025 FUEL USE-WATER		\$124.61	5-09-55-501-001-512	B	Motor Fuel	R	10/27/25	11/06/25	SEP 2025	N
30 SEP 2025 FUEL FACILITY FEE		\$120.00	5-01-31-460-001-144	B	Upgrades to Fueling Facility	R	10/27/25	11/06/25	SEP 2025	N
		\$13,335.23								
Vendor Total:		\$13,335.23								
E0071	ENFORSYS									
25-01440	11/03/25	ANNUAL SUBSCRIPTION FEE								
1 ANNUAL SUBSCRIPTION FEE		\$18,000.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	11/03/25	11/06/25	2827	N
2 ANNUAL SUBSCRIPTION FEE		\$1,200.00	5-01-25-240-001-029	B	Maint. Contracts - Other	R	11/03/25	11/06/25	2827	N
		\$19,200.00								
Vendor Total:		\$19,200.00								
Q0176	EUROFINS QC, LLC									
25-01420	10/27/25	WATER ANALYSIS								
1 INV 6300083777-WATER ANALYSIS		\$247.50	5-09-55-501-001-532	B	Outside Testing/Labs	R	10/27/25	11/06/25	6300083777	N
25-01433	11/03/25	WATER ANALYSIS								
1 INV 6300084117-WATER ANALYSIS		\$247.50	5-09-55-501-001-532	B	Outside Testing/Labs	R	11/03/25	11/06/25	6300084117	N
25-01476	11/10/25	WATER ANALYSIS								
1 INV 6300084451-WATER ANALYSIS		\$247.50	5-09-55-501-001-532	B	Outside Testing/Labs	R	11/10/25	11/12/25	6300084451	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type							
Q0176	EUROFINS QC, LLC	<i>Account Continued</i>									
Vendor Total:		\$742.50									
E0007	EVIDENT, INC.										
25-01292	10/02/25	DETECTIVE BUREAU SUPPLIES									
3	DETECTIVE BUREAU SUPPLIES	\$142.50	5-01-25-240-001-114	B	Detective Bureau	R	10/02/25	11/10/25		254268B	N
Vendor Total:		\$142.50									
G0171	GEORGE E. CONLEY ELECTRICAL										
25-01216	09/19/25	STREET LIGHT REPAIRS									
1	INV 25933-STREET LIGHT REPAIRS	\$643.00	5-01-26-290-001-203	B	Light Poles and Repair	R	09/19/25	11/12/25		25933	N
Vendor Total:		\$643.00									
H0026	HALDEMAN FORD OF HIGHTSTOWN										
25-00932	07/11/25	HFD 2016 FORD TRUCK REPAIR									
1	PARTS	\$2,852.59	5-01-25-252-002-121	B	Preventive Maintenance	R	07/11/25	11/06/25		170976	N
2	LABOR	\$2,799.30	5-01-25-252-002-121	B	Preventive Maintenance	R	07/11/25	11/06/25		170976	N
		\$5,651.89									
Vendor Total:		\$5,651.89									
H0035	HIGHTSTOWN FUEL OIL										
25-01419	10/27/25	DIESEL FUEL FOR PD GENERATOR									
1	DIESEL FUEL FOR PD GENERATOR	\$107.61	5-01-26-310-001-024	B	Building Maintenance	R	10/27/25	11/06/25		F1249375	N
Vendor Total:		\$107.61									
H1100	HOME DEPOT CREDIT SERVICES										
25-01412	10/27/25	OCTOBER INVOICES									
1	INV 7512246-VINYL BLIND,	\$73.21	5-01-26-310-001-199	B	Miscellaneous	R	10/27/25	11/06/25		7512246	N
2	INV 7045649-JOINT COMPOUND	\$11.58	5-01-26-310-001-199	B	Miscellaneous	R	10/27/25	11/06/25		7045649	N
		\$84.79									
25-01474	11/10/25	OCT/NOV 2025 INVOICES									
1	INV 4281393-LALLY COLUMN W/CAP	\$144.00	5-01-26-310-001-024	B	Building Maintenance	R	11/10/25	11/12/25		4281393	N
2	ORDER #H0982-277329-4"X9"	\$1,008.00	5-01-26-310-001-024	B	Building Maintenance	R	11/10/25	11/12/25		H0982-277329	N
3	INV 8200854 CREDIT-A1540WDL3PK	77.88-	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		8200854	N
4	INV 9281331-ECS 100W 3PK,	\$257.02	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		9281331	N
5	INV 9281325-ECS 60W 4PK,	\$449.34	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		9281325	N
6	INV 9192134 CREDIT-ECS 60W	25.96-	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		9192134	N
7	INV 5281506-100L MULTI STEADY	\$99.96	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		5281506	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type							
H1100	HOME DEPOT CREDIT SERVICES	<i>Account Continued</i>									
8 INV 7611997-14"		\$102.08	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		7611997	N
9 INV 7040751-ECS		\$69.82	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		7040751	N
10 INV 8046816-4	SLIDERS,	\$351.71	5-01-26-310-001-199	B	Miscellaneous	R	11/10/25	11/12/25		8046816	N
		\$2,378.09									
Vendor Total:		\$2,462.88									
11AFI005	IIA FIRE DEPARTMENT TESTING										
25-01373	10/16/25	ANNUAL AERIAL TEST QUOTE126037									
1 ANNUAL AERIAL TEST QUOTE12603		\$1,700.00	5-01-25-252-002-122	B	Ladder Test - NFPA Required	R	10/16/25	11/12/25		INIIAFD7221	N
2 FUEL SURCHARGE		\$42.50	5-01-25-252-002-122	B	Ladder Test - NFPA Required	R	10/16/25	11/12/25		INIIAFD7221	N
		\$1,742.50									
Vendor Total:		\$1,742.50									
INDUS015	INDUSTRIAL CHEM LAB SERVICES										
25-01437	11/03/25	LIFT STATION DEGREASER									
1 LIFT STATION DEGREASER		\$97.25	5-09-55-501-002-549	B	MAXWELL AVE PUMPING STATION	R	11/03/25	11/06/25		416116	N
2 SHIPPING		\$19.67	5-09-55-501-002-549	B	MAXWELL AVE PUMPING STATION	R	11/03/25	11/06/25		416116	N
		\$116.92									
Vendor Total:		\$116.92									
INTER015	INTERSTATE WASTE SERV OF NJ										
25-00001	01/06/25	MUNICIPAL RECYCLING 2025 B									
12 INV 11457461	11/1/25-11/30/25	\$13,115.08	5-01-26-311-001-029	B	Recycling Contract co-mingle-paper/cdIR		10/07/25	11/06/25		11457461	N
Vendor Total:		\$13,115.08									
J0257	JCP&L										
25-01432	10/29/25	MASTER 364 9/7/25-10/4/25									
1 100 008 438 283	9/5/25-10/3/25	\$31.13	5-01-31-430-001-071	B	Electric-Borough Hall	R	10/29/25	11/06/25		95109920574	N
2 100 008 482 018	9/5/25-10/3/25	\$34.41	5-01-31-430-001-071	B	Electric-Borough Hall	R	10/29/25	11/06/25		95109920574	N
3 100 010 898 904	9/7/25-10/4/25	\$41.11	5-01-31-430-001-071	B	Electric-Borough Hall	R	10/29/25	11/06/25		95109920574	N
4 100 012 487 862	9/5/25-10/2/25	\$547.28	5-01-31-430-001-072	B	Electric-Fire House	R	10/29/25	11/06/25		95109920574	N
5 100 012 529 457	9/4/25-10/2/25	\$34.21	5-09-55-501-002-504	B	Electricity	R	10/29/25	11/06/25		95109920574	N
		\$688.14									
25-01460	11/07/25	VARIOUS ACCTS DATED 11/7/25									
1 100 100 104 247	10/2-11/3/25	\$14.96	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95458576819	N
2 100 029 000 310	10/2-11/3/25	\$614.50	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95458576814	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description Type							
J0257	JCP&L	<i>Account Continued</i>									
3 100 131 110 379	10/2-11/3/25	\$15.24	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95458576820	N
4 100 051 508 677	10/2-11/3/25	\$104.45	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95458576815	N
5 100 079 096 689	10/2-11/3/25	\$4.65	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95458576817	N
6 100 051 508 750	10/2-11/3/25	\$174.52	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95458576816	N
7 100 072 968 868	10/2-11/3/25	\$40.85	5-01-31-430-001-071	B	Electric-Borough Hall	R	11/07/25	11/07/25		95588421215	N
		\$969.17									
Vendor Total:		\$1,657.31									
J0258	JCP&L (STREET LIGHTING)										
25-01459	11/07/25	ACCT 041 & 240 11/7/25									
1 100 086 395 041	11/7/25	\$30.92	5-01-31-435-001-075	B	Street Lighting	R	11/07/25	11/07/25		95588421216	N
2 100 081 608 240	11/7/25	\$74.53	5-09-55-501-001-504	B	Electricity	R	11/07/25	11/07/25		95458567818	N
		\$105.45									
Vendor Total:		\$105.45									
JERSE015	JERSEY AUTO SUPPLY INC.										
25-01469	11/10/25	OCTOBER 2025 INVOICES									
1 INV 316374-BATT CABLE TERMINAL		\$11.49	5-01-26-290-001-050	B	DPW Work Equipment	R	11/10/25	11/12/25		316374	N
2 INV 318302-FUSE CERAMIC TUBE		\$7.10	5-09-55-501-002-506	B	Lab. Equipment & Supplies	R	11/10/25	11/12/25		318302	N
3 INV 318977-TOGGLE 50A CHROME		\$9.99	5-01-26-290-001-034	B	Motor Vehicle Parts & Access.	R	11/10/25	11/12/25		318977	N
4 INV 318400-2YR WTY BATTERY		\$189.99	5-09-55-501-001-502	B	Vehicle Maintenance	R	11/10/25	11/12/25		318400	N
		\$218.57									
Vendor Total:		\$218.57									
J0069	JERSEY ELEVATOR LLC										
25-01445	11/03/25	NOVEMBER 2025 MAINTENANCE									
1 NOVEMBER 2025 MAINTENANCE		\$210.07	5-01-26-310-001-029	B	Maintenance Contracts	R	11/03/25	11/06/25		INV-425540-X9P8	N
Vendor Total:		\$210.07									
JTSVA005	JTS VACUUM & SEWING MACHINE										
25-01447	11/03/25	PERFECT CAM BLUE BAGS									
1 INV 2179-PERFECT CAM BLUE BAGS		\$49.99	5-01-26-310-001-024	B	Building Maintenance	R	11/03/25	11/12/25		2179	N
Vendor Total:		\$49.99									
J0378	KENNCO LLC										
25-01472	11/10/25	OCT 2025 CYLINDER RENTAL									

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							
J0378	KENNCO LLC	Account Continued									
1 INV R32623-OCT 2025 CYLINDER		\$36.60	5-01-26-290-001-050	B DPW Work Equipment		R	11/10/25	11/12/25		R32623	N
Vendor Total:		\$36.60									
LUISV005	LUIS D. VARGAS										
25-01477	11/10/25	CLOTHING REIMBURSEMENT									
1 UNIFORM REIMBURSEMENT		\$104.20	5-01-26-290-001-032	B Uniforms		R	11/10/25	11/12/25		8/24/25&8/30/25	N
Vendor Total:		\$104.20									
MAIRE005	MAIREAD THOMPSON										
25-01461	11/10/25	HALLOWEEN CONTEST REIMBURSE									
1 \$25.00 MANNINOS GIFT CARD		\$25.00	5-01-30-420-001-195	B Borough Events		R	11/10/25	11/12/25		110325170349891	N
2 \$50.00 MANNINOS GIFT CARD		\$50.00	5-01-30-420-001-195	B Borough Events		R	11/10/25	11/12/25		110225122326559	N
3 \$100.00 TAVERN GIFT CARD		\$100.00	5-01-30-420-001-195	B Borough Events		R	11/10/25	11/12/25		7007	N
		\$175.00									
Vendor Total:		\$175.00									
M0180	MCMASTER-CARR										
25-01451	11/03/25	HAZARDOUS LOCATION LINE VOLTAG									
1 HAZARDOUS LOCATION LINE		\$409.57	5-09-55-501-002-504	B Electricity		R	11/03/25	11/06/25		54527378	N
2 SHIPPING		\$10.78	5-09-55-501-002-504	B Electricity		R	11/03/25	11/06/25		54527378	N
		\$420.35									
Vendor Total:		\$420.35									
M0261	MERCER COUNTY COMMUNITY COLLEG										
25-01414	10/27/25	STRATEGY & TACTICS COMMERCIAL									
1 STRATEGY & TACTICS COMMERCIA		\$30.00	5-01-25-252-002-042	B Education & Training		R	10/27/25	11/12/25		FA4614	N
Vendor Total:		\$30.00									
MESSE005	MES SERVICE COMPANY LLC										
25-01426	10/27/25	SCBA REPAIR INV IN 2365245									
1 SCBA REPAIR INV IN 2365245		\$38.00	5-01-25-252-002-125	B Respiratory Protection		R	10/27/25	11/12/25		IN2365245	N
2 SCBA MINOR REDUCER REPAIR		\$85.00	5-01-25-252-002-125	B Respiratory Protection		R	10/27/25	11/12/25		IN2365245	N
3 PACKING		\$5.05	5-01-25-252-002-125	B Respiratory Protection		R	10/27/25	11/12/25		IN2365245	N
		\$128.05									
Vendor Total:		\$128.05									
M0127	MONMOUTH COUNTY										

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											
M0127	MONMOUTH COUNTY	Account Continued									
25-01434	11/03/25	SEPT 2025 ROOSEVELT TIPPING									
1 SEPT 2025 ROOSEVELT TIPPING		\$2,314.89	5-01-43-513-001-171	B	Borough of Roosevelt-Tipping Fees	R	11/03/25	11/06/25		SEPT 2025	N
25-01468	11/10/25	OCTOBER 2025 ROOSEVELT TIPPING									
1 OCTOBER 2025 ROOSEVELT TIPPIN		\$4,382.63	5-01-43-513-001-171	B	Borough of Roosevelt-Tipping Fees	R	11/10/25	11/12/25		OCT 2025	N
Vendor Total:		\$6,697.52									
M1125	MOUNT'S GARAGE										
25-01443	11/03/25	STARTER 2001 FORD EXPEDITION									
1 STARTER 2001 FORD EXPEDITION		\$169.06	5-01-25-252-002-121	B	Preventive Maintenance	R	11/03/25	11/06/25		18416	N
2 STARTER ASSEMBLY		\$111.69	5-01-25-252-002-121	B	Preventive Maintenance	R	11/03/25	11/06/25		18416	N
3 DIAGNOSE STARTER/CHARGING SY		\$159.55	5-01-25-252-002-121	B	Preventive Maintenance	R	11/03/25	11/06/25		18416	N
4 HAZARDOUS MATERIALS		\$2.71	5-01-25-252-002-121	B	Preventive Maintenance	R	11/03/25	11/06/25		18416	N
		\$443.01									
Vendor Total:		\$443.01									
NJASS005	NJ ASSOC SCHOOL RESOURCE OFFCR										
25-01347	10/15/25	TRAINING									
1 TRAINING		\$475.00	5-01-25-240-001-042	B	Education & Training	R	10/15/25	11/06/25		GC251	N
Vendor Total:		\$475.00									
N0170	NORCIA CORP.										
25-01418	10/27/25	REPAIR OF TRUCK ARM 10A									
1 REPAIR OF TRUCK ARM 10A		\$275.00	5-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	10/27/25	11/06/25		86321	N
25-01473	11/10/25	REPAIR OF GT1									
1 INV 86357-REPAIR OF GT1		\$100.00	5-01-26-305-001-034	B	Motor Vehicle Parts & Access.	R	11/10/25	11/12/25		86357	N
Vendor Total:		\$375.00									
O0050	ONE CALL CONCEPT INC										
25-01475	11/10/25	OCT 2025 ONE CALL MSGS									
1 OCT 2025 ONE CALL MSGS		\$93.70	5-09-55-501-001-535	B	Hydrants and Line Repair	R	11/10/25	11/12/25		5105087	N
Vendor Total:		\$93.70									
PANTA005	PANTANO NURSERY										
25-01436	11/03/25	LAWN MOWER OIL FILTER									
1 LAWN MOWER OIL FILTER		\$15.99	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	11/03/25	11/06/25		INV504022	N
2 QT MOWER OIL		\$17.99	5-09-55-501-002-503	B	Sewer Plant Maintenance	R	11/03/25	11/06/25		INV504022	N
		\$33.98									

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											
PANTA005	PANTANO NURSERY	<i>Account Continued</i>									
Vendor Total:		\$33.98									
P0088	PARKER MCCAY, P.A.										
25-01429	10/29/25	Billing through 9/30/25									
1 Review & prep application		\$120.00	2025-03	P	125 Oak Ln- Use Variance	R	10/29/25	11/06/25		3203654	N
Vendor Total:		\$120.00									
PERIO005	PERI ORLANDO										
25-01464	11/10/25	DROP IN ART CLASS LEAD									
1 DROP IN ART CLASS LEAD		\$150.00	5-01-28-373-002-199	B	MISCELLANEOUS-CULTURAL ARTS	R	11/10/25	11/12/25		102025	N
2 REIMBURSEMENT FOR SUPPLIES		\$25.74	5-01-28-373-002-199	B	MISCELLANEOUS-CULTURAL ARTS	R	11/10/25	11/12/25		102025	N
		\$175.74									
Vendor Total:		\$175.74									
PLOSI005	PLOSIA COHEN LLC										
25-00431	04/02/25	IN REM INVOICES									
14 IN REM FORECLOSURES SEPT 202		\$829.00	5-01-20-155-001-027	B	General Matters	R	04/02/25	11/06/25		55014	N
15 IN REM FORECLOSURES OCT 202		\$1,574.00	5-01-20-155-001-027	B	General Matters	R	04/02/25	11/06/25		55131	N
16 IN REM FORECLOSURE EXP OCT '2		\$13.28	5-01-20-155-001-027	B	General Matters	R	04/02/25	11/06/25		55131	N
		\$2,416.28									
25-01452	11/03/25	Services through 10/31/25									
1 Correspondence & Meeting		\$320.00	2022-06	P	480 MERCER STREET WAREHOUSER		11/03/25	11/06/25		55132	N
25-01455	11/04/25	ATTORNEY INV 10/1/25-10/31/25									
1 COUNCIL MEETINGS 10/6 & 10/20		\$304.00	5-01-20-155-001-029	B	Attendance at Council Meetings	R	11/04/25	11/06/25		55130	N
2 ATTORNEY SVCS 10/1/25-10/31/25		\$1,216.00	5-01-20-155-001-027	B	General Matters	R	11/04/25	11/06/25		55130	N
		\$1,520.00									
Vendor Total:		\$4,256.28									
POLIC005	POLICE & SHERIFFS PRESS, INC										
25-01444	11/03/25	BOROUGH PHOTO ID'S									
1 BOROUGH PHOTO ID'S		\$40.00	5-01-20-125-001-023	B	Printing & Stationary	R	11/03/25	11/06/25		126568	N
Vendor Total:		\$40.00									
POSIT005	POSITIVE PROMOTIONS										
25-01346	10/15/25	HPD PROMOTION STICKERS									
1 HPD PROMOTION STICKERS		\$160.00	5-01-25-240-001-119	B	Community Policing	R	10/15/25	11/06/25		07649796	N

Vendor #	Name	Description		Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
P.O. #	PO Date	Amount	Charge Account	Acct Description	Type						
Item Description											
R0077	ROBERTS ENGINEERING GRP LLC	Account Continued									
Vendor Total:		\$713.75									
S0161	SAFE-T										
25-00925	07/11/25	INNOTEX RESCUE ENERGY PANTS									
1 INNOTEX RESCUE ENERGY PANTS		\$554.07	C-04-55-904-003-444	B	FIRE DEPT AIR BAGS,VEHICLE STAER		07/11/25	11/12/25		8479	N
Vendor Total:		\$554.07									
TMOBI005	T-MOBILE										
25-01439	11/03/25	STOCKTON LOT CAMERA 9/21-10/20									
1 STOCKTON LOT CAMERA 9/21-10/20		\$62.70	5-01-33-195-002-029	B	Computer Software/Maint/Equip	R	11/03/25	11/06/25		1657-10202025	N
Vendor Total:		\$62.70									
TELCO005	TELCO BILL CENTER INC.										
25-01465	11/10/25	POTSOLVE RECURRING CHGS NOV 25									
1 POTSOLVE RECURRING CHGS NOV		\$401.25	5-01-31-440-001-085	B	Telephone-Block Line Systems, LLC LSR		11/10/25	11/12/25		8416	N
Vendor Total:		\$401.25									
TOWNS010	TOWNSHIP OF MANALAPAN										
25-00661	05/19/25	2025 ANIMAL CONTROL SERVICES									
5 2025 ANIMAL CONTROL SVCS QTR 4		\$4,950.00	5-01-43-512-001-161	B	Animal Control Services	R	08/22/25	11/06/25		2025-H4	N
Vendor Total:		\$4,950.00									
TREAS035	TREASURER -STATE OF NEW JERSEY										
25-01467	11/10/25	Lead cert filing thru 11/25									
1 2024 Fees Collected		\$4,800.00	5-01-55-003-000-005	B	DUE TO STATE - LEAD PAINT FEE	R	11/10/25	11/12/25		2024	N
2 2025 Fees Collected		\$220.00	5-01-55-003-000-005	B	DUE TO STATE - LEAD PAINT FEE	R	11/10/25	11/12/25		2025	N
		\$5,020.00									
Vendor Total:		\$5,020.00									
UNIFI005	UNIFIRST CORPORATION										
25-01466	11/10/25	UNIFORMS OCTOBER 2025									
1 INV 1260811518 10/2/25		\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/12/25		1260811518	N
2 INV 1260815449 10/9/25		\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/12/25		1260815449	N
3 INV 1260818712 10/16/25		\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/12/25		1260818712	N
4 INV 1260822122 10/23/25		\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/12/25		1260822122	N
5 INV 1260825722 10/30/25		\$57.68	5-09-55-501-002-507	B	Uniforms & Safety Equipment	R	11/10/25	11/12/25		1260825722	N
		\$288.40									

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											
UNIFI005	UNIFIRST CORPORATION	<i>Account Continued</i>									
Vendor Total:		\$288.40									
VALLE005	VALLEY RM ENTERPRISES LLC										
25-01383	10/21/25	2 GARBAGE PADS @ PARKING LOT									
1 2 GARBAGE PADS FOR STOCKON S		\$3,720.42	G-02-41-730-010-399	B	Recycling Tonnage Grant 2010	R	10/21/25	11/12/25		1633	N
		\$4,376.61	G-02-41-730-011-399	B	Recycling Tonnage Grant 2011						N
		\$4,502.97	G-02-41-730-012-399	B	Recycling Tonnage Grant 2012						N
		\$12,600.00									
Vendor Total:		\$12,600.00									
V0019	VERIZON										
25-01457	11/07/25	257-132-741-0001-46 10/31/25									
1 257-132-741-0001-46	10/31/25	\$429.65	5-01-20-140-001-060	B	Internet Services and Web Services	R	11/07/25	11/07/25		0146-10312025	N
Vendor Total:		\$429.65									
<hr/>											
Total Purchase Orders: 67 Total P.O. Line Items: 170 Total List Amount: \$2,141,730.72 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	5-01	\$2,114,213.37	\$0.00	\$2,114,213.37	\$0.00	\$0.00	\$0.00
	5-09	\$13,209.53	\$0.00	\$13,209.53	\$0.00	\$0.00	\$0.00
	5-21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,153.75
	Year Total:	\$2,127,422.90	\$0.00	\$2,127,422.90	\$0.00	\$0.00	\$1,153.75
GENERAL CAPITAL	C-04	\$554.07	\$0.00	\$554.07	\$0.00	\$0.00	\$0.00
	G-02	\$12,600.00	\$0.00	\$12,600.00	\$0.00	\$0.00	\$0.00
Total Of All Funds:		\$2,140,576.97	\$0.00	\$2,140,576.97	\$0.00	\$0.00	\$1,153.75

Project Description	Project No.	Rcvd Total
Engineer Rev- water/sewer taps	118CLINTON	\$682.50
480 MERCER STREET WAREHOUSE	2022-06	\$320.00
125 Oak Ln- Use Variance	2025-03	\$120.00
Peddie Football Field & Track	2025-04	\$31.25
Total Of All Projects:		\$1,153.75

Borough of Hightstown
County of Mercer

Resolution 2025-231

RESOLUTION OF COMPLIANCE REGARDING THE 2024 AUDIT

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

WHEREAS, the Annual Report of Audit for the year 2024 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of *N.J.S.A.* 40A:5-6, and a copy has been received by each member of the governing body; and

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

WHEREAS, the Local Finance Board has promulgated N.J.A.C 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the audit entitled “Findings and Questioned Costs” or “Findings and Recommendations”; and

WHEREAS, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled Findings and Questioned Costs” or “Findings and Recommendations” as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the governing body no later than forty-five (45) days after receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

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

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

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

Borough of Hightstown
County of Mercer

Resolution 2025-231

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Borough of Hightstown hereby states that it has complied with N.J.A.C 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF **MERCER**

We, members of the governing body of the **Borough of Hightstown** of, in the County of **Mercer**, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the **Borough Council** of the **Borough of Hightstown** in the county of **Mercer**;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year **2024**;
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled "Findings and Recommendations."

Susant Bluth

Joseph Cicalese

Cristina Fowler

Todd Frantz

Jeet Gulati

Joshua Jackson

Frederick Montferrat

Sworn to and subscribed before me this

1st day of December, 2025

Margaret Riggio, Municipal Clerk
Borough of Hightstown

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

Borough of Hightstown
County of Mercer

Resolution 2025-232

**RESOLUTION OF THE BOROUGH OF HIGHTSTOWN, COUNTY OF MERCER,
STATE OF NEW JERSEY, APPROVING THE CORRECTIVE ACTION PLAN IN
RESPONSE TO THE ANNUAL AUDIT REPORT**

WHEREAS, the Borough of Hightstown has received and reviewed the Annual Audit Report for the fiscal year ending 12/31/2024; and

WHEREAS, the audit report has identified certain findings and recommendations requiring corrective action; and

WHEREAS, in accordance with New Jersey Local Finance Notice 92-15, a Corrective Action Plan has been prepared by the Chief Financial Officer to address the findings of the audit report; and

WHEREAS, the Corrective Action Plan outlines specific actions to be taken to correct the deficiencies noted and prevent future occurrences; and

WHEREAS, the Borough Council has reviewed the Corrective Action Plan and finds it to be appropriate and in compliance with the audit recommendations.

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

1. The Corrective Action Plan prepared in response to the findings of the 2024 Annual Audit Report is hereby approved.
2. The Chief Financial Officer is hereby directed to implement the Corrective Action Plan as outlined.
3. A copy of this resolution, along with the Corrective Action Plan, shall be submitted to the Department of Community Affairs in accordance with state requirements.
4. This resolution shall take effect immediately upon passage.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

HIGHTSTOWN BOROUGH
COUNTY OF MERCER
AUDIT CORRECTIVE ACTION PLAN
12/31/2024
AUDIT

Recommendation 2024-001 NJAC 5:30-5.6(a)(4)(i) requires property records be maintained accurately, to reflect a description and source of the property, its ownership, the acquisition cost and date and the percentage of Federal participation in the acquisition.

Observation: The prior CFO did not keep a record of each fixed asset in accordance with NJAC 5:30-5.6(a)(4)(i)

Corrective Action: The current CFO will engage in a company to perform a Fixed Asset Accounting for all assets over \$5,000.

Action date: No later than 12/31/2027

Recommendation 2024-002 Section 125 of the Internal Revenue Code requires employee withholdings for health insurance contributions be made on a pretax basis.

Observation: The prior CFO/payroll clerk did not deduct health insurance contributions on a pretax basis for Medicare and Social Security taxes.

Corrective Action: The health insurance deductions be made on a pretax basis in accordance with Section 125 of the Internal Revenue Code

Action date: Completed and adjusted for 2025.

Recommendation 2024-003 NJAC 5:30-5.3 requires that no commitment shall be authorized or made and no contract shall be entered into unless there is a certification of availability of funds.

Observation: Many purchases orders were created after an invoice had been received by the Borough.

Corrective Action: The CFO will communicate to all departments to ensure that a purchase order is approved prior to the ordering of goods and services.

Action Date: 1/1/2026

Recommendation 2024-004 The general ledger, subsidiary records and bank reconciliations should be properly maintained by the CFO and closed out in a timely manner to allow for the preparation of the financial statements.

Observation: The prior CFO did not reconcile bank accounts in a timely manner.

Corrective Action the CFO will ensure that all bank reconciliations and ledgers are properly maintained and closed out in a timely manner.

Action Date: Already in place

Respectfully submitted,

Donna A. Condo, CFO

Borough of Hightstown
County of Mercer

Resolution 2025-233

**RESOLUTION AWARDING A CONTRACT FOR THE AWWTP INFLUENT PUMP
STATION DRYWELL UPGRADES PROJECT**

WHEREAS, the Borough of Hightstown advertised for the receipt of bids for the AWWTP Influent Pump Station Drywell Upgrades Project, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, on Thursday, November 13, 2025, the Borough received four (4) bids from contractors; and

WHEREAS, the Borough Engineer and the Borough Attorney have reviewed the bid of Sovereign Consulting, Inc. of Robbinsville, New Jersey, and has found it to be complete and in compliance with all bid requirements, and further confirmed that the contractor is not currently debarred from bidding on public contracts; and

WHEREAS, the low bid of \$224,000.00 submitted by Sovereign Consulting, Inc. is substantially below the Engineer's Estimate of \$341,000.00 and is considered acceptable; and

WHEREAS, this project is being funded through the New Jersey Water Bank program, administered by the New Jersey Department of Environmental Protection (NJDEP) and the New Jersey Infrastructure Bank (NJIB), and final contract award is subject to NJDEP approval; and

WHEREAS, the Borough Chief Financial Officer has certified that funds are available for this contract in accordance with N.J.A.C. 5:30-5.5 and N.J.S.A. 40A:4-57, and that said funds are available in appropriation line C-08-55-972-000-542 (AWWTP Influent Pump Station Drywell Upgrades), contingent upon NJDEP approval and final authorization of financing through the New Jersey Water Bank.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that a contract for the AWWTP Influent Pump Station Drywell Upgrades Project is hereby awarded to Sovereign Consulting, Inc., Robbinsville, New Jersey, in the amount of \$224,000.00, contingent upon approval by the New Jersey Department of Environmental Protection; and

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, and other appropriate Borough officials are authorized to execute the contract and any related documents upon receipt of NJDEP approval.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-233

Certification of Availability of Funds

I, Donna Condo, CFO of the Borough of Hightstown, do hereby certify that funds are available as follows:

Account #	Appropriation Title	Amount
C-08-55-972-000-542	W/S CAPITAL – DRYWELL	\$224,000.00

Donna Condo, CFO

Date



Roberts

ENGINEERING GROUP LLC
Women Business Enterprise Certified

November 19, 2025

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

Mayor and Council
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520

Re: Award Recommendation
AWWTP Influent Pump Station Drywell Upgrades
NJIB No. S340915-08 (Contract 2 of 2)
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1684

Dear Mayor and Council:

Bids were received for the AWWTP Influent Pump Station Drywell Upgrades Project on Thursday, November 13, 2025. A total of thirteen (13) bidders obtained plans and specifications, and four (4) contractors submitted bids. The bid results are as follows:

	<u>TOTAL BID</u>
1. Sovereign Consulting, Inc. Robbinsville, New Jersey 08691	\$224,000.00
2. JVS Industrial & Commercial Contractors, Inc. Edison, New Jersey 08817	\$244,000.83
3. VNL, Inc. Whitehouse Station, New Jersey 08889	\$309,500.00
4. Municipal Maintenance Co. Cinnaminson, New Jersey 08077	\$329,627.00
5. Engineer's Estimate	\$341,000.00

This project is being funded through a loan from the New Jersey Water Bank program which is administered by the NJ Department of Environmental Protection (NJDEP) and funded by the New Jersey Infrastructure Bank (NJIB).

The Engineer's Estimate for this contract is \$341,000.00. The low bid is submitted by Sovereign Consulting, Inc. of Robbinsville, New Jersey, in the amount of \$224,000.00.

In reviewing the bid documents, it has been found that the bid submitted by VNL, Inc. are incomplete as they have not provided a Licensed Electrician as was required by the bid checklist. Therefore, in consultation with the Borough Attorney, this bid is considered non-responsive and must be rejected in accordance with NJSA 40A:11-13.2e.

Award Recommendation
AWWTP Influent Pump Station Drywell Upgrades
NJIB No. S340915-08 (Contract 2 of 2)
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1684
Page 2 of 2

We have reviewed the bid submitted by Sovereign Consulting, Inc. All conditions set forth in the bid proposal have been satisfied and the Contractor is not on the current list of debarred contractors.

Therefore, it is my recommendation that a contract be awarded to Sovereign Consulting, Inc. of Robbinsville, New Jersey for the AWWTP Influent Pump Station Drywell Upgrades Project in the amount of \$224,000.00, subject to the approval of the New Jersey Department of Environmental Protection.

By way of this letter, I am returning the original bids to the Clerk.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,



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

cc: John Francis Roman, Borough Administrator
Peggy Riggio, RMC, CMR, Borough Clerk
Mairead Thompson, Assistant Business Administrator
Ken Lewis, Borough Superintendent of Public Works
Steve White, AWWTP Superintendent
Donna Condo, Borough CFO
Jonathan Cohen, Esq., Borough Attorney
Cameron Corini, PE, CME, CPWM, Roberts Engineering Group, LLC
Justin Streleckis, PE, Roberts Engineering Group, LLC
Thak Bakhru, PE, Roberts Engineering Group, LLC



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

AWWTP Influent Pump Station Drywell Upgrades
Thursday, November 13, 2025 at 11:00 am

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

Summary of Bids Our File No.: H1684			Engineer's Estimate Roberts Engineering Group, LLC 1670 Whitehorse-Hamilton Square Road Hamilton, New Jersey 08690 Phone: (609) 586-1141		Sovereign Consulting, Inc. 111-A North Gold Drive Robbinsville, New Jersey 08691 Phone: (609) 259-8200 Fax: N/A		JVS Industrial & Commercial Contractors, Inc. 154 Silver Lake Avenue Edison, New Jersey 08817 Phone: (732) 543-2777 Fax: N/A		VNL Inc. 107 Main Street Whitehouse Station, New Jersey 08889 Phone: (908) 721-7981 Fax: (908) 345-5171		Municipal Maintenance Co. 1352 Taylors Lane Cinnaminson, New Jersey 08077 Phone: (856) 786-9434 Fax: (856) 786-0642		BGD Contracting 220 Homestead Place Park Ridge, New Jersey 07656 Phone: (201) 759-9539 Fax: (201) 552-6720	
Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$60,000.00	\$60,000.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00		
2 Project Video and Photographs	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$250.00	\$250.00		
3 Influent Pump Station Dry Well Improvements, Complete	LS	1	\$226,000.00	\$226,000.00	\$179,000.00	\$179,000.00	\$200,000.83	\$200,000.83	\$260,000.00	\$260,000.00	\$288,377.00	\$288,377.00		
4 Cleaning and Restoration	LS	1	\$25,000.00	\$25,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$8,500.00	\$8,500.00	\$1,000.00	\$1,000.00		
5 Allowance	DOLLAR	25,000	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00	\$1.00	\$25,000.00		
Total Cost:			\$341,000.00	\$341,000.00	\$224,000.00	\$224,000.00	\$244,000.83	\$244,000.83	\$309,500.00	\$309,500.00	\$329,627.00	\$329,627.00	No Bid Received	No Bid Received

Bid is rejected due to violation of NJAC 40A:11-16
(Electrician Subcontractor).

Summary of Bids Our File No.: H1684			Engineer's Estimate Roberts Engineering Group, LLC 1670 Whitehorse-Hamilton Square Road Hamilton, New Jersey 08690 Phone: (609) 586-1141		ConstructConnect 3825 Edwards Road, Suite 700 Cincinnati, Ohio 45209 Phone: (800) 364-2059 Fax: (866) 570-8187		Dodge Construction Network 2860 South Street Highway 161, Suite 160 Grand Prairie, Texas 75052 Phone: (800) 393-6343 Fax: N/A		JEV Construction 122 West Main Street Clinton, New Jersey 08809 Phone: (908) 323-2950 Fax: (908) 323-2964		Northeast Remco Construction 1333 Campus Parkway Wall Township, New Jersey 07753 Phone: (732) 557-6100 Fax: (732) 736-8904		PKF-Marrk III, Inc. 17 Blacksmith Road, P.O. Box 390 Newtown, Pennsylvania 18940 Phone: (215) 968-5031 Fax: (215) 968-3829	
Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$60,000.00	\$60,000.00										
2 Project Video and Photographs	LS	1	\$5,000.00	\$5,000.00										
3 Influent Pump Station Dry Well Improvements, Complete	LS	1	\$226,000.00	\$226,000.00										
4 Cleaning and Restoration	LS	1	\$25,000.00	\$25,000.00										
5 Allowance	DOLLAR	25,000	\$1.00	\$25,000.00										
Total Cost:			\$341,000.00	\$341,000.00	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received

Summary of Bids Our File No.: H1684			Engineer's Estimate Roberts Engineering Group, LLC 1670 Whitehorse-Hamilton Square Road Hamilton, New Jersey 08690 Phone: (609) 586-1141		Rapid Pump & Meter Service Co. 285 Straight Street Paterson, New Jersey 07501 Phone: (973) 345-5600 Fax: (973) 345-0301		Spectraserv, Inc. 75 Jacobus Avenue South Kearny, New Jersey 07032 Phone: (973) 589-0277 Fax: (973) 589-0415		Sub-Level Installations, Inc. 240 West 22nd Street Ship Bottom, New Jersey 08008 Phone: (609) 513-0195 Fax: N/A	
Description	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Mobilization	LS	1	\$60,000.00	\$60,000.00						
2 Project Video and Photographs	LS	1	\$5,000.00	\$5,000.00						
3 Influent Pump Station Dry Well Improvements, Complete	LS	1	\$226,000.00	\$226,000.00						
4 Cleaning and Restoration	LS	1	\$25,000.00	\$25,000.00						
5 Allowance	DOLLAR	25,000	\$1.00	\$25,000.00						
Total Cost:			\$341,000.00	\$341,000.00	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received	No Bid Received

I hereby certify that this is a true copy of the bids received on November 13, 2025.

Carmela Roberts
Carmela Roberts, P.E., C.M.E., C.P.W.M.
NJ License No. 34419

Borough of Hightstown
County of Mercer

Resolution 2025-234

**RESOLUTION AUTHORIZING AND CONFIRMING A PURCHASE MADE IN
EXCESS OF THE BID THRESHOLD THROUGH NEW JERSEY STATE CONTRACT
PURSUANT TO THE LOCAL PUBLIC CONTRACTS LAW**

WHEREAS, the Borough of Hightstown (“Borough”) had a need to acquire protective gear for use by Hightstown Engine Company No. 1; and

WHEREAS, the total cost of the purchase exceeded the bid threshold established by N.J.S.A. 40A:11-3; and

WHEREAS, the purchase was made from Skylands Area Fire Equipment and Training, LLC under New Jersey State Contract 17-Fleet-00810, a contract awarded by the New Jersey Division of Purchase and Property in accordance with State procurement laws, which permits municipalities to purchase goods and services without the need for advertising for bids pursuant to N.J.S.A. 40A:11-12; and

WHEREAS, although the purchase was properly made under a valid New Jersey State Contract, a confirming resolution authorizing the purchase was not adopted at the time of the transaction; and

WHEREAS, the Qualified Purchasing Agent has reviewed the matter and confirmed that the use of the State Contract was appropriate and that sufficient funds were available at the time of purchase, as evidenced by the attached certification of funds.

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 Borough hereby authorizes and confirms the prior purchase of protective gear from Skylands Area Fire Equipment & Training under New Jersey State Contract 17-Fleet-00810, in the total amount of \$77,884.47.
2. This confirming action is taken pursuant to N.J.S.A. 40A:11-12 of the Local Public Contracts Law, which permits the use of State Contract pricing for purchases exceeding the bid threshold.
3. A copy of this Resolution, the State Contract, and the Certification of Funds shall be placed on file with the Municipal Clerk.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-235

**AUTHORIZING PURCHASE OF POLICE VEHICLE AND EQUIPMENT THROUGH
NEW JERSEY STATE CONTRACT**

WHEREAS, the Borough of Hightstown desires to purchase a new police vehicle, including outfitting and in-car equipment, in accordance with the needs of the Police Department; and

WHEREAS, the total cost of the purchase is \$92,011.75; and

WHEREAS, the purchases are being made through New Jersey State Contract(s), as allowed under N.J.S.A. 40A:11-12a.; and

WHEREAS, the detailed breakdown of the vehicle, outfitting, and in-car equipment is set forth in Appendix A, attached hereto and incorporated herein; and

WHEREAS, the Chief Financial Officer has certified that funds are available for this purchase in the following appropriation line: C-04-55-925-014-101.

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

1. The Borough is hereby authorized to purchase a police vehicle and all necessary outfitting and in-car equipment from vendors under the applicable New Jersey State Contracts.
2. The Borough Clerk/Purchasing Agent is authorized to execute all documents necessary to effectuate this purchase.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-235

APPENDIX "A"

<u>Vendor</u>	<u>NJ State Contract</u>	<u>Item</u>	<u>Amount</u>
Winner Ford	20-FLEET-01189	2026 Ford Utility Interceptor Base Vehicle	\$44,313.00
Whelen	17-FLEET-00761	Police Car Outfitting & Labor	
Havis	17-FLEET-00719	Police Car Outfitting & Labor	\$31,903.09
Stalker Radar	17-FLEET-00726	Radar for Police Car	\$3,018.00
Motorola Solutions	25-TELE-87266	Wireless Router	\$1,469.00
PMC Wireless	T-0109 #83900	Dual-bank Mobile & trunking system	\$4,835.66
SafeFleet	17-FLEET-00731	In Car camera	\$6,223.00
SafeFleet	17-FLEET-00731	USB Secure Drive	<u>\$250.00</u>
TOTAL FOR PURCHASE OF CAR, OUTFITTING, COMPUTER, CAMERA, WIRELESS ROUTER AND ALL LABOR			<u>\$92,011.75</u>

Borough of Hightstown
County of Mercer

Resolution 2025-235

Certification of Availability of Funds

I, Donna Condo, CFO of the Borough of Hightstown, do hereby certify that funds were available as follows:

Account #	Amount
C-04-55-925-014-101	\$92,011.75

Donna Condo, CFO

Date

Borough of Hightstown
County of Mercer

Resolution 2025-236

**AUTHORIZING PREPARATION OF BID SPECIFICATIONS FOR
EMERGENCY REPAIR CONTRACT SERVICES**

WHEREAS, Hightstown Borough is in need of a contract for Emergency Repair Contract Services; and

WHEREAS, Borough Engineer, Carmela Roberts, has submitted a fee proposal for preparation and advertisement of bids for said services; and

WHEREAS, the proposal is inclusive of preparation of the specifications, construction details, bidding, recommendation of award and execution of contracts at an amount not to exceed \$3,500.00; and

WHEREAS, the Borough CFO has certified that funds are available in appropriation lines 5-09-55-501-001-508 and 5-09-55-501-002-508.

NOW, THEREFORE BE IT RESOLVED, that the Borough Engineer is hereby authorized to prepare bid specifications as detailed within at an amount not to exceed \$3,500.00.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-236

Certification of Availability of Funds

I, Donna Condo, CFO of the Borough of Hightstown, do hereby certify that funds were available as follows:

Account #	Amount
5-09-55-501-001-508	\$665.00
5-09-55-501-002-508	\$2,835.00

Donna Condo, CFO

Date

Borough of Hightstown
County of Mercer

Resolution 2025-237

RESOLUTION TO CANCEL NJDOT GRANT RECEIVABLE IN THE AMOUNT OF \$50,000 FOR THE PROJECT KNOWN AS MAPLE AND SUNSET AVENUE 2017 ROAD RECONSTRUCTION PROJECT

WHEREAS, Ordinance 2017-17 was adopted and referenced a NJDOT grant for the Road Project known as Maple and Sunset Avenue; and

WHEREAS, the Ordinance erroneously noted a NJDOT grant in the amount of \$275,000; and

WHEREAS, NJDOT letter dated May 17, 2017 stated that the grant award for this project was \$225,000.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Hightstown, Mercer County, that \$50,000 be and is hereby cancelled for the NJDOT project known as Maple and Sunset Avenues.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to the following:

1. Donna Condo, CFO
2. Dan DiGangi, Borough Auditor
3. Matt Gessup, Bond Counsel

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-238

AUTHORIZING A TRANSFER OF FUNDS IN THE 2025 BUDGET

WHEREAS N.J.S.A. 40A:4-58 provides that the governing body may authorize a transfer of funds in the budget during the last two months of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the following transfers in the 2025 budget are hereby authorized:

	<u>Transfer To:</u>	<u>Transfer From:</u>
Administration S & W	\$ 9,700.00	
Finance S & W	\$ 12,500.00	
Finance O.E.	\$ 4,000.00	
Finance Audit - O.E.	\$ 9,500.00	
Land Use Board S&W	\$ 2,500.00	
Group Insurance - Waiver	\$ 3,000.00	
Police S & W Overtime	\$ 50,000.00	
Sanitation S & W	\$ 2,500.00	
Sanitation O.E Motor Vehicle Expenses	\$ 6,000.00	
Postage	\$ 2,000.00	
Construction Code S & W	\$ 25,000.00	
Social Security	\$ 30,000.00	
West Windsor Health Other Expenses	\$ 100.00	
Roosevelt Tipping Fees	\$ 11,500.00	
East Windsor Dispatch	\$ 1,530.00	

Borough of Hightstown
County of Mercer

Resolution 2025-238

	<u>Transfer To:</u>	<u>Transfer From:</u>
Mun Clerk - S & W		7,800.00
Data Processing O.E. Computer Service & Support		9,000.00
Tax Assessor S & W		2,000.00
Legal O.E. General Matters		10,000.00
Conflict Attorney		10,000.00
Redevelopment		3,000.00
Litigation		10,000.00
Municipal Court O.E.		7,000.00
LUB O.E.		2,500.00
Group Insurance		13,530.00
Buildings & Gr S & W		10,000.00
Health & Human Srv O.E.		9,000.00
Electric		10,000.00
Telephone		5,000.00
Gasoline		6,000.00
Housing S & W		5,000.00
Police O.E.		50,000.00
TOTALS	<u>\$ 169,830.00</u>	<u>\$ 169,830.00</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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-239

**AUTHORIZING A REFUND OF A DUPLICATE TAX PAYMENT
7 POWEL COURT**

WHEREAS, a duplicate payment for 2025 taxes were made for Blk 2.01; Lt. 1, Qlfr: C0012, 7 Powell Court, in the amount of \$2,039.19; and

WHEREAS, both the mortgage company and the homeowner paid fourth quarter taxes; and

WHEREAS, the homeowner, Mirna Hanna and Christopher Mina, have requested that a refund be issued for the duplicate payment in the amount of \$2,039.19; and

WHEREAS, the Tax Collector has requested that the duplicate payment be refunded in the amount of \$2,039.19.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Tax Collector and Finance Officer are hereby authorized to issue a refund in the amount of \$2,039.19 to Mirna Hanna and Christopher Mina, 7 Powell Court, Hightstown, NJ 08520, representing the duplicate tax payment as set forth herein.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-240

**AUTHORIZING A REFUND OF A DUPLICATE TAX PAYMENT
156 SECOND AVENUE**

WHEREAS, a duplicate payment for 2025 taxes were made for Blk:44; Lt:6, 156 Second Avenue, in the amount of \$2,754.53; and

WHEREAS, both the mortgage company and the homeowner paid fourth quarter taxes; and

WHEREAS, the homeowner, Harold D. and Laurie Willis, have requested that a refund be issued for the duplicate payment in the amount of \$2,754.53; and

WHEREAS, the Tax Collector has requested that the duplicate payment be refunded in the amount of \$2,754.53.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the Tax Collector and Finance Officer are hereby authorized to issue a refund in the amount of \$2,754.53 to Harold D. and Laurie Willis, 156 Second Avenue, Hightstown, NJ 08520, representing the duplicate tax payment as set forth herein.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-241

RESOLUTION AUTHORIZING THE BOROUGH ENGINEER TO REQUEST A SIX-MONTH AWARD EXTENSION FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE GRANT RECEIVED FOR IMPROVEMENTS TO DUTCH NECK ROAD

WHEREAS, on or about April 2024, the New Jersey Department of Transportation ("NJDOT") awarded the Borough of Hightstown, County of Mercer, State of New Jersey (the "Borough") a Local Transportation Projects Fund grant in the amount of \$550,000.00 for road and sidewalk improvements to Dutch Neck Road (the "Improvements to Dutch Neck Road Project"); and

WHEREAS, under the terms of the municipal aid grant, the Borough is required to make an award of a contract to complete the project on or before April 4, 2026; and

WHEREAS, the project has been delayed as a result of relocation of existing utility poles on Dutch Neck Road. The improvements have been planned since July 2024. The Borough is in the process of having the poles relocated. As these improvements must be completed before roadway improvements, the NJDOT funded contract must be delayed by 6-months; and

WHEREAS, Roadway improvements at Dutch Neck Road will not be able to take place until after the utility poles have been relocated.

NOW, THEREFORE BE IT RESOLVED, by the Governing Body of the Borough of Hightstown, County of Mercer, State of New Jersey that the Borough Engineer, Roberts Engineering Group, LLC, is hereby authorized to request an extension from the New Jersey Department of Transportation in connection with the Borough's Local Transportation Projects Fund grant in the amount of \$550,000.00 for FY2024.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be sent to the Mayor, Council-President, and Roberts Engineering Group, LLC.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-242

**AUTHORIZING ROBERTS ENGINEERING GROUP TO SUBMIT A HIGHWAY
OCCUPANCY PERMIT APPLICATION ON BEHALF OF THE BOROUGH OF
HIGHTSTOWN FOR SUMMIT STREET IMPROVEMENTS**

WHEREAS, the Borough of Hightstown is undertaking roadway and infrastructure improvements to Summit Street; and

WHEREAS, in order to complete these improvements, the New Jersey Department of Transportation (NJDOT) requires the Borough to obtain a Highway Occupancy Permit; and

WHEREAS, the Borough has contracted with Roberts Engineering Group, LLC to provide engineering services for the Summit Street improvement project; and

WHEREAS, Roberts Engineering Group, LLC is authorized and prepared to submit the necessary Highway Occupancy Permit application to NJDOT 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, that Roberts Engineering Group, LLC is hereby authorized to prepare and submit to the New Jersey Department of Transportation all required documents and applications for a Highway Occupancy Permit associated with the Summit Street improvements; and

BE IT FURTHER RESOLVED that the Mayor, Borough Clerk, and Borough Engineer are authorized to take all other actions necessary to effectuate this approval.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-243

RESOLUTION TERMINATING PARTICIPATION IN SHBP/SEHBP

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

1. That the Borough of Hightstown (039300) hereby resolves to terminate its participation in the Program (Medical Plan, Prescription Drug Plan, and/or Dental Plan coverage) thereby canceling coverage provided by the SHBP and /or SEHBP (N.J.S.A. 52:14-17.25 et seq.) for all its active and retired employees.
2. We Shall notify all active employees of the date of their termination of coverage under the Program.
3. We understand that the New Jersey Division of Pensions & Benefits (NJDPB) will notify retired employees of the cancellation of their coverage.
4. We understand that all COBRA participants will be notified by the NJDPB and advised to contact our office concerning a possible alternative health, prescription drug, and dental insurance plan.
5. We understand that this resolution shall take effect the first of the month following a 60-day period beginning with the receipt of the resolution by the State Health Benefits Commission or School Employees Health benefits 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 December 1, 2025.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2025-244

**A RESOLUTION OF AUTHORIZING THE BOROUGH OF HIGHTSTOWN TO JOIN
THE NJ SOLUTIONS JOINT HEALTH INSURANCE FUND.**

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the NJ Solutions Joint Health Insurance Fund, hereafter referred to as the “Fund”, as permitted by N.J.A.C. 11:15-3.1 et. seq., N.J.S.A. 17:1-8.1 et. seq., and N.J.S.A. 40A:10-36 et. seq.; and

WHEREAS, the Fund was approved to become operational by the Department of Banking and Insurance and the Department of Community Affairs (collectively, the “Departments”) and has been operational since that date; and

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund in the State of New Jersey contain certain restrictions and safeguards in connection with the administration of the public interest entrusted to such a Fund; and

WHEREAS, the governing body of Hightstown Borough, hereinafter referred to as “Local Unit” has studied the feasibility of joining the Fund and has determined that membership in the Fund is in the best interest of the Local Unit.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Local Unit hereby agrees and authorizes the following:

- i. Execution of the application for membership to the Fund, including any and all documents and/or certifications as may be necessary, in order for the Local Unit to complete the application process and join the Fund.
- ii. The Local Unit shall become a member of the Fund for an initial period outlined in the Local Unit’s Indemnity and Trust Agreement, subject to the approval of the Fund Commissioners, which in no event shall exceed three (3) years as prescribed in N.J.A.C. 11:15-3.3(a).
- iii. The Local Unit shall participate in the following type(s) of coverage(s) offered by the Fund: Health Insurance and/or Prescription Insurance and/or Dental Insurance and/or Medicare Advantage/Employer Group Waiver Program as defined pursuant to N.J.S.A. 17B:17-4, the Fund’s Bylaws, and Plan of Risk Management.
- iv. Adoption and approval of the Fund’s Bylaws, a true and correct copy of which is annexed hereto as Attachment A, which has been approved by the Departments.
- v. Execution of the Local Unit’s Indemnity and Trust Agreement, a true and correct copy of which is annexed hereto as Attachment B, which has been approved by the Departments.

BE IT FURTHER RESOLVED that the governing body of the Local Unit certifies,

Borough of Hightstown
County of Mercer

Resolution 2025-244

pursuant to N.J.A.C. 11:15-3.3(a), that the Local Unit has never defaulted on claims under a self-insured plan and that it has not had its insurance canceled for nonpayment of premium for a period of at least two (2) years prior to this application.

BE IT FURTHER RESOLVED that the governing body of the Local Unit 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 these documents to the Fund's Executive Director with the express reservation that these documents shall become effective only upon on acceptance of the Fund's By-laws as prescribed in N.J.A.C. 11:15-3.3(a).

BE IT FURTHER RESOLVED that this resolution shall take effect upon its passage.

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 December 1, 2025.

Margaret Riggio, Borough Clerk

NJ SOLUTIONS JOINT HEALTH INSURANCE FUND

BYLAWS

WHEREAS, N.J.S.A. 40A:10-36 et. seq. (the “Statute”) permits two or more Local Units of government to join together to form a joint insurance fund for the purpose of providing contributory or non-contributory group health or group term life insurance or both to its employees and dependents;

WHEREAS, certain Local Units in the State of New Jersey have concluded that cost savings can be achieved by self insuring their group health insurance benefits;

WHEREAS, certain Local Units in the State of New Jersey jointly established a fund to provide group health and group term life insurance benefits to eligible employees and their dependents on a self-insured basis, hereinafter referred to as the NJ Solutions Joint Health Insurance Fund (the “Fund”);

WHEREAS, pursuant to said Statute and the regulations promulgated by the Department of Banking and Insurance pursuant thereto the Fund is required to adopt bylaws setting forth the procedures for the organization and administration of the Fund; and

NOW THEREFORE, in consideration of the above premises, the Fund hereby adopts the following bylaws:

ARTICLE I

DEFINITIONS

1.01 For purposes of these Bylaws, unless the context requires otherwise, the following words and phrases shall have the meanings indicated. If no definition is given for a term and a definition appears within N.J.A.C. 11:15-3.2, then such definition shall be deemed to be incorporated hereunder.

“**Actuary**” means a person, as further described in Section 3.04(B), who is a fellow in good standing of the Society of Actuaries or the Casualty Actuarial Society qualified in loss reserves and rate making according to professional guides, recommendations, interpretations, and opinions of the Academy, and has at least three (3) years recent health and life insurance pricing experience in rate making and reserving who provides services to the Fund.

“**Administrator**” and/or “**Executive Director**” means a person, partnership, corporation or other legal entity, as further described in Section 3.04(A), engaged by the Fund to act as Administrator to carry out these Bylaws and the policies established by the Joint Insurance Fund Commissioners or Executive Committee, as the case may be, and to otherwise administer and provide day-to-day management of the Fund.

“**Attorney**” means a person, as further described in Section 3.04(D), who has a legal degree and provides counsel to the Fund.

“Auditor” means a person, as further described in Section 3.04(C), who is trained in audit responsibilities and provides services to the Fund.

“Bylaws” means the Fund administrative procedures as set forth herein and as may be amended from time to time.

“Chair” means the chair of the Joint Insurance Fund Commissioners elected pursuant to N.J.S.A. 40A:10-37.

“Claims Administrator” means the Fund or other organization engaged by the Fund to adjudicate claims under the Plans for and on behalf of the Fund, including but not limited to third-party administrative service providers now or hereinafter selected by the Fund to adjudicate and pay claims.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

“Commissioner of the Department of Banking and Insurance” means the Commissioner of the New Jersey Department of Banking and Insurance.

“DCA” means the New Jersey Department of Community Affairs.

“Department” means the Department of Banking and Insurance. The Department acts through its commissioner.

“Dependent” means a person in a relationship with an employee of a Local Unit who meets the eligibility requirements for participation in the Fund as defined pursuant to N.J.S.A. 40A:10-16 and who has been enrolled to receive benefits under a Plan through the Fund as an eligible dependent.

“Executive Committee” means the executive committee of the Joint Insurance Fund Commissioners as provided in N.J.S.A. 40:10-36, et seq.

“Excess or Stop-Loss Insurance or Reinsurance” means insurance purchased from an insurance company authorized or admitted in the State covering losses under a Plan in excess of an amount established between the Fund and an insurer up to the limits of coverage set forth in the insurance contract on a specific occurrence, per individual or annual aggregate basis.

“Fiscal Year,” “Fund Period” or “Fund Year” means the calendar year.

“Fund” or “Joint Insurance Fund” means the NJ Solutions Joint Health Insurance Fund, approved by the Department of Banking and Insurance pursuant to N.J.S.A. 40A:10-36 et seq. and N.J.A.C. 11:15-3.1 et seq., which is a fund established by two or more Local Units for the purposes of providing contributory and/or non-contributory group Health Insurance and/or group term Life Insurance under a Plan for eligible employees and Dependents and to any other person designated eligible for coverage under a Plan by the Local Unit in accordance with applicable law.

“Fund Commissioner(s)” or **“Joint Insurance Fund Commissioners”** means one or more representatives of a Local Unit chosen to represent the Local Unit in the Fund, as provided in N.J.S.A. 40A:10-36 et seq. The Joint Insurance Fund Commissioners may act through its Executive Committee as described in Section 3.03.

“Health Insurance” means health insurance as defined pursuant to N.J.S.A. 17B:17-4; service benefits as provided by health service corporations, hospital service corporations or medical service corporations authorized to do business in the State of New Jersey, including basic health care services and/or supplemental health care services provided by health maintenance organizations; or dental care services provided by dental plan organizations and dental service corporations, prescription, or vision care services.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended and the regulations promulgated thereunder, as they be amended from time to time, including the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

“Indemnity and Trust Agreement” means a written contract signed by and duly adopted by each Local Unit under which the Local Unit agrees to jointly and severally assume and discharge the liabilities of each and every party to the Fund with respect to participation in the Fund.

“Insolvent Fund” means a joint insurance fund which has been determined by a court of competent jurisdiction to be unable to pay its outstanding lawful obligations as they mature in the regular course of business, as may be shown either by an excess of its required reserves and other liabilities over its assets or by its not having sufficient assets to reinsure all of its outstanding liabilities after paying all accrued claims owed by it, or for which, or for the assets of which, a receiver or liquidator, however entitled, has been appointed by a court of competent jurisdiction and authority.

“Insolvent Fund Member” means a Local Unit which has been determined by a court of competent jurisdiction to be unable to pay its outstanding lawful obligations as they mature in the regular course of business.

“Lead Agency” means the Local Unit responsible for the custody and maintenance of the assets of the Fund and such other duties as may be designated by the Joint Insurance Fund Commissioners. The duties performed by a Lead Agency may include duties that may be performed by an Administrator or Servicing Organization.

“Life Insurance” means life insurance as defined pursuant to N.J.S.A. 17B:17-3.

“Local Unit of Government,” “Local Unit” or **“Member”** means a county, municipality, county hospital, county vocational school (pursuant to N.J.S.A. 18A:18B-8 and 40A:10-50), county college (pursuant to N.J.S.A. 18A:64A-25.40 and 40A:10-51), board of education, or any contracting unit as defined in N.J.S.A. 40A:11-2.

“Member” means a local unit that has applied for and been approved for membership in the Fund in accordance with Article II hereof and whose term of membership has not expired or been terminated.

“Net Current Surplus” or **“Surplus”** means the amount of monies in a trust account that is in excess of all costs, earned investment income, refunds, incurred losses and loss adjustment expenses and incurred but not reported reserves including the associated loss adjustment expenses attributed to the Fund net of any recoverable per occurrence or aggregate excess insurance or reinsurance for a particular year.

“Plan” or **“Plans”** means the plan(s) of Health Insurance and/or Life Insurance benefits and the options thereunder payable through the Fund, along with any other benefits that are payable through the Fund.

“Plan Participant” means a covered employee, retired employee, and/or eligible individual within a Local Unit and his or her covered Dependent(s) who receives Health Insurance and/or Life Insurance and/or other reimbursable benefits under a Plan through the Fund.

“Program Manager” means an individual, partnership, association or corporation, which has contracted with the Fund to provide the administrative services as further described in Section 3.04(F) herein, which may also include other functions designated by the Fund Commissioners, including: day to day client service; claims resolution; collective bargaining assistance with individual entities; assistance with member communication and education; new applicant data collection and implementation assistance with new entrants to the Fund; advice and consultancy services related to such member entity’s health insurance benefits; and such other duties as shall be designated by the Fund’s Commissioners.

“Secretary” means the secretary of the Joint Insurance Fund Commissioners elected pursuant to N.J.S.A. 40A:10-37.

“Servicing Organization” or **“Service Provider”** means one or more individuals, partnerships, associations or corporations, other than the Administrator, that has contracted with the Fund to provide, on the Fund’s behalf, functions as designated by the Joint Insurance Fund Commissioners with respect to a Plan including, but not limited to, risk management services, actuarial services, claims administration, cost containment services, legal services, auditing services, financial services, compilation and maintenance of the Fund’s underwriting file, coordination and preparation of plan documents, employee booklets and other documents, risk selection and pricing, stop-loss or reinsurance producer services including producer negotiations on behalf of the Fund for stop-loss or reinsurance from an insurer, member assessment and fee development, report preparation pursuant to N.J.S.A. 40A:10-36 et seq., or N.J.A.C. 11:15-3.1 et seq., and such other duties as designated by the Fund.

“State” means the State of New Jersey.

“Stop-Loss Insurance” or **“Reinsurance”** means insurance, purchased from an insurer, joint health insurance fund providing such coverage, or other entity authorized or admitted to provide such coverage in the State of New Jersey, covering losses in excess of an amount

established between the Fund and the insurer up to the limits of coverage set forth in the insurance contract on a specific per occurrence, per individual or annual aggregate basis.

“**Treasurer**” means a person as further described in Section 3.04(E).

“**Trust Account**” means the separate account established in accordance with N.J.A.C. 11:15-3.6(b) to hold contributions to the Fund and to pay claims.

“**Vice Chair**” means the vice chair of the Joint Insurance Fund Commissioners elected by the Fund as further described in Section 3.02(A).

ARTICLE II

MEMBERSHIP

2.01 Membership Applications – Initial Organizing/Members.

A. Pursuant to N.J.S.A. 40A:10-36, the governing body of any Local Unit may, by resolution or ordinance, as appropriate, agree to participate in the Fund.

(1) The Local Unit resolution or ordinance shall provide for the execution of a written agreement specifically providing that the Local Unit accepts the Fund’s Bylaws, as may be amended from time to time, as approved and adopted pursuant to N.J.S.A. 40A:10-36 et seq. (See a Sample Resolution attached hereto at Exhibit B).

(2) The agreement shall specify the extent of the Local Unit participation in the Fund with respect to the types of coverage under a Plan to be provided by the Fund to Plan Participants of the Local Unit and shall include the duration of Fund membership, which in no event shall exceed three years pursuant to N.J.S.A. 40A:11-15(6) and subject to N.J.A.C. 11:15-3.10.

(3) The agreement shall include an executed Indemnity and Trust Agreement as defined in Article I herein and shall specify the term of the Local Unit’s membership in the Fund and the types of coverage to be provided by the Fund. (See the Indemnity and Trust Agreement attached hereto at Exhibit C).

(4) The agreement shall require the Local Unit to certify that the Local Unit has never defaulted on claims due (if providing self-insured benefits for employees and their Dependents) and/or has not had coverage canceled for non-payment of insurance premiums for a period of at least 2 years prior to the application for participation.

B. Local Units are also required to specify by written resolution, that the Local Unit has and will pay all assessments levied by and due to any other joint insurance fund, including supplemental assessments levied after leaving a fund. To the extent a Local Unit fails or has failed to pay any assessments levied by and due to any other joint insurance fund established pursuant to N.J.S.A. 40A:10-36, the Local Unit will not be permitted to join the fund or maintain/renew its membership in the fund until it satisfies its obligations to such other fund(s).

2.02 Membership Applications – Initial Member Participation.

Any Local Unit which participated in the initial Fund feasibility study was eligible to be a part of the Fund's initial application for approval by the Department of Banking and Insurance and the Department of Community Affairs if it agreed by resolution to become an initial participant in the Fund, to abide by the Bylaws, and to execute an Indemnity and Trust Agreement with respect to the Fund.

2.03 Membership Applications – Subsequent Members.

A. Any qualified Local Unit seeking membership in the Fund after the Fund's initial approval by the Department of Banking and Insurance and the Department of Community Affairs shall submit an application for participation to the Fund on a form acceptable to the Commissioner of the Department of Banking and Insurance. The application shall include an executed Indemnity and Trust Agreement and other documentation required pursuant to Section 2.01 above.

B. A Local Unit's membership application may be approved by two-thirds (2/3) vote of the full authorized membership thereof (or by two-thirds (2/3) vote of the Executive Committee) if:

(1) The applicant's claims experience, plan design and personnel practices are compatible with the Fund's objectives and the applicant meets other criteria established by the Fund which may include, but are not limited to, commitment to the joint insurance fund concept, impact on the Fund's underwriting practices and such other factors as may be determined to be relevant to the sound fiscal operation of the Fund; and

(2) The Fund has the administrative capability to absorb additional participation without undue inconvenience or strain.

C. Within fifteen (15) days of its approval by the Fund, the executed Indemnity and Trust Agreement and the resolution required under Section 2.01 above shall be concurrently filed with the Department of Banking and Insurance and the Department of Community Affairs. The filing shall be accompanied by a revised budget with assessment detail if the addition of the new member changes the total budget five percent from the original budget or the latest filed amended budget. The filing shall also include the name of the new member's insurance fund commissioner and alternates in accordance with N.J.A.C. 11:15-3.6(e), amendments to the Fund's Bylaws and Plan of Risk Management as may be necessary, and any other information the Commissioner may deem necessary.

D. No new participation in the Fund shall become effective until the Local Unit's application and accompanying amendments to the Fund's Bylaws and plan of risk management are approved by the Department of Banking and Insurance and the Department of Community Affairs.

E. If a non-member Local Unit is not approved for membership, the Fund shall set forth in writing the reasons for disapproval and send the reasons for disapproval to the non-

member Local Unit within thirty (30) days of non-approval. The Fund shall retain a copy of all disapprovals for five (5) years.

2.04 Membership Renewals, Termination or Withdrawal of Fund Participants.

A. Membership Renewals.

(1) Members may renew their participation in the Fund by execution of a new agreement to join the Fund, adopted in accordance with the procedures set forth in N.J.A.C. 11:15-3.3(c), affirmed by resolution as provided for in Section 2.01, at least ninety (90) days prior to the expiration of their current membership term.

(2) If timely submitted, the Joint Insurance Fund Commissioners (or Executive Committee, if applicable) must act upon any renewal application no later than forty-five (45) days prior to the expiration of the then existing membership term. In the event the Joint Insurance Fund Commissioners (or Executive Committee, if applicable) do not otherwise act on the renewal application within said forty-five (45) day period the renewal application shall be deemed to be automatically approved.

(3) A renewal application may be rejected by a majority of the full-authorized membership of the Joint Insurance Fund Commissioners (or Executive Committee, if applicable) based upon nonpayment of assessments, noncompliance with the Fund's risk management plan or underwriting standards or for other reasons subject to the prior approval of the Commissioner of the Department of Banking and Insurance.

(4) Non-renewal of a Member does not relieve the Member of its responsibility for claims incurred by the Fund during its period of Fund participation.

(5) If a Member's renewal application is rejected, the Fund shall comply with subsection B. below.

B. Termination and/or Withdrawal.

(1) A participating Local Unit may be terminated before the end of its membership by a two-thirds (2/3) vote of the Joint Insurance Fund Commissioners (or Executive Committee, if applicable). Termination may occur for non-payment of assessments or continued non-compliance, after written notice to comply, with these Bylaws, non-compliance with the Fund's risk management plan or underwriting standards or for other reasons subject to the prior approval of the Commissioner of the Department of Banking and Insurance as to reasons for termination. However, such participating Local Unit shall not be deemed terminated until:

(a) The Fund gives, by registered or certified mail, return receipt requested, thirty (30) days prior written notice to the Member, its intention to terminate the Member, which notice shall state the reasons for termination;

(b) The Fund files similar notice with the Department of Banking and Insurance and the Department of Community Affairs, together with a certified statement that the notice in Section 2.04(B)(1)(a) has been sent to the Local Unit; and

(c) Thirty (30) days have elapsed after the filing required under Section 2.04(B)(1)(a) above.

(2) A Local Unit may withdraw from the Fund before the end of its membership term by sending written notice of its intent to withdraw to the Fund accompanied by a certified copy of a resolution adopted by the Local Unit's governing body authorizing the withdrawal. The Fund shall adopt a standard withdrawal resolution, satisfactory to the Commissioner of the Department of Banking and Insurance, and the Local Unit shall use this standard withdrawal resolution. Written notice of the intent to withdraw must be received by the Fund not less than ninety (90) days prior to the effective date of the withdrawal. The Fund shall notify the Department of Banking and Insurance and the Department of Community Affairs that the Local Unit has given notice to cease its participation in the Fund.

(3) A Member that does not desire to continue as a Member after the expiration of its membership term shall give written notice of its intent not to renew its membership not less than ninety (90) days before the expiration of the then current term. The Fund shall immediately notify the Department of Banking and Insurance and the Department of Community Affairs that the member has given notice of its intent to withdraw from the Fund.

(4) A Member that has been terminated or does not continue as a Member of the Fund shall nevertheless share in any surplus or deficit in the appropriate trust accounts for that Fund Year pro rata according to its participation, and will remain jointly and severally liable for claims incurred by the Fund and its Members during the period of its membership, including, but not limited to being subject to and liable for supplemental assessments. It is understood and agreed that a separate and independent Fund Trust Account exists for the coverages offered or to be offered under a Plan through the Fund and that the liability of a Local Unit exists only with respect to the Trust Account and types of coverage in which it has Plan Participants. The Fund may retain such portions of the Local Unit's pro rata share of surplus as it deems appropriate to satisfy claims incurred. A Local Unit is not relieved of the claims against it during its period of participation in a type of coverage under a Plan through the Fund except through payment of those claims by the designated Trust Account of the Fund or by the Local Unit.

(5) Prior to the conclusion of the Fund's Fiscal Year, the Fund shall provide written notification to a Member that has been terminated by or withdrawn from the Fund, of the estimated surplus or estimated supplemental assessment for which the Local Unit may share or be liable pursuant to N.J.A.C. 11:15-3.10(d).

(6) The Fund shall immediately notify the Department of Banking and Insurance and the Department of Community Affairs if the termination or withdrawal of a Member causes the Fund to fail to meet any of the requirements of N.J.S.A. 40A:10-36 et seq. or N.J.A.C. 11:15-3.1 et seq. or any other law or regulation of the State of New Jersey. Within fifteen (15) days of such notice, the Fund shall advise the Department of Banking and Insurance and the Department of Community Affairs of its plan to bring the Fund into compliance.

(7) A Member is not relieved of the obligation to pay claims incurred during its period of membership except through payment by the Fund (of claims not directly attributable to the member) or the member of those claims.

(8) The Fund shall only cover claims incurred by a Member Local Unit's active employees, retirees, and individuals covered under COBRA and conversion options during the period the Local Unit was a Member of the Fund.

ARTICLE III

ORGANIZATION

3.01 Fund Commissioners.

A. Appointment.

(1) *Fund Commissioner*: In the manner generally prescribed by law, each participating Local Unit shall appoint one (1) Commissioner to represent the Local Unit to the Fund. The person appointed shall either be a member of its governing body or one of its employees.

(2) *Alternate Fund Commissioner*: Each participating Local Unit may also appoint one (1) Alternate Fund Commissioner who shall be a member of the governing body or employee of the Local Unit and shall serve as the Local Unit's Fund Commissioner in the absence of the regular Fund Commissioner.

(3) *Special Fund Commissioner*:

(a) In the event that the number of participating Local Units is an even number, one (1) Special Fund Commissioner and an alternate to the Special Fund Commissioner shall be appointed annually by a participating Local Unit on a rotating basis determined alphabetically for each Fund Year.

(b) The Local Unit's privilege to appoint the Special Fund Commissioner shall remain with that Local Unit for one (1) entire Fund Year and the subsequent admission to the Fund of a Local Unit with a preceding alphabetical prefix shall not deprive any Local Unit already a Member of the Fund of its prerogative to appoint a Special Fund Commissioner during a current Local Unit Fund Year.

B. Terms of Office and Vacancy.

(1) All terms of office shall expire on January 1st or, if later, the date on which a successor is duly appointed and qualified.

(2) Fund Commissioners, other than the Special Fund Commissioner, who are members of the appointing Local Unit's governing body shall hold office for one (1) year or for the remainder of their term of office as a member of the governing body, whichever shall be less. Fund Commissioners who are employees of the Member Local Unit shall serve at the pleasure of the appointing authority and can be removed by the Member at any time without cause.

(3) The Special Fund Commissioner, if any, shall serve until January 1st of the year following appointment or until a successor is duly appointed and qualified; provided,

however, that if the Special Fund Commissioner is an employee of the appointing Member, such Special Fund Commissioner may be removed by the appointing Local Unit at any time without cause.

(4) Ex-Officio Participant: A Local Unit may appoint ex-officio a person who can attend and participate in Fund Commissioner meetings, but who will be excluded from those meetings where confidential information regarding Plan Participants, or such other subjects confined by law to the Fund Commissioners or Executive Committee is to be discussed.

(5) The unexpired term of a Fund Commissioner, other than the Special Fund Commissioner, shall be filled by the appointing Local Unit in the manner generally prescribed by law or as provided in its bylaws.

(6) Any Fund Commissioner can be removed from office for cause by a two-thirds (2/3) vote of the full membership of the Fund Commissioners, or in the event there is an Executive Committee, the vote of five of the seven members of the Executive Committee. Upon such a vote it shall be incumbent upon the Member Local Unit to replace the Commissioner.

(7) In the event of a vacancy of the Special Fund Commissioner caused by reason other than the expiration of the term of office, the Local Unit which appointed the special Fund Commissioner shall appoint a replacement for the unexpired term.

(8) The Joint Insurance Fund Commissioners shall serve without compensation but may elect to reimburse themselves for reasonable and necessary expenses paid on behalf of the Fund.

C. Powers and Responsibilities of Fund Commissioners.

(1) The Joint Insurance Fund Commissioners are hereby required, authorized and empowered to operate the Fund in accordance with these Bylaws and appropriate State laws and regulations. They shall employ or retain such clerical and other assistance as is necessary to operate the Fund appropriately and efficiently. If an employee of the Fund is also an employee of a Local Unit, the employee's compensation shall be fixed and paid by the Local Unit and the Fund shall reimburse the Local Unit pro-rata for the time allocated for work done for the Fund; provided, however, if an individual is directly employed by the Fund, the Fund may pay that individual's compensation directly.

(2) Each Fund Commissioner shall have one vote, however, that the Special Fund Commissioner, if any, shall only vote in the event of a tie.

(3) Each Fund Commissioner shall be responsible for monitoring all Fund activities through attendance at meetings and/or examination of meeting minutes and reports.

(4) The Fund Commissioners, as the need arises, may amend the bylaws and the risk management plan for the Fund pursuant to N.J.S.A. 40A:10-36, et seq.

(5) The Fund Commissioners may authorize the Fund to become a member of other Joint Insurance Funds organized pursuant to N.J.S.A. 40A:10-36, et seq. for the purpose of

providing excess insurance or reinsurance and for group purchasing to achieve economies of scale, and may authorize the Fund Chairman to execute such documents including but not limited to an Indemnity and Trust Agreement as required to secure such membership(s).

(6) The Fund Commissioners shall do all other things necessary and proper to carry out the purposes for which the Fund is established.

(7) The Joint Insurance Fund Commissioners shall invest the monies of the Fund in securities as they deem best suited in accordance with statutory limitations, and with the advice of appropriate Fund professionals as set forth in Section 3.04 that the Joint Insurance Fund Commissioners may retain to advise them on such matters.

3.02 Officers.

A. As soon as possible after the beginning of each Fund Year, the Joint Insurance Fund Commissioners shall meet to elect the officers of the Fund from their own membership. Such officers shall include a Chair, a Vice Chair and may include a Secretary who shall each serve for one Fund Year term and who will be elected annually. Fund officers shall serve until January 1st of the Fund Year, or, if later, the date on which a successor is duly elected and qualified.

(1) Chair: The Chair shall preside at all meetings of the Joint Insurance Fund Commissioners and Executive Committee and shall perform such other duties provided for in these Bylaws and the laws and regulations of the State of New Jersey.

(2) Vice Chair: The Vice Chair shall preside over the meetings of the Joint Insurance Fund Commissioners in the absence of the Chair and shall perform such other duties as directed by the Chair in accordance with these Bylaws and the laws and regulations of the State.

(3) Secretary: The Secretary shall preside over the meetings of the Joint Insurance Fund Commissioners in the absence of the Chair and Vice Chair, maintain written minutes of its meetings, and retain all books, records, files and other documents of the Fund at the office of the Fund as from time to time designated by the Joint Insurance Fund Commissioners, to which office the Secretary shall have access. The Secretary will perform such other duties as provided for in these Bylaws and the laws and regulations of the State. The Secretary may delegate its responsibilities (other than the responsibility to preside over meetings of the Joint Insurance Fund Commissioners in the absence of the Chair or Vice Chair) to the Fund Administrator. In the absence of a Secretary, the Chair may appoint a Fund Commissioner as acting Secretary.

B. In the event of a vacancy in any of the officer positions caused by other than the expiration of the term of office, the Joint Insurance Fund Commissioners (or Executive Committee, if applicable) shall, by majority vote, fill the vacancy for the unexpired term. In the event of a vacancy of the Chairperson, Vice Chair, and Secretary, the longest serving member of the Executive Committee, or otherwise the longest serving Fund Commissioner shall serve as Acting Chairperson until the vacancies are filled.

C. Any officer can be removed without cause at any time by a two-thirds (2/3) vote of the full membership of the Joint Insurance Fund Commissioners. In this event, the Joint Insurance Fund Commissioners shall, by full majority vote, fill the vacancy for the unexpired term.

3.03 Executive Committee.

A. As soon as possible after the beginning of the Fund Year, the Joint Insurance Fund Commissioners shall meet and elect Fund Commissioners to serve on the Executive Committee along with the Chairperson, Vice Chair, and Secretary. The total number of Commissioners on the Executive Committee shall not exceed the number of Commissioners plus one if the Fund membership is an even number. If the total number of Members exceeds seven (7), the Fund Commissioners shall elect an Executive Committee comprised of five (5) Commissioners to serve with the Chairperson, the Vice Chair, and the Secretary for a total of eight (8) members on the Executive Committee. During their term of office, members of the Executive Committee shall exercise the full power and authority of the Fund Commissioners except as otherwise provided in these bylaws.

B. The Executive Committee shall serve co-terminously with their underlying office until January 1st of the following year, or, if later, the date on which their successors are duly elected and qualified.

C. The Joint Insurance Fund Commissioners shall have the authority to elect up to five (5) Commissioners to serve as alternate members of the Executive Committee. The alternate, or alternates, serving in the absence of a member, or members, of the Executive Committee shall exercise the full power and authority of that absent member or members.

(1) Alternates shall serve in established priority order, designated as alternate #1, alternate #2, alternate #3, alternate #4, and so on. Alternate #1 shall serve in the absence of one member of the Executive Committee or in the absence of alternate #1, alternate #2 may serve and so on through alternate #5. One or more alternates starting with alternates #1 and #2 shall serve in the absence of two or more Executive Committee members. Alternates may attend Executive Committee meetings but shall not be entitled to vote at such meeting unless serving in the absence of a member of the Executive Committee.

(2) At the beginning of each Fund Year the Executive Committee shall fix the number of alternates that shall be elected and serve for that Fund Year which shall not be less than two (2) or more than seven (7).

D. In the event of a vacancy on the Executive Committee caused by a reason other than the expiration of the term of office, the Executive Committee shall by a majority vote fill the vacancy for the unexpired term. In the event the Executive Committee fails to fill the vacancy, the Fund Commissioners shall fill the vacancy.

E. Any member of the Executive Committee can be removed for cause by a two-thirds vote of the full membership of the Joint Insurance Fund Commissioners.

F. The Executive Committee shall oversee the Fund Professionals and Servicing Organizations and the operation of the Fund to assure compliance with these Bylaws and applicable rules and regulations.

(1) The Executive Committee through the Executive Director of the Fund shall exercise day to day management and supervision of the Fund and direct and oversee the performance of the Servicing Organizations in accordance with the terms of their contracts.

G. Any member of the Executive Committee can be removed from office for cause by two-thirds (2/3) vote of the full membership of the Fund Commissioners. In the event of the removal of a member of the Executive Committee, the Fund Commissioners shall elect a replacement member to the Executive Committee, which may be one of the Alternate Executive Committee members.

H. The members of the Executive Committee may elect to pay themselves a fee for attending Executive Committee meetings in an amount not to exceed that amount authorized by applicable State law.

3.04 Fund Professionals.

As soon as possible after the beginning of each year, the Joint Insurance Fund Commissioners or Executive Committee, if one is established, shall meet and select persons to serve in the following professional positions. These individuals shall serve for a period of time, with potential options for renewal at the discretion of the Fund Commissioners, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et. seq. No professional nor any employee, officer or director, or beneficial owner thereof, shall be a Joint Insurance Fund Commissioner. Each year the Joint Insurance Fund Commissioners shall establish the compensation to be paid for services provided to the Fund. Such compensation may be paid directly by the Fund.

A. Administrator (a/k/a Executive Director)

(1) The Administrator shall serve as Administrator of the Fund and shall be experienced in risk management matters and self-funded entities and shall have at least five (5) years of experience in management and operation New Jersey Joint Health Insurance Funds. The Administrator shall not be an administrator to more than one other New Jersey Joint Health Insurance Fund.

(2) The Administrator, including its employees, officers or directors, shall not be an employee, officer or director of, or have either a direct or indirect financial interest in a Servicing Organization, the Program Manager or any organization which acts as an insurance producer for Local Units or the insurance producer appointed by the Fund pursuant to N.J.A.C. 11:15-3.6(e)(15), unless written notice of such interest has been provided to the Fund Commissioners and Members, as prescribed by N.J.A.C. 11:15-3.26.

(3) The Administrator shall have the following duties and responsibilities:

(a) The Administrator shall carry out the policies established by the Fund, shall serve as the day-to-day chief operating officer of the Fund and otherwise administer and provide for day-to-day management of the Fund.

(b) Prepare for approval of the Joint Insurance Fund Commissioners (or Executive Committee) and implement the Fund's operations manual and policy & procedures manual.

(c) Prepare the Fund's budget, compile and bill the monthly assessments.

(d) Maintain the Fund's underwriting files including census data, prepare new Local Unit submissions for review by the Joint Insurance Fund Commissioners (or Executive Committee, if applicable) and supply underwriting data to other Fund professionals as needed.

(e) Maintain the Fund's general ledger, accounts payable and accounts receivable functions.

(f) Coordinate the Fund's meeting agendas, minutes, elections, contracts as well as maintain the Fund's official records and office.

(g) Prepare, in conjunction with the Fund attorney, all filings required by state regulators.

(h) Attend all meetings of the Fund.

(i) Provide for automated benefits enrollment and eligibility administration for Fund Members and their participating employees.

(j) Produce the monthly premium bills for all Fund Members.

(k) Manage and administer all aspects of COBRA and Retiree billing administration.

(l) Issue HIPAA certificates of Credible Coverage to former Fund health plan participants.

(m) Manage day-to-day transactional services related to enrollment services.

(n) Handle and resolve all day-to-day claim and service inquiries with the various contracted third-party claim administrators and insurers.

(o) Act as primary liaison and coordinator between the Fund and all Service Providers contracted by the Fund to provide services in the delivery of health and medical benefits provided through the Fund.

(p) Manage, in conjunction with the Fund attorney, the contracting process between all Service Providers and the Fund including all contracting, negotiation and related functions.

(q) Manage and oversee the interaction and contracting between the Fund and the Municipal Reinsurance Health Insurance Fund through which the Fund shall contract for re-insurance purposes.

(r) Manage and administer the initial development and ongoing maintenance of member benefit booklets/plan documents.

(s) Manage and administer the claims data management process, including data warehousing and claim reporting functions.

(t) Issue performance reports and results from time to time as it relates to Service Provider performance.

(u) Manage, direct and oversee all aspects of the new client application screening, review and completion process, including actuarial interface.

(v) Manage, direct and oversee all aspects of the new client on boarding and implementation process.

(w) In cooperation with the Fund attorney, interface with the Department of Banking and Insurance officials and represent the Fund on all regulatory matters.

(x) Assume overall executive responsibility for the operations of the Fund except that the Administrator shall not be responsible for the errors and omissions of any other Servicing Organization of the Fund except as to generally monitor the compliance of a Servicing Organization with directive of the Joint Insurance Fund Commissioners, a Servicing Organization contract, or the applicable statutes and regulations as to the form and timeliness of its stated undertakings. For example, the Administrator shall be responsible to verify the issuance of excess or reinsurance policies and timely receipt of the policies by the Fund; however, the Administrator shall not be responsible for the content of the policies or adequacy of the coverage.

(y) Perform such other duties specified by the Fund in its manual of operations pertaining to the Administrator.

(z) Act as program design consultant and twice per year prepare a report to the Fund concerning overall trends and developments in employee benefits, along with a statistical analysis of the Fund's claims data to identify trends and potential cost containment strategies.

(aa) Meet with and advise various subcommittees established by the Fund for purposes of plan design and cost containment and prepare written reports concerning the deliberation of these subcommittees.

(bb) Prepare written specifications for review by the Fund for HMO's, PPO's, conversion benefits, COBRA, TPA's, managed care and cost containment providers, reinsurance, claim auditors, technical writers and, at the request of the Fund, secure these services and/or reinsurance in compliance with the "Local Public Contracts Law."

(cc) Twice per year, prepare a written report to the Fund concerning the compliance of the various Service Providers with respect to the written specifications provided, however, that this evaluation is not intended to be in the scope of an audit and shall not include financial related reviews or evaluate the accuracy of claim payments.

(dd) Resolve coverage, claims and service questions for employees and bargaining units. A complaint log shall be maintained and reviewed each month along with the complaint log prepared by the TPA and the TPA's compliance with the disputed claims procedure. A written recommendation to the Fund on disputed claims shall be provided, which are referred to the Fund for decision.

(ee) Coordinate the preparation of all plan documents, employee booklets, I.D. cards and other employee communications as well as be available for meetings with Member entities to explain benefit issues as requested.

(ff) The Fund Administrator shall maintain a complaint log and shall review each month the complaint log prepared by the Claims Administrator and other third-party administrator(s) and the third-party administrator(s)' compliance with the disputed claim procedure. The Administrator shall prepare a written report each month to the Joint Insurance Fund Commissioners. The Administrator shall prepare the complaint log at the end of each quarter for inclusion in the Fund's official records. The Fund Administrator shall also prepare a written recommendation to the Joint Insurance Funds Commissioners of disputed claims which are referred to the Joint Insurance Fund Commissioners for decision.

(4) The Administrator shall be covered by errors and omissions insurance as provided by N.J.A.C. 11:15-3.6(e)(7) and/or supplements or amendments pertaining thereto. Said coverage is to be paid for by the Fund.

(5) The Administrator shall also serve as the Fund's Service Agent, to receive service of process on behalf of the Fund.

B. Actuary. The Actuary shall certify the actuarial soundness of the Fund and shall report to the Joint Insurance Fund Commissioners/Executive Committee in a manner and at such times established by them and shall provide such actuarial reports as required by the Department of Banking and Insurance. The Actuary shall certify loss reserves, reserves for "Incurred But Not Reported" (IBNR) losses and unearned assessments. The Actuary shall also compute the probable net cost for each Fund Year and shall review and comment on the adequacy of the budget, shall provide such actuarial reports as required by the Department of Banking and Insurance, and shall do such other services as required by N.J.S.A. 40A:10-36 et seq., N.J.A.C. 11:15 3.1 et seq., the Fund's Bylaws, the Joint Insurance Commissioners and the laws and regulations of the State or as otherwise directed by the Fund.

C. **Auditor.** The Auditor shall be a registered municipal accountant or a certified public accountant (CPA). The Auditor shall conduct the annual audit of the Fund in accordance with GAAP, GASB, N.J.S.A. 40A:10-46 and N.J.A.C. 11:15-3.24 and shall perform such other duties as provided by the Fund, these Bylaws and the laws and regulations of the State of New Jersey. The Auditor shall not be a Fund Commissioner.

D. **Attorney.**

(1) The Fund Attorney shall be admitted to the Bar of the State of New Jersey and shall not be a Fund Commissioner.

(2) The Fund Attorney shall have the following responsibilities:

(a) The Attorney shall advise the Fund on legal and regulatory matters and the appropriateness of claim settlements recommended by the Claims Administrator.

(b) The Attorney shall be available to assist the Member Local Units through their attorneys in negotiation with bargaining units concerning benefit plan designs, coverage, etc.

(c) The Attorney shall advise the Fund on the selection of outside counsel to represent the Fund when appropriate.

(d) The Attorney shall perform such other duties as provided for by the Fund, these Bylaws and the laws and regulations of the State of New Jersey including the representation of the Fund as attorney of record in legal proceedings where applicable.

(3) The Fund shall retain outside counsel each year to represent the Fund in litigation matters.

E. **Treasurer.**

(1) The Treasurer shall be a certified municipal finance officer and a certified public accountant. The Treasurer shall not be a Fund Commissioner. The Treasurer may be an employee of the Fund.

(2) The Treasurer shall have the following duties and responsibilities:

(a) The Treasurer shall act as custodian of the Fund's assets and maintain the various trust funds.

(b) The Treasurer shall approve all receipts, payments and financial records.

(c) The Treasurer shall prepare the Fund's cash management plan and shall invest all balances.

(d) The Treasurer shall ascertain the availability of sufficient unencumbered funds in any account to fully pay all charges or commitments prior to any payment or commitment.

(e) The Treasurer shall perform such other duties as specified by the Joint Insurance Fund Commissioners (or Executive Committee) in its manual of operations and to discharge duties of the office as set forth in N.J.S.A. 40A:10-36 et seq. and N.J.A.C. 11:15-3.1 et seq.

(f) The Treasurer shall be covered by a fidelity bond protecting the Fund's assets in a form and amount to be determined annually by the Fund. Said bond shall be paid by the Fund.

(g) Maintain a recording of claims under a Plan paid through the Fund and other disbursements approved by the Joint Insurance Fund Commissioners.

F. Program Manager.

(1) The Program Manager shall be experienced in health insurance matters and possess at least five (5) years' experience in the operations of Joint Insurance Funds.

(2) The Program Manager shall have the following duties and responsibilities:

(a) Assist the Fund Administrator in the preparation of applications, review the new member submissions prepared by the Administrator.

(b) Provide Members with advice and consultancy services related to such Member entity's health insurance benefits and services.

(c) Coordinate with producers on field services for local Member entities.

(d) Attend all meetings of the Fund.

(e) Prepare a report annually to the Joint Insurance Fund Commissioners concerning overall trends and developments in employee benefits, along with a statistical analysis of the Fund's Plan claim data to identify trends and potential cost containment strategies.

(f) Meet with and advise various subcommittees established by the Fund for purposes of Plan design and cost containment and prepare written reports concerning the deliberation of these subcommittees.

(g) Assist the Plan Administrator in preparing written specifications for review by the Joint Insurance Fund Commissioners for the Plan including health maintenance organizations ("HMOs"), preferred provider organizations ("PPOs"), conversion benefits, benefits under COBRA, third-party administrators, managed care and cost containment providers, reinsurance, claim auditors, technical writers and, at the request of the Joint Insurance

Fund Commissioners, secure these services and/or reinsurance in compliance with the Local Public Contracts Law, subject to approval of the Joint Insurance Fund Commissioners.

(h) Once per Fund Year, prepare a written report to the Joint Insurance Fund Commissioners and Administrator concerning the compliance of the various Servicing Organizations with respect to the written specifications; provided, however, that this evaluation is not intended to be in the scope of an audit and shall not include financial-related reviews or evaluate the accuracy of claim payments.

(i) Assist the Fund Administrator and Producer in Resolving Plan coverage, claim and service questions for employees and bargaining units.

(j) Assist the Fund Administrator in the preparation of Plan documents, employee booklets, identification cards and other employee communications.

(k) Assist the Fund Administrator in the preparation of employee Plan communication documents concerning initial enrollment and annual open enrollment and coordinate the Plan enrollment process between the Local Units and other Fund professionals.

(l) Assist the Fund Administrator in preparation of applications and review new Local Unit submissions.

(m) Perform such other duties as may be reasonably requested by the Joint Insurance Fund Commissioners.

(3) The Program Manager shall be covered by errors and omissions insurance.

G. Marketing Manager.

(1) Identify public entities which may qualify for membership, be available to discuss the Fund with potential members.

(2) Assist in preparation of applications, review new Local Unit submissions prepared by the Administrator and coordinate the implementation of the program in the event the Local Unit is accepted for participation in the Fund by the Joint Insurance Fund Commissioners.

(3) Advise Local Units concerning Plan design changes, present such changes to the Joint Insurance Fund Commissioners for approval in accordance with the Fund's procedures and coordinate all appropriate revisions to documents necessitated by such changes.

(4) Assist the Fund Administrator in the preparation of employee Plan communication documents concerning initial enrollment and annual open enrollment and coordinate the Plan enrollment process between the Local Units and other Fund Professionals.

H. All Fund Professionals shall be retained on a contractual basis, which shall be approved by the Fund Commissioners and submitted to the Commissioner of the Department of Banking and Insurance and the Commissioner of the Department of Community Affairs.

I. Fund professionals shall be compensated for their services pursuant to written fee guidelines submitted annually and approved by the majority of the Fund Commissioners. The written fee schedule shall be part of the official contract.

3.05 Indemnification of Officers and Employees.

A. The Administrator, Program Manager, Claims Administrator, and such others as are required by regulation to do so, shall provide errors and omissions liability insurance coverage in a form satisfactory to the Fund and Commissioner. The Fund Commissioners, in its discretion, may require any or all other contracted officials to provide evidence of errors and omissions liability insurance coverage, and any other liability insurance coverage as a requirement of their contract with the Fund.

B. The Joint Insurance Fund Commissioners (or Executive Committee), in its discretion may, but shall not be required to, have the Auditor, Treasurer, Fund Attorney or Actuary or other Servicing Organization produce evidence of errors and omissions coverages, and such other coverage as they deem advisable, as a condition of their respective contracts.

C. Except to the extent covered by errors and omissions liability insurance coverage required as set forth above, the Fund shall indemnify hold harmless and defend any past or present Fund Commissioner, and may indemnify hold harmless and/or defend such other past or present officers, employees, Fund professionals or Servicing Organizations as the Joint Insurance Fund Commissioners determine, for claims arising from an act or omission of such Joint Insurance Fund Commissioner, officer, employee, Fund professional or Servicing Organization within the scope of the performance of such individual's duties. Such indemnification shall include the reasonable costs and expenses incurred in defending claims. Nothing contained herein shall require the Fund to pay punitive, exemplary or extra-contractual damages arising from the commission of a crime by such an individual and the Fund shall not be required to provide for the defense or indemnification of such an individual if the individual's act or omission was the result of actual fraud, actual malice, gross negligence or willful misconduct of such individual, or in the event of a criminal prosecution or claim against such an individual by the State, or if such Fund Commissioner, officer, employee, Fund professional or Servicing Organization is either covered, or is required to be covered, by errors and omissions liability insurance. The determination as to whether an individual's conduct falls within any of the above exceptions shall be made by the Joint Insurance Fund Commissioners. Nothing herein contained is intended to shield any act, omission or wrongdoing which would not customarily be covered by errors and omissions liability insurance if such policy had been required of the employee, officer, Fund professional or Servicing Organization.

(1) A Fund Commissioner, officer, employee, Fund professional or Servicing Organization of the Fund shall not be entitled to indemnification from the Fund unless:

(a) Within ten (10) calendar days of the time he or she is served with a summons, complaint, process, notice or pleadings he or she delivers the original or an exact copy to the Chair with a copy to the attorney selected by the Fund to handle such matters, together with a request that the Fund provide for his or her defense; and

(b) In the event the Fund provides a defense or indemnification for the Fund Commissioner, officer, employee, Fund professional or Servicing Organization, such person cooperates in the preparation and presentation of the defense with the attorney selected to defend the case; and

(c) Except in those instances where a conflict of interest exists, as determined by an attorney selected by the Fund to handle such matters, the past or present Fund Commissioner, officer, employee, Fund professional or Servicing Organization shall agree that the Fund and its counsel shall have exclusive control over the handling of the litigation.

D. The foregoing right of indemnification shall not be exclusive of any other rights to which any Fund Commissioner, officer, employee, Fund professional or Servicing Organization may be entitled as a matter of law or which may be lawfully granted to such person; and the right to indemnification hereby granted by the Fund shall be in addition to and not in restriction or limitation of any other privilege or power which the Fund may lawfully exercise with respect to the indemnification or reimbursement of any Fund Commissioner, officer, employee, Fund professional or Servicing Organization; except that in no event shall a Fund Commissioner, officer, employee, Fund professional or Servicing Organization receive compensation in excess of the full amount of a claim and the reasonable costs and expenses incurred in defending such claim.

E. Expenses incurred by any Fund Commissioner, officer, employee, Fund professional or Servicing Organization in defending an action, suit or proceeding may be paid by the Fund in advance of final determination of such action, suit or proceeding as authorized by the Fund in a specific case upon receipt of an undertaking by or on behalf of such person to repay such amount in the event of an ultimate determination that such person's conduct was such as to fall outside the scope of coverage under this indemnification provision.

F. Should it be necessary to investigate alleged wrongdoing by a Member of the Fund, the Joint Insurance Fund Commissioners (or Executive Committee) may retain a third-party to conduct the investigation, and such costs to be covered by the Fund.

ARTICLE IV

OPERATION OF THE FUND

4.01 General Operation.

A. The Fund shall provide for Plans to provide Health Insurance and other approved benefits to eligible individuals of a participating Local Unit. In so doing, the Fund may purchase direct insurance or may self-insure benefits. In any event, the Fund shall have procedures for the establishment, maintenance and administration of appropriate reserves in accordance with sound actuarial principles.

B. The Fund shall be subject to and operate in compliance with the provisions of the Local Fiscal Affairs Law (N.J.S.A. 40A:5-1 et seq.), the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34), and the various statutes authorizing the investment of

public funds, including but not limited to, N.J.S.A. 40A:10-10(b), 17:12B-241 and 17:161-1 et seq.

C. The Fund shall be considered a Local Unit for purposes of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and shall be governed by the provisions of that law in the purchase of any goods, materials, supplies and services.

D. The Fund shall be operated with sufficient aggregate financial strength and liquidity to assure that all obligations and obligations of a Plan will be promptly met. The Fund shall prepare a financial statement on a form acceptable to the Department of Banking and Insurance showing the financial ability of the Fund to meet its obligations. In consultation with the Fund Actuary, the Fund shall establish actuarially sound policies and claim reserves and shall include the methodology and assumptions for the calculation of these reserves in its Risk Management Plan. The Joint Insurance Fund Commissioners, may, upon majority vote, request that the Department of Banking and Insurance order an examination of any Local Unit which the Joint Insurance Fund Commissioners, in good faith believes may be in a financial condition detrimental to other Local Units or to the public.

E. All monies, assessments, funds and other assets of the Fund shall be under the exclusive control of the Department of Banking and Insurance or the Fund Commissioners, as applicable.

F. The Fund shall adopt a resolution designating its fiscal year as January 1 through December 31st.

G. The Fund shall, through resolution, designate a public depository or depositories for its monies pursuant to N.J.S.A. 40A:5-14; designate a person to be custodian of funds for the Fund, and authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law. The custodian of funds shall possess a certified municipal finance officer certificate issued pursuant to N.J.S.A. 40A:9-140.2. The custodian shall report to the Joint Insurance Fund Commissioners on investment and interest income on a monthly basis.

H. All books, records, files, documents and equipment of the Fund are the property of the Fund and, except as provided at N.J.A.C. 11:15-3.21(e), shall be retained by the Administrator at the discretion of the Joint Insurance Fund Commissioners. All books, records, files and documents of the Fund shall be retained for not less than five years. The Fund's claim handling procedure shall provide for the prompt, fair, equitable, and confidential settlement of claims and shall be administered in compliance with N.J.S.A. 17B:10-13.1 and 13.2, and N.J.A.C. 11:2-17 and 11:15-3.22.

I. The Fund may utilize the services of a Local Unit to serve as Lead Agency for the Fund. The duties performed by a Lead Agency may include duties that may be performed by an Administrators or Servicing Organization.

4.02 Risk Management Plan.

A. The Fund Commissioners shall prepare or cause to be prepared a plan of Risk Management for the Fund pursuant to N.J.A.C. 11:15-3.6(d). The Risk Management Plan shall be adopted by resolution of the Joint Insurance Fund Commissioners (or Executive Committee).

B. The Risk Management Plan must be approved by the Commissioner of the Department of Banking and Insurance and the Commissioner of the Department of Community Affairs before taking effect.

4.03 Servicing Organizations.

A. The Fund may contract to have the following services performed for the Fund and the Plan:

- (1) claims administration, adjudication and administration;
- (2) actuarial services;
- (3) compilation of statistics and preparation of assessments, loss and expense reports;
- (4) preparation of reports required pursuant to N.J.S.A. 40A:10-36 et seq. and N.J.A.C. 11:15-3.1 et seq.;
- (5) development of Local Units' assessments and fees;
- (6) cost containment services;
- (7) legal services;
- (8) risk selection and pricing;
- (9) stop-loss or reinsurance producer services;
- (10) internal auditing services; and
- (11) such other services as the Joint Insurance Fund Commissioners deem necessary to properly manage the Fund.

B. No Servicing Organization or producer appointed by the Fund pursuant to N.J.A.C. 11:15-3.6(e)(15), or their employees, officers or directors shall have either a direct or indirect financial interest in the Fund Administrator, or be an employee, officer or director of the Fund Administrator, unless written notice of such interest has been provided to the Fund Commissioners and Members, as prescribed by N.J.A.C. 11:15-3.26.

C. The Fund may, at its option, contract for services from more than one Servicing Organization.

D. Each contract with a Servicing Organization shall be in writing and shall include a clause stating, “unless the Commissioner of the Department of Banking and Insurance otherwise permits, the servicing organization shall handle to conclusion all claims and other obligations incurred during the contract period.”

E. Each Servicing Organization shall provide an errors and omissions liability insurance coverage in a form and amount acceptable to the Department of Banking and Insurance.

F. A servicing organization, including the claims administrator, may be required to produce a surety bond to the Fund, pursuant to N.J.A.C. 11:15-3.6(e)(6), in a form and amount acceptable to the Department of Banking and Insurance or Fund Commissioners.

G. All officers, employees and agents, including the Administrator and any Servicing Organization, on the final day of the contract or employment, shall surrender and deliver to their successors all accounts, funds, property, records, books and any other material relating to their contract or employment.

4.04 Financial Statement and Reports.

A. The Fund shall provide its Local Units with periodic reports concerning the activities and status of the Fund. Such reports shall be made at least quarterly and may be made more frequently at the discretion of the Joint Insurance Fund Commissioners and shall include, but not be limited to, the minutes, the Administrator’s report and a summation of Fund activity, including information with respect to the Plan, comments on previously reported claims and newly reported claims, and any other information required by the Joint Insurance Fund Commissioners. The Department of Banking and Insurance may require submission of the reports if deemed necessary to ensure compliance with these reporting requirements. The reports shall also be made available to the Department of Banking and Insurance for review during any examination of the Fund.

B. A sworn annual report in a form prescribed by the Department of Banking and Insurance shall be prepared by the Fund, filed concurrently with the Department of Banking and Insurance and the Department of Community Affairs and made available to each participating Local Unit not later than one hundred twenty (120) days after the end of the year. The report shall be accompanied by:

(1) An annual audited statement of the financial condition of the Fund prepared by the Auditor and performed in accordance with generally accepted accounting principles and N.J.S.A. 40A:10-46, which shall include a statement of the organization of the Fund, including its balance sheet and receipts and disbursements for the preceding year.

(2) Reports of outstanding liabilities showing the number of claims, amounts paid to date, current reserves incurred but not reported, reserves for losses, and claims and unearned assessments by line of coverage as certified by the Actuary.

(3) Reports of all incurred but not reported liabilities certified by the Actuary.

C. In addition, the Fund shall also file quarterly unaudited statements of financial condition of the Fund in a form acceptable to the Commissioner with the Departments and the Department of Community Affairs within sixty (60) calendar days after the end of each calendar quarter.

D. Such other information as may be required by the Department of Banking and Insurance pursuant to N.J.A.C. 11:15-3.24.

4.05 Coverages.

Through the Plan, the Fund shall offer Health Insurance and other approved benefits to employees of Local Units and their eligible dependents. Upon a majority vote of the Joint Insurance Fund Commissioners, and approval of the Department of Banking and Insurance, the Fund may also offer to employees of Local Units and their eligible Dependents other employee benefits permitted pursuant to N.J.S.A. 40A:10-36, et seq. At least thirty (30) days prior to the beginning of each Fund Year renewal and in accordance with applicable law, the Fund shall notify the Department of Banking and Insurance, as well as any affected parties, of continuation of coverage and any changes in coverage and benefit levels as may be determined and specified by the Fund and shall provide the Department of Banking and Insurance with copies of the written notice to affected persons.

4.06 Contributions for Coverage.

With respect to coverage provided under the Plan, the Fund Commissioners shall establish contributions for Health Insurance shall provide for the purchase of benefit coverage and/or insurance and reinsurance for Plan coverage.

ARTICLE V

MEETINGS AND RULES OF ORDER

5.01 Meetings.

A. Annual Organization Meeting. As soon as possible after the beginning of the Fund Year, the Joint Insurance Fund Commissioners shall meet to elect officers and the Joint Insurance Fund Commissioners (or Executive Committee), if any, to appoint professionals and Servicing Organizations and to conduct such other business as is necessary. The time and place for the meeting shall be established by the Chair, and the Secretary shall send written notice to the clerks of participating Local Units at least two (2) weeks in advance.

B. Regular Meeting. The Joint Insurance Fund Commissioners shall establish a schedule of regular meetings to conduct the business of the Fund, which shall be at least quarterly. All Joint Insurance Fund Commissioners may attend open or closed meetings, including sessions of the Executive Committee, subject to the provision of Section 10.04 (J) hereof concerning confidentiality and the claims handling procedure.

C. Special Meeting. The Chair, or three (3) Fund Commissioners, may call a special meeting by notifying the Secretary at least three (3) days in advance of the special meeting. The

Secretary shall notify the Joint Insurance Fund Commissioners by telephone or electronic communication. If the Secretary is unable to reach a Fund Commissioner as of forty-eight (48) hours before the meeting, the Secretary shall contact by telephone or electronic communication another official of the Local Unit using the following order: Clerk, Presiding Officer, Administrator or Chief Operating Officer.

D. Telephonic or Virtual Meeting: On occasion it is difficult or impossible for a majority of the Commissioners to personally attend a meeting. Telephonic or email may be utilized. In these situations, minutes must be taken, and any actions taken must be confirmed by Resolution and adopted by the full membership of the Fund at a regularly schedule public meeting. Authorization to conduct this type of meeting shall be renewed yearly by Resolution.

E. Quorum. The quorum for a meeting of the Joint Insurance Fund Commissioners shall be as follows:

(1) A majority of the total Fund Commissioners unless the total number exceeds 25.

(2) If the total number of Fund Commissioners exceeds 25, then a quorum shall be 13 plus a sum equal to 20% of the number of Fund Commissioners in excess of 25 rounded to the next highest number.

(3) A quorum for a meeting of the Executive Committee shall be a majority of the full Executive Committee.

F. The Secretary shall record and maintain written minutes of all Fund meetings and shall make the minutes available to the Department of Banking and Insurance upon request.

5.02 Conduct of Meetings.

A. All meetings of the Fund shall be subject to the rules and regulations of the Open Public Meetings Act.

B. Unless otherwise provided in these Bylaws, or in the laws or regulations of the State, Robert's Rules of Order shall govern the conduct of all meetings.

5.03 Amendments to the Bylaws.

A. Any Fund Commissioner may propose an amendment to, or restatement of, the Bylaws by filing the proposed amendment or restatement in writing with the Secretary.

B. Upon receipt of a proposed amendment or restatement, the Secretary shall notify the Chair, provide a copy of the proposed amendment or restatement and the Chair shall schedule a hearing to occur not more than forty-five (45) days from the date the amendment or restatement was filed. The Secretary shall notify in writing all Joint Insurance Fund Commissioners of the hearing date and shall send all Joint Insurance Fund Commissioners a copy of the proposed amendment or restatement.

C. The amendment or restatement is adopted by the Fund when the governing bodies of three-fourths (3/4) of the Local Units by resolution approve the amendment or restatement within six (6) months of the hearing on the amendment or restatement. If after six (6) months, the Secretary has not received written notice of approval from three-fourths (3/4) of the Local Units, the Secretary shall notify the Local Unit that time has expired for the adoption of the amendment or restatement, and it has been deemed to be disapproved.

D. If adopted, the amendment or restatement shall not take effect until approved by the Department of Banking and Insurance and the Department of Community Affairs as provided by N.J.S.A. 40A:10-43.

E. Within ninety (90) days after the effective date of any amendment to, or restatement of, the Bylaws, a Local Unit which did not approve the amendment may withdraw from the Fund provided it shall remain liable for its share of any claim or expenses incurred by the Fund during its period of participation.

F. A revised set of Bylaws shall be sent to all Local Units and the Department of Banking and Insurance.

ARTICLE VI

BUDGETS

6.01 Budget Preparation.

A. Each year, not later than sixty (60) days prior to the end of the Fund's Fiscal Year, the Fund shall prepare the budget for the next Fiscal Year. The budget shall identify the proposed items and amounts of expenditure for its operations, the anticipated amounts and sources of assessments and other income to be received during the Fiscal Year and the status of the self-insurance or loss retention accounts.

B. The budget shall be prepared on a basis that recognizes all anticipated or forecasted losses and administrative expenses associated with that Fiscal Year. It shall not recognize discounting of claim reserves or investment income.

C. Prior to budget introduction, the budget shall be reviewed by the Actuary who shall comment on its adequacy and shall recommend changes as deemed appropriate.

6.02 Budget Adoption.

A. Not later than December 31 of each year, the Joint Insurance Fund Commissioners (or Executive Committee) shall adopt by majority vote the budget for the Fund's operation for the upcoming Fiscal Year.

B. A copy of the Fund's proposed budget (as changed to reflect the Actuary's review) for the upcoming Fiscal Year shall be sent to each participating Local Unit at least two weeks prior to the time scheduled for its adoption. No budget or amendment shall be adopted

until a hearing has been held in accordance with N.J.S.A. 40A:4-1 et seq. giving all participating Local Units the opportunity to present comments or objections.

C. A copy of the adopted budget and any amendment(s) thereto shall be filed within thirty (30) days of adoption with the governing body of each participating Local Unit, the Department of Banking and Insurance and the Department of Community Affairs.

D. An adopted budget may be amended by a majority vote of the Joint Insurance Fund Commissioners after giving the participating Local Units two (2) weeks prior written notice of the amendment and conducting a hearing on the proposed amendment.

E. A copy of any amendment to the Fund budget shall be provided quarterly to the governing body of each participating Local Unit.

F. A copy of the amended budget shall be filed with the Department of Banking and Insurance and the Department of Community Affairs within thirty (30) days of the adoption of any budget amendment which either singly or cumulatively, with other budget amendments, changes the total budget five percent (5%) from either the budget initially adopted for the Fiscal Year or the latest filed amended budget.

ARTICLE VII

ASSESSMENTS

7.01 Annual Assessment.

A. By December 1st of each year, in connection with the preparation of the budget pursuant to Section 6.01, the Administrator shall compute the probable net cost for the next Fund Year, and the Administrator shall prepare a draft budget for review by the Joint Insurance Fund Commissioners. Each participating Local Unit's base monthly assessment shall be one twelfth (1/12) of its pro rata share of the Fund's probable net cost based on its actuarial rates. The base monthly assessment shall be adjusted monthly based on census changes submitted to the Fund by the Local Unit during the prior month. The Joint Insurance Fund Commissioners (or Executive Committee) may also adopt a capping formula which distributes the increase in the base monthly assessment so that no participating Local Unit's per employee rate increases by more than the average Fund-wide increase plus a percentage specified by the Joint Insurance Fund Commissioners (or Executive Committee). Each participating Local Unit's base monthly assessment shall be approved by majority vote of the Joint Insurance Fund Commissioners (or Executive Committee) and furnished to the governing body of each participating Local Unit at least one (1) month prior to the beginning of the next fiscal quarter. For budget purposes, the Fund will also compute and communicate each participating Local Unit's maximum cost based on the Fund's aggregate stop-loss excess insurance (if any).

B. The Treasurer shall deposit each participating Local Unit's assessments by Fund Year into the applicable accounts including the administrative account, contingency trust fund account and the claim or loss retention trust fund account.

C. The Administrator shall compute the monthly assessment for each Local Unit member by multiplying the Member's latest assessment rate by its latest employee census. Whenever a change in a Member's plan design is approved, the Joint Insurance Fund Commissioners (or Executive Committee) shall modify the Member's monthly per capita assessment rate in accordance with the recommendation of the Actuary.

D. In the event the Fund directly bills retirees, individuals covered through the Fund pursuant to COBRA and/or the conversion option, the participating Local Unit shall be assessed for any delinquency in required payments.

7.02 Supplemental Assessments.

A. The Joint Insurance Fund Commissioners (or Executive Committee) shall, by majority vote, levy upon a Local Unit additional assessment wherever needed or so ordered by the Department of Banking and Insurance to supplement the Fund's claim or loss retention or administrative accounts to assure the payment of the Fund's obligations. No retiree or other individual billed directly by the Fund for coverage under COBRA or a conversion option shall be subject to supplemental assessment and any deficits shall be assessed to the appropriate Local Unit.

B. All supplemental assessments shall be charged to the Local Units by applicable Fund Year and shall be apportioned pro rata among the Local Units according to that year's assessments for the appropriate line of coverage, unless otherwise ordered by the Department of Banking and Insurance.

C. Local Units shall be given thirty (30) days advance written notice of the Fund's intention to charge an additional assessment, and the Fund shall conduct a hearing before adopting the supplemental assessment.

D. Local Units shall have thirty (30) days to pay the Fund from the date the supplemental assessment is levied.

E. The Fund shall submit to the Department of Banking and Insurance and the Department of Community Affairs a report of the causes of the insufficiency, the assessments necessary to replenish it and the steps taken to prevent a recurrence.

7.03 Failure or Refusal to Provide Required Assessments.

Should any participating Local Unit fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess monies required to meet its obligations, the Chair, or, in the event of his or her failure to do so, the custodian of the Fund's assets, shall notify the Department of Banking and Insurance and the Department of Community Affairs. Past due assessments shall bear interest at the rate of interest to be established annually by the Joint Insurance Fund Commissioners. The Fund Attorney or other attorney selected by the Joint Insurance Fund Commissioners shall endeavor to collect past due assessments and any accrued interest in any action in the Superior Court, Law Division, State of New Jersey, and in the event such action is successful, the Fund shall also be entitled to collect its cost incurred including reasonable attorneys' fees.

7.04 Insolvency and/or Bankruptcy of Fund Members.

Insolvency or bankruptcy of a Local Unit does not release the Fund, or any other Local Unit, of joint and several liability for the payment of claims incurred by the Insolvent Fund Member during the period of its participation, including, but not limited to, being subject to and liable for supplemental assessments.

ARTICLE VIII

REFUNDS

8.01 The following refund policy shall be employed pursuant to N.J.A.C. 11:15-3.1 et. seq. as amended. If subsequent amendments of the regulations of the Department of Banking and Insurance are inconsistent with these Bylaws, then the terms and the conditions of the amended regulations shall control.

A. Any monies for a Fund Year in excess of the amount necessary to fund all obligations for that Fund Year as certified by the Actuary or in excess of the limits established for a contingency fund pursuant to N.J.A.C. 11:15-3.13(b) as certified by the Actuary may be declared to be refundable by the Fund in accordance with N.J.A.C. 11:15-3.20 unless otherwise extended by the Department of Banking and Insurance. A refund of the amount declared to be refundable shall be made not earlier than twelve (12) months after the end of the Fund Year, or within ninety (90) days after the end of any extension period granted by the Department of Banking and Insurance for the determination of amounts refundable.

B. No retiree or other individual directly billed by the Fund for coverage including COBRA or conversion coverage shall be eligible for a refund.

C. A refund for any Fund Year shall be paid in proportion to the Local Unit's participation in the Fund for a Fund Year in a manner established and approved by the Joint Insurance Fund Commissioners or any other method as may be allowed by law and approved by the Department of Banking and Insurance. Payment of a refund for a previous participation period is not contingent on the Local Unit's continued participation in the Fund after that period.

D. At the option of the participating Local Unit, a refund may be retained by the Fund and applied towards the participating Local Unit's next assessment. In the event of termination of participation in any program of coverage offered by the Fund, a Local Unit shall be entitled to its share of unearned assessments as determined by the Joint Insurance Fund Commissioners and any surplus available for distribution to the Local Unit which had been retained within that Fund program.

E. The Joint Insurance Fund Commissioners (or Executive Committee) may appropriate a portion of any refund to the appropriate contingency account subject to the provision of N.J.A.C. 11:15-3.13(b).

ARTICLE IX

STOP-LOSS INSURANCE AND REINSURANCE

9.01 Where self insured, the Fund shall obtain specific and/or aggregate stop-loss insurance or reinsurance in a form and amount acceptable to the Department of Banking and Insurance from an insurer authorized or admitted in the State, providing that losses in excess of the established self-insurance retention amount shall be borne by the stop-loss carrier.

9.02 If due to condition in the commercial insurance market, specific and/or aggregate insurance or reinsurance is either not available or the pricing is such that, or for other valid reasons, in the judgment of the Joint Insurance Fund Commissioners (or Executive Committee), it would be in the best interest of the Fund not to carry such specific and/or aggregate insurance or reinsurance, and if the Fund's Actuary certifies that the retention is in accordance with sound actuarial principles, the Joint Insurance Fund Commissioners (or Executive Committee) may apply to the Department of Banking and Insurance for a waiver of the requirement of N.J.A.C. 11:15-3.23.

9.03 If the waiver referred to in Section 9.02 above is granted by the Department of Banking and Insurance and results in revision(s) and or amendments(s) of either the plan of risk management or the budget, they shall not be effective until they have been approved by the Department of Banking and Insurance and the Department of Community Affairs.

9.04 Certificates of stop-loss insurance and/or reinsurance showing policy limits and other information shall be available for inspection of each Local Unit and shall be filed with each participating Local Unit and the Department of Banking and Insurance.

9.05 Any proposed change in the terms or limits of stop-loss insurance and/or reinsurance shall be submitted to the Department of Banking and Insurance and the Department of Community Affairs for approval at least thirty (30) days prior to the effective date of the proposed change.

ARTICLE X

TRUST ACCOUNTS, INVESTMENT AND DISBURSEMENTS

10.01 Establishment of Trust Accounts.

A. By resolution, the Fund shall designate public depositories for its monies pursuant to N.J.S.A. 40A:5-14. The resolution shall also designate a person to be custodian of funds for the Fund and shall authorize the custodian to invest temporarily free balances of any claim or administrative accounts periodically as authorized by law.

B. The Fund shall establish a separate Fund Trust Account for contributions in accordance with N.J.A.C. 11:15-3.6(b) under which monies shall be held by the Fund as a fiduciary for the benefit of Fund claimants, through the Fund Trust Account, which monies shall be disbursed solely for the payment of claims, allocated claims expenses and stop-loss or

reinsurance premiums. These accounts shall be designated as claim or loss retention fund accounts. Cost containment activities shall be included in these claims accounts and the accounts shall be established by Fund Year; provided, however, the Fund shall not otherwise be required to establish separate trust accounts for employee contributions provided the Fund records an accounting of the employee contributions of each Plan Participant and an accounting of all transactions by Fund Year.

(1) Other than for the purposes specified in Section 10.01(B), or as otherwise authorized by N.J.A.C. 11:15-3.1 et seq., no withdrawals may be made from a claim or loss retention account without the prior written approval of the Joint Insurance Fund Commissioners (or Executive Committee) and, if necessary, the Commissioner.

(2) In the event the Fund directly bills retirees, individuals covered under COBRA or the conversion options or receives other contributions directly from individual Plan Participants, the Fund shall maintain accounting records of all income and distributions with respect to said contributions, provided that employees, retirees and other individuals directly billed by the Fund shall not be subject to supplemental assessments or refunds.

C. The Fund shall establish an administrative account which shall be used for payment of the Fund's general expenses, data processing services, general legal expenses and other administrative expenses of the Fund.

D. The Fund may establish by resolution a separate Trust Account for contingencies and may include in the budget an assessment for this account provided, however, that no such assessment shall be included in rates used to directly bill retirees, or individuals covered under COBRA or conversion options.

(1) The assessment for the contingency account shall not exceed the limits in N.J.A.C. 11:15-3.13(b).

(2) The Fund shall maintain accounting records on contingency accounts by Fund Year which shall include:

- (a) The sources of contribution to the contingency account;
- (b) Transfers from the account to a claims or loss retention trust fund account by Fund Years;
- (c) Interest earned, which shall be allocated by the average balance in the contingency account by Fund Year; and
- (d) The pro rata share of the amount allocable to each participating Local Unit.

(3) In the event a participating Local Unit withdraws or is terminated from the Fund, the Fund shall return to the Local Units its share of the contingency account within the time period provided for in N.J.A.C. 11:15-3.20.

E. If life insurance coverage is provided to Plan Participants, a separate contingency account shall be established for contributions towards group term life insurance pursuant to N.J.A.C. 11:15-3.6(b)6 and 7.

F. In any one year, an assessment, transfer of surplus or any combination of assessments and transfers to a contingency account shall not exceed a percentage of the Fund's current Fiscal Year earned income. Such a percentage shall be agreed upon by the Fund Commissioners. The contingency account of the Fund shall not exceed 10% of the Fund's current Fiscal Year income. The annual and aggregate limitations on the amount of the contingency account may be increased with the prior approval of the Department of Banking and Insurance.

G. If a claims or loss retention trust account is deemed inadequate to pay claims, allocated claim expenses, or reinsurance and stop-loss premiums in any Fund Year, the Joint Insurance Fund Commissioners may transfer funds from a contingency trust fund account to the claims or loss retention trust fund account, and the transaction shall be accounted for as a permanent transfer. The Fund shall notify the Department of Banking and Insurance within thirty (30) days of any such transfer. No such transfer pursuant to this Section 10.01(H) shall be permitted if the transfer would result in a statutory deficit in the contingency trust fund account.

H. If the Fund utilizes an amount equal or more than the percentage agreed upon by the Fund Commissioners pursuant to subsection F. of this Section of its current fiscal year income from a contingency trust fund account during any fiscal year, the Joint Insurance Fund Commissioners shall within ten (10) days of such utilization, submit to the Department of Banking and Insurance and the Department of Community Affairs, a report on the causes of the utilization and the steps taken to prevent a recurrence of such circumstances.

10.02 Investments.

A. All investments shall be in accordance with the Fund's cash management plan and consistent with the statutes and rules governing the investment of public funds by local governments in accordance with N.J.S.A. 40A:10-10(b). The free balances of any account shall be invested to obtain the maximum interest return practical in accordance with the Fund's cash management plan and applicable law.

B. The investment and interest income earned by the investment of the assets of each claim or loss retention account shall be credited to each such account by Fund Year.

C. The investment and interest income earned by the investment of the assets of the administrative and contingency account, if any, shall be credited to such account.

D. With the prior approval of the Commissioner and the Commissioner of the Department of Community Affairs, the Fund may join with other joint insurance funds to implement a joint investment and cash management program as permitted pursuant to N.J.S.A. 40:8A-3.

10.03 Disbursements.

A. Prior to any commitment or agreement requiring the expenditure of funds, the custodian of the Fund's assets shall certify as to the availability of sufficient unencumbered funds to fully pay all charges or commitments to be accepted.

B. All disbursements, payments of claims or expenditure of funds must be approved by a majority vote of the Joint Insurance Fund Commissioners unless approved pursuant to Section 10.03(C), below. The Joint Insurance Fund Commissioners will authorize the Treasurer to pay future bills.

C. Notwithstanding A and B above, the Joint Insurance Fund Commissioners may provide for the expeditious resolution of certain claims by designating a "certifying and approving officer" pursuant to N.J.S.A. 40A:5-17. Unless otherwise designated by the Joint Insurance Fund Commissioners, the certifying and approving officer shall be the Treasurer. The Fund may authorize the certifying and approving officer to approve for payment any or specified claims not to exceed the amount approved by the Department of Banking and Insurance in the plan of risk management. The Fund shall establish such other procedures and restrictions on the exercise of this authority as the Fund deems appropriate. The authority of the certifying and approving officer may be revoked at any time by the Joint Insurance Fund Commissioners.

D. Upon approval, the certifying and approving officer shall certify the amount and particulars of such approved claims to the custodian of the Fund's assets, directing that a check for payment be prepared.

E. The certifying and approving officer shall prepare a report of all claims approved since the last report, detailing the nature and the amount of the claim, the payee, the reasons supporting payment and any other pertinent information. This report shall be reviewed and approved or rejected by a majority vote of the Joint Insurance Fund Commissioners at their next regularly scheduled meeting. If any claim approved and paid by the certifying approving officer is not approved by the Joint Insurance Fund Commissioners (or Executive Committee), they shall direct that appropriate action be taken including, but not limited to, recovery of the paid amount, and penalty.

F. All requests for payments must be accompanied by a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with certification of the party claiming payment that it is correct, and must carry the certification of an officer or duly designated agent or employee of the Fund having knowledge of the facts that the goods have been received by, or the services rendered to, the Fund. In the case of claims or losses to be charged against any Trust Account, the Claims Administrator shall certify as to the claim's correctness and validity.

G. All claims shall be paid by check, electronic transfer or other recognized payment means. Checks shall be signed by two persons so designated by the Joint Insurance Fund Commissioners (or Executive Committee).

H. All claims or other disbursements approved for payment by the Fund shall be recorded in a claims register maintained by the custodian of the Fund assets.

10.04 Confidentiality of Plan Participant Information.

A. Plan Participant information, including claims information, is privileged and confidential and shall not be included as part of any open public record.

B. Certain individually identifiable Plan Participant information may be considered Protected Health Information (PHI) under HIPAA and shall be treated confidentially and afforded protections.

C. The Fund will implement policies and procedures to ensure Plan Participants are afforded rights with respect to their PHI and that personnel of the Fund use and disclose PHI appropriately in accordance with HIPAA and other applicable law.

D. Fund personnel shall be trained in the policies and procedures the Fund has implemented to protect the privacy of individual Plan Participant information and to comply with HIPAA.

E. The Fund will not use or disclose PHI without individual authorization from a Plan Participant unless such use or disclosure is permitted under HIPAA. When the Fund uses or discloses PHI, it will make reasonable efforts to limit the information to the minimum amount necessary to achieve the intended purpose.

F. Prior to disclosing PHI to a third-party business associate of a group health Plan subject to HIPAA funded through the Fund, the Fund will obtain satisfactory assurance that the third-party business associate will appropriately and confidentially handle the information.

G. Joint Insurance Fund Commissioners and the officials of any Local Unit shall not have access to any employee claim information or other personal health information which reveals the identity of any individual Plan Participant, except for those Joint Insurance Fund Commissioner who review the minimum necessary information to evaluate claims appeals.

H. All claims are to be filed, and all inquiries are to be handled, directly by the designated Claims Administrator. All employees of the Claims Administrator shall execute a business associate agreement or other confidential statement to protect the identification of Plan Participants.

I. All initial claims and inquiries will be handled directly through the Claims Administrator.

J. Only Joint Insurance Fund Commissioners and necessary Fund professionals shall participate in any closed session discussion of claims appeals. These claims discussions, whether general or specific to a coverage dispute, shall at all times be confidential and anonymous so that the identity of the Local Unit and claimant cannot be ascertained. The anonymity of the claimant shall be accomplished by assigning a blind claim number and deleting all references to the individual's name and place of employment. Only the claimant by written notice may authorize the matter be handled with disclosure of his/her identity.

K. For claims appeal purposes, documents identifying the Plan Participant, or from which the Plan Participant's identity might be deduced, shall not be accessible to any persons other than the Administrator, Program Manager, Fund Attorney, Joint Insurance Fund Commissioners who evaluate claims appeals or the appointed Claim Administrator, Fund personnel and only to the extent necessary (and the minimum amount necessary) for such individual to perform its required duties on behalf of the Fund.

ARTICLE XI

CONFLICT OF INTEREST

11.01 All officials or employees of a participating Local Unit or any members of the family of such officials or employees shall comply with N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law.

ARTICLE XII

VOLUNTARY DISSOLUTION OF THE FUND

12.01 If the Joint Insurance Fund Commissioners deem it in the best interest of the Local Units to dissolve the Fund, they shall call a meeting for such purpose upon proper notice and by majority vote direct that a written plan of dissolution be prepared.

12.02 The plan of dissolution must provide for the payment of all incurred losses of the Fund and its Local Units, including all incurred but not reported losses, as certified by the Actuary, before any assets of the Fund or the Fund accounts may be used for any other purpose. The plan of dissolution shall also contain a statement of the Fund's current financial condition computed on a statutory basis and computed according to general accepted accounting principles as attested to by an independent certified public accountant. If necessary, this plan shall include provisions for supplemental assessments to cover claims incurred and other expenses to operate the Fund until dissolution is complete.

12.03 Upon completion of the plan, the Chair shall call a meeting of the full body of the Joint Insurance Fund Commissioners who shall review the plan and make any appropriate amendments. By majority vote, the Joint Insurance Fund Commissioners may recommend to the Local Units that the Fund be dissolved in accordance with the plan of dissolution.

12.04 A majority of the governing bodies of the participating Local Unit must, by resolution, vote to accept the plan of dissolution in order to dissolve the Fund.

12.05 The plan of dissolution and other such information as may be required, must be filed with, and approved by, the Department of Banking and Insurance and the Department of Community Affairs before the dissolution of the Fund is effective.

ARTICLE XIII

CLAIMS PROCEDURE

13.01 Compliance. The Fund shall comply with the requirements of N.J.S.A. 17B:30-13.1 and 13.2 and N.J.A.C. 11:2-17 et. seq., and N.J.A.C. 11:15-3.22.

13.02 Registration. Plan Participants will have an identification card which will identify the Plan Participant, the name of the Fund, name of the Claims Administrator, and the Claims Administrator's phone number and other pertinent information. The Plan Participant shall submit claims to the Claims Administrator according to a process approved by the Fund and communicated to all Plan Participants. Each Plan Participant shall receive information describing the Fund's coverages, exclusions, limits, and claims and appeals procedures.

13.03 Claim Verification. The Claims Administrator shall have the following responsibilities in connection with a claims procedure:

- A. Verify that the individual is a participant in the Fund.
- B. Determine that the claim is eligible by coverages afforded.
- C. Record all claims.
- D. Calculate the amount payable based upon the plan or benefits deductible, coinsurance, any cost containment features in the plan and coordination of benefits factors.
- E. Pay valid claims or issue notice of rejection. If a notice of rejection is issued, the reason for said rejection shall be stated in the notice.
- F. Coordinate benefits and reporting of large claims.

13.04 Claims Review. All open claims will be reviewed by the Claims Administrator within thirty (30) days. The Claims Administrator will file a claims report in a form acceptable to the Joint Insurance Fund Commissioners as deemed necessary by the Joint Insurance Fund Commissioners.

13.05 Claim Payments. The Claims Administrator will process for payment all claims to the level of authority as specified in the plan of risk management as approved by the Department of Banking and Insurance. Any payment that exceeds this level of authority must be brought to the Joint Insurance Fund Commissioners for approval. The Claims Administrator shall notify the Fund's Risk Manager who in turn shall be responsible to place the excess carrier or reinsurer on notice of any claim that exceeds the Fund's self-insured retention.

13.06 Claims Appeal Procedures.

This procedure is set forth in Section 24 of the Fund Risk Management Plan for calendar for 2025:

- A. The Fund shall comply with the requirements of N.J.S.A. §17B:30-13.1 and 13.2.
- B. The third-party administrator (“TPA”) shall initially review all appeals and shall prepare a memo summarizing the relevant facts and issues involved in the appeal.
- C. The TPA shall provide the Executive Director and the Fund Attorney with a copy of the memo which has been prepared concerning the appeal.
- D. The TPA, Executive Director and Fund Attorney shall confer concerning the merits of an appeal and they shall render a decision concerning the appeal provided that the appeal is: (i) in an amount not greater than \$5,000.00 and/or (ii) has been reviewed and recommended for approval by an independent, third-party medical review consultant.
- E. If the decision of the TPA, Executive Director and Fund Attorney is to pay the claim, then the TPA is hereby authorized to issue the necessary check in payment of the claim.
- F. The Joint Insurance Fund Commissioners (or Executive Committee) of the Fund shall formally confirm the decision of the TPA, Executive Director and Fund Attorney to pay the claim and ratify the payment issued pursuant to that decision at the next meeting of the Joint Insurance Fund Commissioners (or Executive Committee).

If the decision of the TPA, Executive Director and Fund Attorney is to deny the claim, the appeal shall be subject to the “adverse benefit determination” appeal process that is required pursuant to applicable law. The plan participant (hereinafter sometimes referred to as “claimant”) shall at that time be advised that the adverse benefit determination may be appealed to the Fund's Independent Review Organization (“IRO”). The claimant's identity shall be revealed only upon the written request of the claimant. A copy of such written request with respect to disclosure of the claimant's name shall be sent to the Executive Director.

- i. An appeal of an adverse benefit determination must be filed by the claimant within four (4) months from the date of receipt of the notice of the adverse benefit determination. The claimant shall submit a written request to the Executive Director to appeal an adverse benefit determination and/or final internal adverse benefit determination made by the TPA and the written request, shall be accompanied by a copy of the determination letter issued by the TPA.

- 1. The Executive Director will conduct a preliminary review within five (5) business days of the receipt of the request for an external review. There is no right to an external review by the IRO if (i) the claimant is or was not eligible for coverage at the time in question or (ii) the adverse benefit determination or final internal adverse benefit determination is based upon the failure of the claimant or covered person to meet requirements for eligibility under the Plan or (iii) the claimant is not eligible due to the benefit/coverage being an excluded benefit or not included as a covered benefit. The Executive Director shall notify the claimant if (a) the request is not eligible for external review; (b) that additional information is needed to make the request complete and what

is needed to complete the request; or (c) the request is complete and is being forwarded to the IRO.

2. The Executive Director shall then forward an eligible, complete request for external review to the IRO designated by the Fund who shall be required to conduct its review in an impartial, independent and unbiased manner and in accordance with applicable law.
3. The assigned IRO will provide timely written notice to the claimant of the receipt and acceptance for external review of the claimant's request and shall include a statement that the claimant may submit, in writing and within ten (10) business days of the receipt of the notice, additional information which shall be considered by the IRO when conducting the external review. Upon receipt of any information submitted by the claimant, the IRO, within one (1) business day, shall forward the information to the Program Manager who may reconsider the adverse benefit determination or final internal adverse benefit determination and, as a result of such reconsideration, modify the adverse benefit determination or final internal adverse benefit determination. The Program Manager shall provide prompt written notice of any such modification to the claimant and the IRO.
4. The Executive Director, within five (5) business days of the assignment of the IRO, shall deliver to the IRO any documents and information considered in making the adverse benefit determination or the final internal adverse benefit determination. The IRO may terminate the external review and decide to reverse the adverse benefit determination or final internal adverse benefit determination if the Executive Director does not provide such information in a timely manner. In such an event, the IRO shall notify the claimant and the Program Manager of the decision within one (1) business day.
5. The IRO shall complete the external review and provide written notice of its final external review decision within forty-five (45) days of the receipt of the request for the external review. In the case of a request for expedited external review of an adverse benefit determination or final internal adverse benefit determination where delay would seriously jeopardize the life or health of the claimant or the ability to regain maximum function, the IRO shall provide notice of the final external review decision as expeditiously as possible but in no event more than 72 hours after the receipt of the request for an expedited external review. If the notice is not in writing, the IRO must provide written confirmation of the decision to the claimant and the Program Manager within 48 hours after providing that notice in the case of an expedited external review. The IRO shall deliver notice of its final external review decision

to both the claimant and the Executive Director for all external reviews conducted. The notice of decision shall contain:

- a. general description of reason for the external review with sufficient information to identify the claim, claim amount, diagnosis and treatment codes and reason for previous denial;
- b. the date the IRO was assigned and date of the IRO's decision;
- c. references to the documentation/information considered;
- d. a discussion of the rationale for the IRO's decision and any evidence-based standards relied upon in making the decision;
- e. a statement that the decision is binding on the claimant and the Fund subject to the claimant's right to seek judicial review of the same; and
- f. that the claimant may contact the New Jersey health insurance consumer assistance office at: NJ Department of Banking and Insurance, 20 West State Street, PO Box 329, Trenton, NJ 08625; (800) 446-7467 or (888) 393-1062; <https://www.state.nj.us/dobi/consumer.htm>; E-mail: ombudsman@dobi.state.nj.us

ARTICLE XIV

HANDLING COMPLAINTS PROCEDURES

(OTHER THAN DISRUPTED CLAIMS)

14.01 Whenever an interested party shall submit a complaint in writing to the Fund, the Administrator or any member of the Fund, a copy thereof shall be forthwith communicated to the Joint Insurance Fund Commissioners (or Executive Committee) for consideration at their next regularly scheduled meeting, unless the complain is received seven (7) business days or fewer to the next meeting, in which case it shall be considered at the next ensuing meeting.

14.02 At said meeting, the Joint Insurance Fund Commissioners (or Executive Committee) shall consider the complaint, and by recorded vote take such action as might be appropriate.

14.03 The complaint party, through the Administrator, shall receive written notice of the Joint Insurance Fund Commissioners' (or Executive Committee's) findings. The written notice to the complaining party may, where appropriate, include an opportunity for the complaining party to

have a hearing concerning its complaint before the Joint Insurance Fund Commissioners (or Executive Committee).

14.04 The Administrator shall record all complaints as well as their resolutions.

14.05 For the purposes of this Article, “complaint” means any written communication primarily expressing a grievance.

ARTICLE XV

PROCEDURES GOVERNING LOSS ADJUSTMENT AND LEGAL FEES

To the extent applicable, the Fund will implement the following procedures for governing loss adjustment and legal fees.

15.01 Registration of Claims. Upon receipt of initial notice of claim, whether by service of process, notice of claim or petition or otherwise, the Servicing Organization shall cause each claim to be numbered, and to be included on a monthly report to the Fund Commissioners (or Executive Committee). The monthly report shall set forth the name of the claimant, the nature of the claim, the type of insurance coverage claimed against, and to the extent known an approximate estimate of the amount of the potential loss.

15.02 Claims Response. Upon receipt of the initial notice of claim described above, and any other information available, the Servicing Organization where appropriate, shall immediately forward the notice of claim to the Fund’s defense attorneys for initial contact, investigation, court action or other appropriate response.

15.03 Claims Acknowledgment and Initial Evaluation. Upon receipt of an assignment of claim handling, the Servicing Organization, and where appropriate the defense attorneys, shall acknowledge receipt of the claims within thirty (30) days of receipt, submit a report giving their initial assessment of the merits and exposure represented by the claim and a summary of the actions taken to date in response to the claim.

15.04 Period Review of Claim Status. Each claim will be reviewed at intervals not greater than ninety (90) days as to their status. In particular, the Fund Commissioners (or Executive Committee) will determine whether the investigation and defense of the claim is adequate, and the adequacy of the reserves set for the claim.

15.05 Notice of Settled Claims. Where permitted by the bylaws, and settlements have been concluded without action of the Fund Commissioners (or Executive Committee), a complete report thereof as provided by the bylaws shall be furnished to the Fund Commissioners (or Executive Committee).

15.06 Notice of Intended Settlement. Whenever an investigation indicates that prompt fair and equitable settlement of a claim is appropriate and possible, the Servicing Organization shall submit to the Fund Commissioner and Administrator for review at a Fund Commissioners (or Executive Committee) meeting, a notice of recommended settlement. This notice shall be on forms approved by the Fund Commissioners (or Executive Committee) and shall provide

information about the claim, recommendations concerning the legal liability of the fund, a summary of investigative work concerning the merits of the claim, and the reasons underlying the recommended settlement.

15.07 Approval of Payments and Settlement. Whenever the fund makes any payment or settlement of any claim, a notation thereof identifying the claim, the amount paid and the reasons underlying the payment shall be approved by the Fund Commissioners (or Executive Committee) and entered upon a ledger of claims paid.

15.08 Procedures Governing Legal Fees. The fund has established procedures to provide quality defense of claims and monitor the defense procedures and costs. These procedures include:

A. A list of approved defense attorneys. The list will include attorneys with previous applicable experience, and a fee structure considered to be reasonable shall be approved by the Fund Commissioners (or Executive Committee).

B. The fund will monitor the activities of the defense attorneys. The Fund Attorney may direct the amount of legal discovery in an effort to control costs. The Servicing Organization, in conjunction with the Fund Attorney, will maintain control of all legal defense activity and experts.

ARTICLE XVI

OTHER CONDITIONS

16.01 Inspection and Audit. The Fund shall be permitted, but not obligated, to inspect, at any reasonable time, the workplaces and operations of each Fund Member. Neither the right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on behalf of, or for the benefit of, the member Local Unit or others, to determine or warrant that such workplaces or operations are safe or healthful or are in compliance with any law, rule, or regulation.

The Fund shall be permitted to examine and audit the member Local Unit's payroll records, general ledger, disbursements, vouchers, contracts, tax reports and all other books, documents, and records at any reasonable time as far as they show or tend to show or verify the amount of remuneration of other premium basis, or later to the subject matter of the Fund.

16.02 Notice of Claim or Suit. If claim is made or formal petition or a suit or other proceeding relating to the Fund is brought against the participating Local Unit, the participating Local Unit shall immediately forward to the Fund every related demand, notice, summons or other process received by the Local Unit. Notice shall be provided to the Administrator at the address provided by the Administrator for receipt of such notices.

16.03 Assistance and Cooperation of the Participating Local Unit. The participating Local Unit shall cooperate with the Fund and, upon the Fund's request, authorized representatives of the participating Local Unit shall attend hearings and trials and shall assist in effecting

settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits or proceedings.

16.04 Action Against Fund. No action shall lie against the Fund, or a Trust Account thereto, unless, as a condition precedent thereto, the participating Local Unit shall have fully complied with all the terms of these Bylaws, and not until the amount of the participating Local Unit's obligation to pay shall have been finally determined either by judgment against the participating Local Unit after actual trial or by written agreement of the participating Local Unit, the claimant and the Fund. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under these Bylaws to the extent of the protection provided by these Bylaws. Nothing contained in these Bylaws shall give any person or organization or their legal representative any right to join the Fund as a codefendant in any action against the participating Local Unit to determine the participating Local Unit's liability.

16.05 Subrogation and Reimbursement.

A. Whenever any party has caused or contributed to claims paid from the Fund, the Fund shall have an absolute right to recover benefits paid. Recovery rights apply with respect to coverage from any other source, including, but not limited to, any compensation fund, uninsured motorist coverage, underinsured motorist coverage, medical payments coverage, personal umbrella coverage, workers compensation coverage, no-fault automobile insurance coverage, or first party insurance coverage. Recovery rights also apply with respect to any third party responsible, in whole or in part, directly or indirectly, for claims paid from the Fund.

B. The Fund may substitute for any Plan Participant and/or Local Unit and assume the right to recover from any party who is actually, possibly, or potentially responsible for paying claims otherwise payable from the Fund. The Fund may recover and be reimbursed for all amounts that are paid to a Plan Participant and/or Local Unit or made on its behalf from any source. The Fund may offset future benefits by the amount of other payments, to the extent not already recovered. The Fund has the right to initiate a lawsuit or other proceeding or to intervene in a proceeding to exercise or preserve its rights.

C. The Fund's subrogation and reimbursement rights apply to all settlements, judgments, actions and amounts regardless of whether a party admits liability, how any amounts that are or may become payable or characterized, the source or form of payment, or the legal expenses that are or may be incurred in obtaining such payments. Plan Participants and/or Local Units must agree that if payment is received from any party, it will serve as constructive trustee over the funds that constitute payment. Plan Participants and/or Local Units also accept that the Fund has an equitable lien against and first priority to any amounts recovered from any party.

D. Plan Participants and Local Units must fully cooperate with the Fund with respect to its efforts to recover amounts paid and shall do nothing to prejudice such rights. The Local Unit and/or Plan Participant must execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

NJ SOLUTIONS JOINT HEALTH INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS INDEMNITY AND TRUST AGREEMENT (the “Agreement”) made this ____ day of _____ 2025, by and between the NJ Solutions Joint Health Insurance Fund, referred to herein as the “Fund”, and the governing body of the Hightstown Borough, a duly constituted Local Unit of Government, hereinafter referred to as “Local Unit”.

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq., and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the Local Unit has agreed to become a member of the Fund in accordance with and to the extent provided for in the Bylaws of the Fund and in consideration of such obligations and benefits to be shared by the membership of the Fund;

NOW THEREFORE, it is agreed as follows:

1. The Local Unit accepts the Fund’s Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.

2. The Local Unit agrees to participate in the Fund with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the Local Unit’s resolution to join.

3. The Local Unit agrees to become a member of the Fund and to participate in the health insurance coverages and or prescription coverages and/or dental coverages offered by the Fund (subject to early release or termination pursuant to the Bylaws), such membership to commence on January 1, 2026 and ending on December 31, 2028 at 11:59 PM.

4. The Local Unit certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.

5. In consideration of membership in the Fund, the Local Unit agrees that it shall jointly and severally assume and discharge the liability of each and every member of the Fund, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the Fund shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the Local Unit is pledged to the punctual payments of any sums which shall become due to the Fund in accordance with the Bylaws thereof, this Agreement or any applicable statute and/or regulation. However,

nothing herein shall be construed as an obligation of the Local Unit for claims and expenses that are not covered by the Fund, or for that portion of any claim or liability within the Local Unit retained limit or in an amount which exceeds the Fund's limit of coverage.

6. If the Fund in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorneys' fees and/or court costs, the Local Unit agrees to reimburse the Fund for all such reasonable expenses, fees, and costs on demand.

7. The Local Unit and the Fund agree that the Fund shall hold all moneys in excess of the Local Unit's retained loss fund paid by the Local Unit to the Fund as fiduciaries for the benefit of Fund claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The Fund shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 et. seq., and such other statutes and/or regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance;
- b) Employee contributions to contributory group health insurance;
- c) Employer contributions to contingency account;
- d) Employee contributions to contingency account; and
- e) Other trust accounts as required by the Commissioner of Insurance.

9. Notwithstanding Section 8 above, the Fund shall not be required to establish separate trust accounts for employee contributions provided the Fund provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each Local Unit of government who shall become a member of the Fund shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

11. This Indemnity and Trust Agreement satisfies the requirements set forth in Section 2.01 of the Fund's Bylaw.

ATTEST

Hightstown Borough

BY: _____

ATTEST

NJ SOLUTIONS JOINT HEALTH INSURANCE
FUND

BY: _____

Borough of Hightstown
County of Mercer

Resolution 2025-245

**RESOLUTION APPOINTING ACRISURE AS BROKER FOR HEALTHCARE AND
PRESCRIPTION MEDICAL**

WHEREAS, the Borough wishes to appoint Acrisure as the broker for Healthcare and Prescription Medical.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, hereby approves the appointment of Acrisure as the broker for Healthcare and Prescription Medical, authorizing the Borough Administrator to execute any contract(s) or agreement(s).

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 December 1, 2025.

Margaret Riggio, Borough Clerk