

AGENDA
Hightstown Borough Council
August 3, 2026 | 6:30 p.m.
Hightstown Engine Company No. 1
140 North Main Street, Hightstown

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

Meeting called to order by Mayor Susan Bluth

STATEMENT: Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was advertised in the Trenton Times and the Trentonian as required by law and is posted on the Hightstown Borough website.

Roll Call

Flag Salute

Approval of Agenda

Approval of Minutes July 20, 2026 – 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

Ordinance 2026-14 First Reading and Introduction An Ordinance Amending Chapter 28 Entitled Zoning of the “Revised General Ordinances of the Borough of Hightstown, New Jersey”

Ordinance 2026-15 First Reading and Introduction An Ordinance Amending and Supplementing Chapter 7, Entitled “Traffic,” to the “Revised General Ordinances of the Borough of Hightstown, New Jersey.”

Ordinance 2026-16 First Reading and Introduction Bond Ordinance Providing for Various Capital Improvements in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$437,000 Therefor and Authorizing the Issuance of \$332,450 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Ordinance 2026-17 First Reading and Introduction Bond Ordinance Providing for Various Water-Sewer Utility Improvements in and by the Borough of Hightstown, in the County of Mercer, New Jersey, Appropriating \$63,000 Therefor and Authorizing the Issuance of \$59,850 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

Resolutions

2026-171 A Resolution Authorizing the Mayor and Borough Clerk to Execute Amendment No. 1 to the Agreement for Solid Waste Dumpster Service with Waste Management of New Jersey, LLC.

2026-172 Resolution Authorizing Execution of an Interlocal Services Agreement for Regional Animal Control Service 2025-2026

Consent Agenda

2026-173 Approving Change Order No. 3 for the Maxwell Avenue Improvement Project – Earle Asphalt

2026-174 Approving Payment No. 5 to Earle Asphalt Company for Improvements to Maxwell Avenue

2026-175 A Resolution Appointing Joshua Jackson as Code Enforcement Housing Officer for the Borough of Hightstown

2026-176 Resolution Memorializing the Execution of a Memorandum of Understanding Between the Borough of Hightstown and Habitat for Humanity of South Central New Jersey Regarding 207 Grant Avenue

2026-177 Extending the Grace Period for Payment of 2026 Third Quarter Taxes

2026-178 A Resolution Approving a Pop-up Art Gallery Organized by the Hightstown Borough Cultural Arts Commission

Discussion

Subcommittee Reports

Mayor/Council/Administrative Updates

Executive Session **Resolution 2026-179** Authorizing a Meeting that Excludes the Public
Contract Negotiations
Personnel

Adjournment

Borough of Hightstown
County of Mercer

Ordinance 2026-14

**AN ORDINANCE AMENDING CHAPTER 28 ENTITLED ZONING OF THE
“REVISED GENERAL ORDINANCES OF THE BOROUGH OF
HIGHTSTOWN, NEW JERSEY”**

WHEREAS, the Mayor and Council of the Borough of Hightstown wish to make certain revisions relating to Chapter 28 entitled “Zoning” of the “Revised General Ordinances of the Borough of Hightstown” to clarify bulk standards, design standard, and required affordable housing within the R-MF Multifamily Residential.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Hightstown that Chapter 28 entitled “Zoning”, of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended as follows:

Section 1. §28-3-9, R-MF, Multi-Family District, shall be amended and supplemented in the following limited respects (deletions are shown with strikeout, additions are shown with underline):

§28-3-9. R-MF Multi-Family District

- A. Purpose and Intent. The purpose and intent of the R-MF Multi-Family Residential District is to provide market rate and subsidized affordable housing in the Borough of Hightstown to aid in meeting its constitutional obligation to provide for very low, low and moderate income housing in accordance with the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). The R-MF district is further divided into sub-districts that apply to specific sites with inclusionary affordable housing in accordance with the objectives of the Housing Plan Element of the Master Plan and implementing resolutions, ordinances, and agreements constituting the Fair Share Plan. The R-MF district provides a compensatory benefit over the preceding zoning district’s use and/or intensity standards sufficient to address the affordable housing components of inclusionary development.
- B. Permitted Uses. In the R-MF Multifamily District, the following uses, and no others, shall be permitted:
 - (1) Principal Uses:
 - (a) Townhouse dwellings.
 - (b) Multifamily dwellings.
 - (c) Municipal purpose.
 - (2) Accessory Uses:
 - (a) Community center for the use of residents and their guests.
 - (b) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (c) Maintenance building.

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- (d) Management office if located within a community center or building with multifamily dwellings.
 - (e) Home occupation in accordance with the requirements of §28-10-6 and in addition to the prohibited uses listed in subparagraph -c therein, no funeral home, private school or professional office shall be permitted as a home occupation on the premises.
 - (f) Off-street surface parking; car sheds and detached garages for private residential use, only.
 - (g) Fences, walls and street furniture.
 - (h) Signs in accordance with Chapter ~~9~~29.
 - (i) Large satellite dish antenna when approved as part of an application for development for providing common service to the residents of a development in accordance with the standards of §28-10-19.
 - (j) Small satellite dish antennae in accordance with the standards of §28-10-19.
 - (k) Accessory uses on the same lot and customarily incidental to the principal use.
- (3) Conditional Uses. The following uses shall be permitted when the criteria have been met for the site listed.
- (a) Multifamily use containing garden apartments, with a sub-district designation of 18 (R-MF18), shall be permitted when the following criteria have been met:
 - [1] New multifamily dwellings shall be added to the site by additions to the existing building or by the demolition and construction of new buildings in lieu of the construction of additions.
 - [2] The design of the additions shall have at a minimum a base made of comparable materials to the exterior of the existing buildings but may differ in the field materials above the base, and shall have a similar roof pitch, and roof design as the existing buildings. Fenestration shall mimic the spacing and opening size, to the degree permissible by the Uniform Construction Code, of the existing window and doors architecture.
 - [3] At least twenty percent (20%) of all housing units shall be affordable to low, including very low, and moderate income households as those terms are defined in the Borough's affordable housing regulations, the

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Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). Such units may be established in existing multifamily units as such dwellings become vacant in a schedule as approved by the Borough's Administrative Agent for affordable housing.

~~[4] These conditional use criteria shall not apply to any R-MF 18 zoned property that does not contain garden apartments, but shall be considered a principal permitted use.~~

(b) Uses permitted in § **28-3-15**, the DTG Downtown Gateway district, listed as Subsection A(1)(b) through (i) and (k), meeting the following criteria:

[1] Any such use shall front on State Highway 33 (Franklin Street) or County Road 633.

[2] Any such use shall be located on the first floor only of a building.

(c) Uses permitted in § **28-3-14**, the Highway Commercial District, listed as Subsection A(1), and (2) ~~and (3)~~.

[1] Any such use shall front on Mercer Street.

(d) Cannabis retail uses permitted subject to the following criteria:

[1] Any such use shall front on State Highway 33 (Franklin Street) or County Road 633.

[2] Any such use shall be located on the first floor only of a building.

[3] Such use shall operate fully within an enclosed building.

[4] Excepting emergency egress doors, each entrance and exit, including loading docks doors, shall be designed to prevent interior air from escaping out of doors unless properly treated as required under § **4-13-6G** through air locks, negative pressurization or other means of preventing untreated air from exiting the building.

[5] All criteria set forth in the licensing regulations at § **4-13-6** shall apply.

C. Bulk standards. The following area, yard, and coverage standards shall apply to uses within the R-MF district:

(1) Maximum gross density shall not exceed the following:

(a) For R-MF zoning districts without any sub-district designation, the maximum gross density shall be twelve (12) dwelling units per acre.

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- (b) For R-MF zoning districts with designated sub-district 14 (R-MF14), the maximum gross density shall not exceed fourteen (14) units per acre.
- (c) For R-MF zoning districts with designated sub-district 18 (R-MF18), the maximum gross density shall not exceed eighteen (18) units per acre.
- (2) Maximum building coverage.
 - (a) Multi-family use - Twenty-five percent (25%) of total tract area.
 - (b) Townhouse use - Twenty-five percent (25%) of the total tract area and seventy percent (70%) of lot area for individual townhouse parcels.
 - (c) Combined multi-family and townhouse uses: Twenty-five percent (25%) of the total tract area and seventy percent (70%) of lot area for individual townhouse parcels.
- (3) Maximum impervious surface coverage - seventy percent (70%) of total tract area.
- (4) Maximum building height.
 - (a) Townhouse – Two and a half stories and thirty-five (35) feet.
 - (b) Multifamily – Two stories and thirty-five feet within fifty feet of a tract perimeter; three stories and forty-five (45) feet otherwise.
 - (c) Community building – One story and twenty-eight (28) feet.
 - (d) Maintenance building and other accessory structures – Eighteen (18) feet.
 - (e) Building limitations and separation requirements for townhouses and multi-family uses shall be as indicated in the following table:

<u>Requirement</u>	<u>Standard</u>
<u>Maximum Dwellings per Building (Townhouses)</u>	<u>8 dwellings</u>
<u>Maximum Dwellings per Building (Multifamily)</u>	<u>24 dwellings</u>
<u>Minimum Distance from Building front to Building front</u>	<u>60 feet</u>
<u>Minimum Distance from Building front to Building side</u>	<u>35 feet</u>
<u>Minimum Distance from Building front to Building rear</u>	<u>60 feet</u>
<u>Minimum Distance from Building side to Building rear</u>	<u>35 feet</u>
<u>Minimum Distance from Building rear to Building rear</u>	<u>50 feet</u>
<u>Minimum Distance from Building side to Building side</u>	<u>20 feet</u>

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- (5) Fee simple townhouse and community building requirements, when placed on a fee simple lot, shall be as indicated in the following table:

<u>Use</u>	<u>Townhouse</u>	<u>Community Building</u>
<u>Minimum lot size</u>	<u>1,800 sf.</u>	<u>4,000 sf.</u>
<u>Minimum lot frontage</u>	<u>18 feet; 22 feet if internal garage</u>	<u>40 ft.</u>
<u>Minimum lot depth</u>	<u>100 ft.</u>	<u>100 ft.</u>
<u>Maximum building coverage</u>	<u>70%</u>	<u>60%</u>
<u>Maximum lot coverage</u>	<u>80%</u>	<u>75%</u>
<u>Principal Building Minimum Yard Depths and Height Limitations</u>		
<u>Front yard</u>	<u>20 ft.</u>	<u>20 ft.</u>
<u>Side yard</u>	<u>0 ft. common wall; 8 ft. end unit</u>	<u>20 ft.</u>
<u>Rear yard</u>	<u>20 ft.</u>	<u>30 ft.</u>
<u>Accessory Building Minimum Yard Depths and Height Limitations</u>		
<u>Front Yard</u>	<u>N.P.</u>	<u>N.P.</u>
<u>Side yard</u>	<u>N.P.</u>	<u>10 ft.</u>
<u>Rear yard</u>	<u>5 ft.</u>	<u>10 ft.</u>
<u>Tool shed side and rear yard</u>	<u>5 ft.</u>	<u>5 ft.</u>

N.P. = Not a permitted location

- (6) Building setbacks from streets and driveways. Minimum building setbacks shall be as in the following table:

<u>Requirement</u>	<u>Standard</u>
<u>Where lot fronts on Rt. 33</u>	<u>As required in the DTG district</u>
<u>From major collector drive or street (public r.o.w. or private r.o.w. easement); no direct access to dwelling</u>	<u>20 feet⁽¹⁾</u>
<u>Front façade from a residential access drive or street (public r.o.w. or private r.o.w. easement); direct access to dwelling</u>	<u>22 feet</u>
<u>Front façade from a residential access drive or street (public r.o.w. or private r.o.w. easement); no direct access to dwelling.</u>	<u>10 feet</u>

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<u>Rear façade from a residential access drive or street (public r.o.w. or private r.o.w. easement)</u>	<u>20 feet</u>
<u>Side facades from a residential access drive or street (public r.o.w. or private r.o.w. easement)</u>	<u>8 feet</u>

(1) - or 22 feet from the edge of cartway, whichever is greater.

- (7) Parking requirements. Residential uses shall comply with the parking requirements of the Residential Site Improvement Standards at N.J.A.C. 5:21-4.14. Non-residential uses shall comply with §28-10-11.J.
- (8) Minimum landscaped buffer adjacent to existing public streets and property lines - Ten (10) feet.

D. Required Affordable Housing. In any R-MF district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households for for-sale development and at least fifteen percent (15%) for rental development. Affordable units shall be restricted, regulated and administered consistent with the Borough's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.), Fair Housing Act Regulations (N.J.A.C. 5:99-1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of Article XII, the Affordable Housing of this ordinance.

E. Design Standards.

- 1. Multi-family buildings. The following standards shall be used in the design of multi-family buildings:
 - a. A minimum of one hundred twenty (120) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.
 - b. Access to dwellings shall be designed to provide a sense of safety and security for the residents, particularly in internal stairwells.
 - c. All stairs shall be enclosed in the building.
 - d. The exterior of the building shall be designed to visually break up any facade in excess of one hundred (100) lineal feet through the use of, but not limited to, changes in materials, fenestration, porticos and porches.
 - e. The design should distinguish between the base, middle, and top of the building.
 - f. Where an outdoor living space is proposed, adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways shall be provided. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of five (5) feet in height. Architectural

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elements, such as masonry walls and fences, shall be similar in both style and materials with the dwelling.

- g. All utility meters or boxes, air compressors, heat pumps, or other exterior equipment shall be located at the side or rear of buildings and shall be screened by architectural elements or landscape plantings.
- 2. Townhouses. The following standards shall be used in the design of townhouse and stacked townhouse buildings:
 - a. A minimum of one hundred fifty (150) cubic feet of storage shall be provided for each dwelling, exclusive of kitchen cabinetry.
 - b. The exterior of the building shall be designed to visually break up any facade in excess of one hundred (100) lineal feet through the use of, but not limited to, changes in materials, fenestration, porticos and porches.
 - c. Chimneys, skylights, dormers, and other roof structures are encouraged, but not required, to vary the elevation and provide additional light into the upper story or half story of dwellings.
 - d. Where an outdoor living space is included for a unit, it shall be provided with adequate visual screening from all other neighboring dwellings, outdoor living spaces, parking areas and roadways. Screening may be accomplished with plant materials, masonry structures or wood fencing a minimum of five (5) feet in height. Architectural elements, such as masonry walls and fences, shall be compatible in both style and materials with the dwelling unit.

Section 2. Continuation. In all other respects, the Zoning Ordinance of the Borough of Hightstown shall remain unchanged.

Section 3. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 4. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Borough of Hightstown, then the restriction which imposes the greater limitation shall be enforced.

Section 5. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 6. Enactment. This Ordinance shall take effect upon the filing thereof with the

Borough of Hightstown
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Mercer County Planning Board after final passage, adoption, and publication by the Borough Clerk of the Borough of Hightstown in the manner prescribed by law.

Introduction:

Adoption:

MARGARET RIGGIO
BOROUGH CLERK

SUSAN BLUTH
MAYOR

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, ENTITLED
“TRAFFIC,” TO THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF
HIGHTSTOWN, NEW JERSEY.”**

WHEREAS, the Hightstown Borough Council has determined that amendments are needed to Chapter 7 to the Revised General Ordinances of the Borough of Hightstown.

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

Section 1. That Article 7-1-20 entitled “Through Streets”, is hereby amended to read (deletions are show as ~~cross-outs~~ and additions are shown with underline):

§ 7-1-20. Through streets. [1971 Code § 11-5; Ord. No. 1997-1]

Pursuant to the provisions of N.J.S.A. 39:4-140, the streets or parts of streets described are hereby designated as through streets. Stop signs shall be installed on the near-right side of each street intersecting the through street except where yield signs are provided for in the designation.

Name of Street	Limits
Bank Street	From North Main Street to Academy Street
Center Street	From Morrison Avenue to Stockton Street
Grant Avenue	From Academy Street to its westerly terminus
Hutchinson Street	From Grant Avenue to its northerly terminus
Leshin Lane	From South Main Street to a point 50 feet west of the westerly curblineline of Westerlea Avenue
Mechanic Street	From Bank Street to Wilson Avenue
Morrison Avenue	From the Hightstown Borough - East Windsor Township corporate line to Summit Street (the intersection of Morrison Street and Summit Street is hereby designated as a multi-way stop intersection; stop signs shall be installed on all approaches)
Morrison Avenue	From Summit Street to Academy Street
Outcalt Street	From Morrison Avenue to Rogers Avenue
Park Avenue/Academy Street	From Stockton Street to Hutchinson Street
Rogers Avenue	From Stockton Street to Academy Street (the intersection of Rogers Avenue and Academy Street is hereby designated as a multi-way stop intersection; stop signs shall be installed on all approaches)

<u>Rogers Avenue</u>	From Academy Street to Mercer Street
South Street	From Mercer Street to South Main Street
Summit Street	From Mercer Street to Morrison Avenue (the intersection of Summit Street and Morrison Avenue is hereby designated as a multi-way stop intersection; stop signs shall be installed on all approaches)
	From Morrison Avenue to Stockton Street
Ward Street	From South Main Street to the Hightstown Borough - East Windsor Township corporate line <u>to a point 50 feet west of the westerly curbline of Maxwell Avenue</u>
Wycoff Avenue	From North Main Street to the Hightstown Borough - East Windsor Township corporate line

Section 2. That Section 7-1-21 entitled “Stop Intersections”, is hereby amended to read (deletions are shown with ~~cross-outs~~ and additions are shown with underline):

§ 7-1-21. Stop intersections. [1971 Code § 11-11; Ord. No. 839; Ord. No. 1997-1; Ord. No. 2015-02; Ord. No. 2018-15]

- A. Stop intersections. Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Intersection(s)	Stop Sign(s) On
Academy Street and Morrison Avenue — Railroad Avenue	Morrison Avenue — Railroad Avenue
Dutch Neck Road and Gilman Place	Gilman Place
Grape Run Road and Westerlea Avenue	Westerlea Avenue
Greeley Street and Glen Brook Place	Glen Brook Place
Hagemount Avenue and Rocky Brook Court	Rocky Brook Court
Harron Avenue and Dutch Neck Road	Dutch Neck Road
Leshin Lane and Westerlea Avenue	Leshin Lane
Lincoln Avenue and Hagemount Avenue	Hagemount Avenue
Maxwell Avenue and Clinton Street	Clinton Street
<u>Maxwell Avenue and East Ward Street</u>	<u>Maxwell Avenue and East Ward Street (all directions)</u>
Meadow Drive and Clover Lane	Clover Lane
Morrison Avenue and Harron	Morrison Avenue <u>(all directions)</u>

Morrison Avenue and Center Street	Morrison Avenue <u>(all directions)</u>
Oak Lane and Lincoln Avenue	Lincoln Avenue
Orchard Avenue and Meadow Drive	Meadow Drive
Orchard Avenue and Schuyler Avenue	Schuyler Avenue
Prospect Drive and Bennett Place	Bennett Place
Reed Street and Purdy Street	Purdy Street
Springcrest Avenue and Glen Drive	Glen Drive
Sunset Avenue and Maple Avenue	Maple Avenue
Westerlea Avenue and Springcrest Avenue	Springcrest Avenue
Wilson Avenue and Mechanic Street	Mechanic Street

B. Board of Education property. Pursuant to the provisions of N.J.S.A. 39:4-140, the intersections described are hereby designated as stop intersections on East Windsor Regional Board of Education property in the high school parking lot and shall be enforced by the Hightstown Borough Police Department at the request of the Board of Education pursuant to their meeting of May 14, 2018:

- (1) In the bus loop at the intersection of Leshin Lane and Westerlea Avenue.
- (2) In the exiting lane of the student parking lot at the intersection of Leshin Lane and Westerlea Avenue.

Section 3. Severability. If any sentence, paragraph or section of this Ordinance, or the application thereof to any persons or circumstances shall be adjudged by a court of competent jurisdiction to be invalid, or if by legislative action any sentence, paragraph or section of this Ordinance shall lose its force and effect, such judgment or action shall not affect, impair or void the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon final passage and publication in accordance with the law.

Section 5. Repealer. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Introduced:

Adopted:

MARGARET RIGGIO
BOROUGH CLERK

SUSAN BLUTH
MAYOR



Roberts

ENGINEERING GROUP LLC

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

July 29, 2026

Peggy Riggo, RMC, CMC, QPA, CMR
Borough Clerk
Borough of Hightstown
156 Bank Street
Hightstown, New Jersey 08520
Email: PRiggio@hightstownborough.com

Re: Improvements to Maxwell Avenue
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1805

Dear Peggy,

As you know, Mayor and Council authorized roadway improvements to Maxwell Avenue between the intersections of Monmouth Street and East Ward Street. Prior to construction, the intersection with East Ward Street was a T-Intersection with East Ward Street being a through-way. The improvements include narrowing of the intersection with East Ward Street and converting the intersection into a 3-way stop.

In order to properly document this change and for the Police Department to enforce the modification, Borough Code Sections 7.20 and 7.21 must be updated as follows:

Section 7.20 – Through Streets

The table within Section 7.20 must be amended to show:

Name of Street: Ward Street

Limits: From South Main Street to a point 50 feet west of the westerly curblineline of Maxwell Avenue

Section 7.21 – Stop Intersection

The table within Section 7.21 must be amended to show:

Intersection: Maxwell Avenue and East Ward Street

Stop Sign(s) On: Maxwell Avenue and East Ward Street (all directions)

Changes to “Through Street” designations and “Stop Intersections” may be made pursuant to NJSA 39:4-8(b)(1) which indicates municipalities may establish by ordinance the traffic regulations authorized by N.J.S.A. 39:4-197, including multi-way stop controls under N.J.S.A. 39:4-197(1)(e), without obtaining approval from the Commissioner of Transportation.

Additionally, the Manual on Uniform Traffic Control Devices (MUTCD) Section 2B allows such changes. Specifically, MUTCD Sections 2B.12-03E and 2B12-03-04 allow for an All-Way Stop intersection where there may be left-turn conflicts, where pedestrian and/or bicyclist movements support the installation of all-way stop control, or where engineering judgement dictates the need.

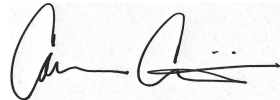
Improvements to Maxwell Avenue
Borough of Hightstown, Mercer County, New Jersey
Our File No.: H1805

As this intersection has been modified to support bicycle and pedestrian traffic, potentially serves school-aged children at the Peddie School, and will likely have modified traffic volumes due to the replacement of the Ward Street Bridge by Mercer County, I certify that the proposed traffic control measures (3-way stop) conform to the requirements of the MUTCD.

I recommend that Borough Code Sections 7.20 and 7.21 be amended as outlined above.

Should you require anything in addition, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cameron Corini', is written over a light gray rectangular background.

Cameron Corini, PE, CME, CPWM
Borough Engineer

cc: Mayor and Council
John Francis Roman, Borough Administrator
Mairead Thompson, Borough Assistant Business Administrator
Chief Frank Gendron, Borough Police Department
Ken Lewis, Borough Superintendent of Public Works
Jonathan Cohen, Esq., Borough Attorney
Justin Streleckis, PE, Roberts Engineering Group, LLC

Borough of Hightstown
County of Mercer

Ordinance 2026-16

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN
AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW
JERSEY, APPROPRIATING \$437,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$332,450 BONDS OR NOTES OF THE BOROUGH TO FINANCE
PART OF THE COST THEREOF.**

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"), as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$437,000, including the aggregate sum of \$17,550 as the several down payments for the improvements or purposes required by the Local Bond Law and \$87,000 from Capital Surplus. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments and Capital Surplus, negotiable bonds are hereby authorized to be issued in the principal amount of \$332,450 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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

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

<u>Purpose</u>	<u>Appropriation & Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds & Notes</u>	<u>Period of Usefulness</u>
a) <u>Municipal Clerk</u> Digitization of records, including all related costs and expenditures incidental thereto.	\$50,000	\$47,500	15 years
b) <u>Police Department</u> Acquisition of a patrol SUV, including all related costs and expenditures incidental thereto.	\$67,000	\$63,600	5 years
c) <u>Fire Department</u> Acquisition of personal protective equipment and electrical equipment upgrades, including all related costs and expenditures incidental thereto.	\$55,000	\$52,250	5 years
d) <u>Office of Emergency Management</u> 1) Equipment upgrades for the Emergency Operations Center, including all related costs and expenditures incidental thereto.	\$5,000 (Includes \$5,000 from Capital Surplus)	\$0	N/A
2) Acquisition of a vehicle for the Office of Emergency Management, including all related costs and expenditures incidental thereto.	\$28,000	\$26,600	5 years

Borough of Hightstown
County of Mercer

Ordinance 2026-16

e) Buildings and Grounds - Recreation

1) Acquisition of an EZ Dock at Peddie Lake, including all related costs and expenditures incidental thereto.	\$150,000	\$142,500	20 years
2) Various park improvements, including but not limited to garbage cans, benches, and trees, including all related costs and expenditures incidental thereto.	\$30,000 (Includes \$30,000 from Capital Surplus)	\$0	N/A
3) Improvements to Borough Hall roof, including all related costs and expenditures incidental thereto.	\$12,000 (Includes \$12,000 from Capital Surplus)	\$0	N/A

f) Redevelopment Projects

Preliminary expenses in connection with one or more redevelopment projects, including all related costs and expenditures incidental thereto.	<u>\$40,000</u> (Includes \$40,000 from Capital Surplus)	<u>\$0</u>	N/A
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Total	<u>\$437,000</u>	<u>\$332,450</u>	
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Except for the application of Capital Surplus as set forth above, the excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear

Borough of Hightstown
County of Mercer

Ordinance 2026-16

interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

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

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

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Borough may lawfully

Borough of Hightstown
County of Mercer

Ordinance 2026-16

undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 12.86 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$332,450, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$66,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. The

Borough of Hightstown
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Ordinance 2026-16

Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

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

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

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance.

Borough of Hightstown
County of Mercer

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The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

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

Introduction:

Adopted:

Margaret Riggio
Borough Clerk

Susan Bluth
Mayor

Borough of Hightstown
County of Mercer

Ordinance 2026-17

BOND ORDINANCE PROVIDING FOR VARIOUS WATER-SEWER UTILITY IMPROVEMENTS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$63,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$59,850 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Hightstown, in the County of Mercer, New Jersey (the "Borough"). For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$63,000, said sum including the sum of \$3,150 as the down payment for the improvement or purpose, which down payment is now available therefor by virtue of provision for down payment or for capital improvement purposes in the capital improvement fund of the Borough. Although no down payment is required by the Local Bond Law for the purpose authorized herein, which purpose is deemed self-liquidating, the Borough has determined to provide the down payment set forth above. The bonds and bond anticipation notes authorized herein are deductible from the gross debt of the Borough, as more fully explained in Section 6(e) of this bond ordinance.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$59,850 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Borough of Hightstown
County of Mercer

Ordinance 2026-17

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is various water-sewer utility improvements, including but not limited to security entry gates, blower, penn valley pump, and the acquisition of lab equipment, including all related costs and expenditures necessary therefor and incidental thereto.

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

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

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

Borough of Hightstown
County of Mercer

Ordinance 2026-17

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

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

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

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a self-liquidating purpose of a municipal public utility. No part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

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

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$59,850, but that the net debt of the Borough determined as

Borough of Hightstown
County of Mercer

Ordinance 2026-17

provided in the Local Bond Law is not increased by this bond ordinance. The obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$3,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

(e) This bond ordinance authorizes obligations of the Borough solely for purposes described in N.J.S.A. 40A:2-7(h). The obligations authorized herein are to be issued for a purpose that is deemed to be self-liquidating pursuant to N.J.S.A. 40A:2-47(a) and are deductible from the gross debt of the Borough pursuant to N.J.S.A. 40A:2-44(c).

Section 7. The Borough hereby makes the following covenants and declarations with respect to obligations determined to be issued by the chief financial officer on a tax-exempt basis. The Borough hereby covenants that it will comply with any conditions subsequent imposed by the Internal Revenue Code of 1986, as amended (the "Code"), in order to preserve the exemption from taxation of interest on the obligations, including, if necessary, the requirement to rebate all net investment earnings on the gross proceeds above the yield on the obligations. The chief financial officer is hereby authorized to act on behalf of the Borough to deem the obligations authorized herein as bank-qualified for the purposes of Section 265 of the Code, when appropriate. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the cost of the purpose described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations §1.150-2 or any successor provisions of federal income tax law.

Borough of Hightstown
County of Mercer

Ordinance 2026-17

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

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

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

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

Borough of Hightstown
County of Mercer

Ordinance 2026-17

Introduction:

Adopted:

Margaret Riggio
Borough Clerk

Susan Bluth
Mayor

Borough of Hightstown
County of Mercer

Resolution 2026-171

**A RESOLUTION AUTHORIZING THE MAYOR AND BOROUGH CLERK TO
EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR SOLID WASTE
DUMPSTER SERVICE WITH WASTE MANAGEMENT OF NEW JERSEY, LLC**

WHEREAS, the Borough of Hightstown entered into an Agreement for Solid Waste Dumpster Service with Waste Management of New Jersey, LLC, dated June 2, 2025, for the term August 1, 2025, through July 31, 2030, for the collection and disposal of solid waste and recyclable materials; and

WHEREAS, the Borough has determined that additional dumpster capacity is needed at the Municipal Parking Lot located on Railroad Avenue; and

WHEREAS, Amendment No. 1 to the Agreement provides for the replacement of two (2) 8-yard trash dumpsters and two (2) 8-yard recycling dumpsters with two (2) 10-yard trash dumpsters and two (2) 10-yard recycling dumpsters at the Municipal Parking Lot – Railroad Avenue; and

WHEREAS, the replacement dumpsters will result in an additional cost of Nine Hundred Fourteen Dollars (\$914.00) per month and revise the annual contract amounts for the remaining term of the Agreement as follows; year two \$64,649.00; year three \$67,881.00; year four \$72,275.00; year five \$74,839.00; and

WHEREAS, Borough Council has reviewed Amendment No. 1 and finds that it is in the best interest of the Borough to authorize its execution; and

WHEREAS, the Chief Financial Officer has certified that there are funds available for the remainder of 2026 in appropriation line 6-01-26-305-001-029; and

WHEREAS, funds for the continuation of this contract for subsequent years shall be made available in the appropriate year's budget; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown, County of Mercer, State of New Jersey, that the Mayor and Borough Clerk are hereby authorized and directed to execute Amendment No. 1 to the Agreement for Solid Waste Dumpster Service with Waste Management of New Jersey, LLC, in substantially the form presented to Borough Council.

BE IT FURTHER RESOLVED that the Borough Clerk is authorized to take all actions necessary to effectuate the intent and purpose of this Resolution.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on August 3, 2026.

Margaret Riggio, Borough Clerk

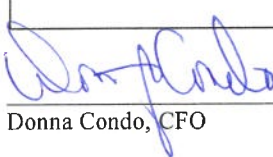
Borough of Hightstown
County of Mercer

Resolution 2026-171

CERTIFICATION OF FUNDS

I, Donna Condo, CFO of the Borough of Hightstown, certify availability of funds as follows:

Account #	Appropriation Title	Amount
6-01-26-305-001-029	Contract Dumpsters	\$4,580

 7/31/26
Donna Condo, CFO DATE

**AMENDMENT NO. 1 TO THE AGREEMENT FOR SOLID WASTE
DUMPSTER SERVICE**

This Amendment No. 1 ("Amendment") is made this ____ day of _____, 2026, by and between the BOROUGH OF HIGHTSTOWN, a municipal corporation of the State of New Jersey, with offices located at 156 Bank Street, Hightstown, New Jersey 08520 ("Borough"), and Waste Management of New Jersey, LLC, 100 Brandywine Boulevard, Suite 300, Newtown, Pennsylvania 18940 ("Contractor").

WHEREAS, The Borough and the Contractor entered into an Agreement for Solid Waste Dumpster Service dated June 2, 2025, for a contract term commencing August 1, 2025, through July 31, 2030; and

WHEREAS, the parties desire to amend the Agreement to increase the size of certain dumpsters located at the Municipal Parking Lot on Railroad Avenue and adjust the contract price accordingly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Amendment to Scope of Services

The Contract is hereby amended to replace the following equipment at the Municipal Parking Lot – Railroad Avenue:

- **Remove:**
 - Two (2) 8-yard trash dumpsters
 - Two (2) 8-yard recycling dumpsters
- **Replace with:**
 - Two (2) 10-yard trash dumpsters
 - Two (2) 10-yard recycling dumpsters

2. Contract Price

The monthly cost associated with the replacement dumpsters shall increase by Nine Hundred Fourteen Dollars (\$914.00) per month.

As a result, the annual contract amounts for the remainder of the Agreement are amended as follows:

Contract Year Annual Contract Amount

Year 2	\$64,649.00
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Contract Year Annual Contract Amount

Year 3	\$67,881.00
Year 4	\$72,275.00
Year 5	\$74,839.00

3. Ratification

Except as expressly modified by this Amendment, all other terms, conditions, covenants, and provisions of the Agreement dated June 2, 2025, shall remain in full force and effect and are hereby ratified and confirmed.

4. Effective Date

This Amendment shall become effective upon execution by both parties and approval by the Borough Council.

IN WITNESS WHEREOF, The parties have executed this Amendment No. 1 as of the date first written above.

ATTEST:

BOROUGH OF HIGHTSTOWN

MARGARET RIGGIO, RMC/CMC
BOROUGH CLERK

SUSAN BLUTH
MAYOR

ATTEST:

WASTE MANAGEMENT OF NJ, INC.



Waste Management of New Jersey, Inc.
100 Brandywine Blvd Suite 300
Newtown, Pa 18940

July 20, 2026

John Francis Roman
Business Administrator
Hightstown Borough
156 Bank Street
Hightstown, NJ 08520

John:

We agree that the location is under-serviced. This is a good move to remedy that. The quote reflects an increase in the size of all containers from an 8-yard to a 10-yard dumpster. This is a formal quote, the pricing for each line-item was prorated against the original bid proposal. Can we please send an amendment to the bid, that requests the upgrade of the cans, at the pricing quoted here.

Pricing for Increase in Service upgrading to 10-yard Dumpsters					
	Comodity	Quantity	Size	Frequency	Monthl Price
Rail Road Ave & Rodgers Ave Hightstown, NJ 08520	Trash	2	10 FL	5	\$2,476.49
	Recycle	2	10 FY	5	\$1,366.23

Should you have any questions, please contact me directly.

LARRY LAPIDUS
Public Sector Representative
Waste Management Public Sector Solutions
llapidus@wm.com

C: 609.352.8362
F: 609.861.3162
326 Scott Ave
Woodbine, NJ 08270

Borough of Hightstown
County of Mercer

Resolution 2026-172

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL
SERVICES AGREEMENT FOR REGIONAL ANIMAL CONTROL
SERVICES 2025-2026**

WHEREAS, the existing contract for Regional Animal Control among Manalapan Township (lead agency), Freehold Township, Hightstown Borough, Jamesburg Borough, Millstone Township and Roosevelt Borough expires on December 31, 2026; and

WHEREAS, Manalapan Township, as the lead agency, prepared an Agreement for a term commencing January 1, 2027, and ending on December 31, 2028; and

WHEREAS, this Agreement will be entered into pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et.seq; and

WHEREAS, funds will be made available in the 2027 and 2028 budgets; and

WHEREAS, a copy of this Agreement shall be on file in the Borough Clerk's Office and available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Hightstown that the Mayor and Borough Clerk are hereby authorized to execute the aforementioned Shared Services Agreement for Regional Animal Control Services with the Township of Manalapan.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the each of the following:

1. Manalapan Township Administrator
2. Donna Condo, Hightstown Borough CFO
3. Mickie O'Connor, Hightstown Borough Deputy CFO
4. Municipal Clerks of Manalapan Township, Freehold Township, Jamesburg Borough and Roosevelt Borough

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 August 3, 2026.

Margaret Riggio, Borough Clerk

Hightstown Borough Council
August 3, 2026 Meeting

Township of Manalapan

ADMINISTRATION

35

120 Route 522 • Manalapan, NJ 07726 • 732-446-8308 • Fax 732-446-9615

Website: www.mtnj.org

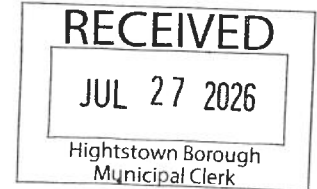
Mayor
JACK MCNABOE

Deputy Mayor
SUSAN COHEN

Township Committee
MARY ANN MUSICH
ERIC NELSON
ROBERT GREGOWICZ



Township Administrator
TARA L. LOVRICH



July 15, 2026

Freehold Township Health Department
1 Municipal Plaza
Freehold, NJ 07728

Millstone Township Clerk's Office
470 Stagecoach Road
Millstone, NJ 08510

Hightstown Borough Clerk's Office
156 Bank Street
Hightstown, NJ 08520

Roosevelt Township Clerk's Office
P.O. Box 128
Roosevelt, NJ 08555

Jamesburg Borough Clerk's Office
131 Perrineville Road
Jamesburg, NJ 08831

RE: Shared Service Agreement for Regional Animal Control Services 2025-2026

Dear Recipients,

The Shared Service Agreement for Western Monmouth Animal Control Services is once again up for renewal for a 2 year contract term beginning January 1, 2027 thru December 31, 2028. Enclosed you will find a new contract for your review and consideration. The contract language has not changed. Note that Schedule A and Schedule B have been revised for contract year 2027.

Page 2
Manalapan Township

I am available should you have any questions or concerns with the renewal.

Thank you for being a part of the Manalapan Township/Western Monmouth Animal Control Program.

Very truly yours,



Renee Garrigana
Assistant Administrator

enclosure

cc: Tara Lovrich, Administrator

**SHARED SERVICE AGREEMENT
FOR ANIMAL CONTROL SERVICES**

THIS SHARED SERVICE AGREEMENT entered into this ____ day of _____,
202____.

By and Between: The Township of Manalapan, County of Monmouth, State of New Jersey, hereinafter referred to as "Provider";

And The Township of Freehold in the County of Monmouth, State of New Jersey, and

The Borough of Hightstown in the County of Mercer, State of New Jersey, and

The Borough of Jamesburg in the County of Middlesex, State of New Jersey, and

The Township of Millstone in the County of Monmouth, State of New Jersey, and

The Borough of Roosevelt in the County of Monmouth, State of New Jersey, hereafter referred to as "Recipient".

WHEREAS, Provider and recipients, pursuant to NJSA 40A:65-1, desire to contract for and agree upon furnishing by Provider to Recipients certain services of technical and professional nature for the control of dogs and other animals within the territorial boundaries of the contracting municipalities pursuant to local ordinances as revised and amended from time to time.

NOW, THEREFORE, BE IT AGREED, by and between the parties hereto as follows:

1. Recipients hereby designate the Animal Control employee(s) of the Provider as their general agent for the enforcement of their ordinances concerning the control of dogs and other animals within their territorial boundary and in accordance with the applicable laws of the State of New Jersey during the term of this Agreement.
2. The Provider agrees to employ certified Animal Control Officers together with such administrative and clerical help as may be necessary to carry out within

the territorial boundaries of Provider and Recipients, the activities of Animal Control as required by law. Said Animal Control Officer(s) shall respond to calls for service from the each of the Recipients within a reasonable time. In the event two or more calls are received simultaneously, the Animal Control Officer on duty shall use his/her best judgment and make a decision as to which request has priority based upon his/her understanding and evaluation of the circumstances involved and each particular request and emergency nature of each.

3. The Animal Control Officers shall have authority to seize, capture, and impound dogs and other animals running at large within the territorial boundaries of Provider and Recipients, to collect and remove dead dogs and cats and dispose of same; to conduct investigations and/or supervise personnel in the making of investigations and inform the appropriate Recipient regarding violations of statutes or ordinances related to dog and to other animal control regulations, to assist Recipient's attorney in obtaining compliance with the law, and shall attend regular and special meetings of Recipients when requested. Said Animal Control Officer(s) shall have the power to issue violation notices and summonses for violations of the law on behalf of Provider and Recipients.
4. The Animal Control Officers shall render services to the Recipients during normal working hours of the Provider. The Animal Control Officers will not be called upon by Recipients to render ordinary services or to pick up dead animals or animals being held in captivity, which can be picked up the next day, after normal working hours, except in cases of emergency. Cases of emergency shall be defined to mean those situations involving risk to human life and/or animal life (e.g. bite cases, injured animals, trapped animals, etc.) Each Recipient shall so advise all police personnel, dispatchers, and health officials of said stated policy.
5. All license fees, permit fees and other fees otherwise due to Recipient shall be collected by Recipient, or such other agency of the Recipient municipality as may be authorized by law to collect same.
6. The Provider shall furnish each Recipient with a written report of Animal Control activities once a month. Such report shall itemize all services rendered by the Animal Control Officers under the terms of this Agreement and shall make such suggestions for improvements or changes as may be advisable in the opinion of the Animal Control Officer.
7. The Provider and each Recipient shall pass, amend or supplement their local ordinances to provide for payment of an administrative fee by the owner of

any dog or other animal redeemed from the shelter by said Owner. Said Owner should be permitted ten days to pay after receiving notice of said fees from administrative fees and shelter fees, or the Animal Control Officer shall issue a summons to the animal's owner returnable in Municipal Court of the municipality having jurisdiction.

8. The Animal Control Officer shall transport all captured, seized or impounded dogs or other animals, whether alive or dead, to the place or facility designated by the Provider as the depository for all such animals when the animal's owner cannot be easily ascertained and located. Currently the Monmouth County SPCA facility in Eatontown, NJ is designated as the authorized depository for live dogs and cats. Once an animal is claimed from the designated depository, each Recipient is responsible to collect their own redemption/administration fee and shelter cost. Deceased dogs are taken to vets for holding.
9. In consideration for the faithful performance by Provider of its obligations hereunder, each Recipient covenants and agrees to pay Provider a sum equal to the annual compensation of the Animal Control Officer, multiplied by a fraction, the numerator of which is the population of the Recipient and the denominator is the total population of the geographical area served by the said Animal Control Officer (including the population of both Provider and Recipients) as established by the most recent census, payable in advance in quarterly installment together with a pro rata share of the expenses of maintaining such Animal Control Officer as evidenced in Schedule "A" and Schedule "B" (including but not limited to, employer's share of social security, pension, and other costs related to employment together with mileage [if paid by Provider to Animal Control Officer], vehicle leasing or other transportation expenses, uniforms, supplies, telephone, insurance, kennel or veterinarian, etc.).
10. This Agreement is subject to a minimum annual fee based on the population of the Recipient as defined in Schedule "B". The initial estimated Animal Control costs for the calendar year 2027 are set forth in Schedule "A" and the cost per town in Schedule "B". These costs may be revised annually by the Provider based upon actual costs and expenses incurred and projected increases. Notice of increases in costs to Recipients shall be forwarded to each Recipient by June 1st of the year prior to said increases becoming effective.
11. Monmouth County SPCA shelter services are not including in Schedule "A". Provider will pay monthly shelter service fees on behalf of Recipient. Recipient then agrees to reimburse Provider for shelter services upon receipt of an itemized invoice and MC SPCA report for shelter services from Provider on a monthly basis.

12. In order to unify and facilitate solution of common problems, the Provider and Recipient(s) shall have a joint meeting of designated representatives with the Animal Control Officer as necessary at the request of Provider or Recipient(s). Joint discussions will cover mutual problems and needs, objectives, methods of attaining objectives and an evaluation of accomplishments. A copy of the recorded minutes of such meetings shall be sent to the governing body of each participating municipality within 30 days of the date of the meeting.
13. It is understood and agreed by and between the parties hereto that this Agreement shall become effective on the 1st day of January 2027, or as soon thereafter as the conditions have been met, and that it shall terminate on the 31st day of December 2028.
14. After the initial contract period, any party may withdraw from this Agreement providing written notice at least 6 months prior to the proposed withdrawal date by way of a certified Resolution to the Provider and the Commissioner of the New Jersey Department of Community Affairs.
15. This Agreement presupposes the employment of an Animal Control Officer by Provider. In the event an Animal Control Officer is not employed by Provider prior to the effective date hereof, or if the position of Animal Control Officer shall be vacant for a period of more than 10 days at any time during the term of this agreement, or any removal thereof, Recipients shall be entitled to receive a pro rata refund of their share of the salary of such Animal Control Officer for the time no coverage for the functions to be performed by the Animal Control Officer was not provided by the Provider.
16. This Agreement does not provide services to Recipients for Trap Neuter Release Programs, Trap Neuter Return Programs or Trap Neuter Vet Return Programs.
17. This Agreement shall be filed by the Provider to the Commissioner of the New Jersey Department of Community Affairs.

IN WITNESS WHEREOF, each party has caused its authorized officials to sign and seal this agreement on the date indicated.

ATTEST:

TOWNSHIP OF MANALAPAN

Shari Rose, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST:

TOWNSHIP OF FREEHOLD

Sanabel Abouzeina, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST:

BOROUGH OF HIGHTSTOWN

Peggy Riggio, Borough Clerk

By: _____, Mayor

Dated: _____

ATTEST:

BOROUGH OF JAMESBURG

Susan Boulogne, Borough Clerk

By: _____, Mayor

ATTEST:

TOWNSHIP OF MILLSTONE

Kathleen Hart, Township Clerk

By: _____, Mayor

Dated: _____

ATTEST:

BOROUGH OF ROOSEVELT

Kathleen Hart, Borough Clerk

By: _____, Mayor

Dated: _____

WESTERN MONMOUTH ANIMAL CONTROL
ANNUAL ANIMAL CONTROL COSTS
SCHEDULE "A"
2027

SALARIES	\$104,916.00
BENEFITS	\$ 88,367.00
VEHICLE MAINTENANCE	\$ 7,572.00
FUEL	\$ 16,765.00
EQUIPMENT	\$ 8,115.00
UNIFORMS	\$ 3,245.00
VETERINARIAN	\$ 12,980.00
ADMINISTRATION	\$ 21,635.00
EMERGENCY SERVICES	\$ 48,675.00
INSURANCE	\$ 5,410.00
TOTAL	\$317,680.00

WESTERN MONMOUTH ANIMAL CONTROL
ESTIMATED ANNUAL COST - PER TOWN
SCHEDULE "B"
2027

<u>TOWNSHIP</u>	<u>POPULATION*</u>	<u>COST/COMMUNITY</u>
Manalapan Twp	40,877	\$125,291.00
Freehold Twp	35,596	\$106,557.00
Millstone Twp	10,379	\$ 31,740.00
Hightstown Boro	5,871	\$ 20,592.00
Roosevelt Boro	810	\$ 13,000.00
Jamesburg Boro	5,731	\$ 20,592.00

*2021 estimated census

Borough of Hightstown
County of Mercer

Resolution 2026-173

**APPROVING CHANGE ORDER NO. 3 FOR THE MAXWELL AVENUE
IMPROVEMENT PROJECT – EARLE ASPHALT**

WHEREAS, the Borough of Hightstown previously awarded a contract for Improvements to Maxwell Avenue to Earle Asphalt, of Farmingdale, New Jersey, in the original contract amount of \$1,698,413.13, as set forth in Resolution 2025-161, adopted August 18, 2025; and

WHEREAS, the contractor has submitted Change Order No. 3 which includes, no-cost time extension to the substantial completion date of June 25, 2026, additional quantities for completed work, as a result of existing conditions and reduction in quantities following completion of work items.

WHEREAS, the Borough Engineer has reviewed and recommended approval of Change Order No. 3.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown, in the County of Mercer and State of New Jersey, Change Order No. 3 to the contract with Earle Asphalt for Improvements to Maxwell Avenue is hereby approved as detailed 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 August 3, 2026.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2026-174

**APPROVING PAYMENT NO. 5 TO EARLE ASPHALT COMPANY FOR
IMPROVEMENTS TO MAXWELL AVENUE**

WHEREAS, the Borough of Hightstown awarded a contract for Improvements to Maxwell Avenue to Earle Asphalt Company, of Farmingdale, New Jersey, in the original contract amount of \$1,698,413.13, as set forth in Resolution 2025-161 adopted August 18, 2025; and

WHEREAS, the contractor has submitted Payment No. 5 partial payment through June 25, 2026, and

WHEREAS, the Borough Engineer recommends Payment No. 5 in the total amount of \$598,242.57 with the payment funded \$585,257.57 from the Capital Fund, \$4,753.00 from the Water Fund and \$8,232.00 from the Sewer Fund.

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

1. Payment No. 5 to Earle Asphalt Company for the Improvements to Maxwell Avenue project is hereby approved in the amount of \$598,242.57.
2. Payment No. 6 shall be charged as follows: 585,257.57 from the Capital Fund, \$4,753.00 from the Water Fund and \$8,232.00 from the Sewer Fund
3. The Chief Financial Officer is authorized and directed to process the payment in accordance with applicable law and Borough procedures.

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 August 3, 2026.

Margaret Riggio, Borough Clerk



Roberts
ENGINEERING GROUP LLC

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

MEMORANDUM

TO: Mayor and Council
Borough of Hightstown

FROM: Cameron Corini, PE, CME, CPWM 
Borough Engineer

DATE: July 17, 2026

RE: Improvements to Maxwell Avenue
Payment No. 5 and Change Order No. 3
Our File No.: H1805

Enclosed with this letter, please find the following:

1. Payment No. 5
2. Invoice No. 5
3. NJDEP Contract Modification No. 3
4. NJDOT Change Order Number 3
5. Certified Payrolls
6. Monthly Project Workforce Reports

Attached please find Payment No. 5, which is a partial payment through June 25, 2026, for uniform traffic director; construction signs; inlet filters; tree and stump removal; storm inlet frames, grates and curb pieces; storm manhole frame and cover; 6" HDPE Storm Pipe; sanitary manhole frame and cover; trench restoration; concrete vertical curb; concrete sidewalk; HMA driveway; stone driveway; brick paver driveway; HMA milling, tack coat, HMA surface course, HMA leveling course, HMA base course, select fill, regulatory signs, traffic markings, traffic striping, and topsoiling.

The project is substantially complete with restoration, landscaping, and general punch list work outstanding. We expect that the final contract amount will be under budget.

Also attached are the NJDEP and NJDOT forms for Change Order No. 3 which includes the following:

- No-cost time extension to the substantial completion date of June 25, 2026.
- Additional quantities for completed work, as a result of existing conditions.
- Reduction in quantities following completion of work items.

Improvements to Maxwell Avenue
Payment No. 5 and Change Order No. 3
Our File No.: H1805
Page 2 of 2

The following is a comparison of original contract amount and modified costs after Change Order 3:

	Original Contract:	Change Order 3 Amount:	Modified Cost:
Transportation ("NJDOT share")	\$879,382.22	\$1,637.14	\$881,694.36
Water ("NJIB share")	\$757,130.91	\$0.00	\$738,575.84
Sewer ("Borough share")	\$61,900.00	-\$2,000.00	\$59,900.00
Total	\$1,698,413.13	-\$362.86	\$1,680,169.20

I recommend payment be made to Earle Asphalt Company in the amount of \$598,242.57.

The total recommended amount of \$598,242.57 is funded as follows:

Capital Fund:	\$585,257.57
Water Fund:	\$4,753.00
Sewer Fund:	\$8,232.00

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

cc: John Francis Roman, Borough Administrator
Peggy Riggio, RMC, CMR, Borough Clerk
Mairead Thompson, Assistant Borough Administrator
Donna Condo, Borough CFO
Bill Mead, Earle Asphalt Company
Mike Corsi, Earle Asphalt Company
Tyler Becht, Earle Asphalt Company
Edward Manganiello, Earle Asphalt Company
Justin Streleckis, PE, Roberts Engineering Group, LLC
Jonathan Buckley, Roberts Engineering Group, LLC
Giovanni Zangrilli, Roberts Engineering Group, LLC
Peter Zangrilli, Roberts Engineering Group, LLC



Roberts
ENGINEERING GROUP LLC
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Hightstown Borough Council
August 3, 2026
Hightstown Borough Council
August 3, 2026 Meeting

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

PAYMENT No. 5
IMPROVEMENTS TO MAXWELL AVENUE
Borough of Hightstown, Mercer County, New Jersey
July 15, 2026
File No.: H1805

Item No.	Description	Units	Contract Quantity	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
1	Mobilization	LS	1.00	1.00	0.00	\$60,000.00	\$60,000.00
2	Clearing Site	LS	1.00	1.00	0.00	\$133,000.00	\$133,000.00
3	Project Video	LS	1.00	0.00	0.00	\$1,500.00	\$0.00
4	Traffic Director, Flagger	HOURL	160.00	0.00	0.00	\$90.00	\$0.00
5	Uniform Traffic Director	HOURL	753.98	753.98	256.00	\$140.00	\$105,557.34
6	Drums	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
7	Traffic Cones	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
8	Breakaway Barricade	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
9	Construction Sign 'B' (60"x30")	UNIT	3.00	3.00	3.00	\$500.00	\$1,500.00
10	Construction Sign 'C' (72"x60")	UNIT	4.00	4.00	0.00	\$1,000.00	\$4,000.00
11	Construction Sign 'D' (24"x18")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
12	Construction Sign 'E' (24"x18")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
13	Construction Sign 'F' (24"x18")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
14	Construction Sign 'G' (30"x18")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
15	Construction Sign 'H' (30"x18")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
16	Construction Sign 'I' (30"x18")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
17	Construction Sign 'J' (24"x24")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
18	Construction Sign 'K' (24"x24")	UNIT	0.00	0.00	0.00	\$0.01	\$0.00
19	Construction Sign 'L' (48"x48")	UNIT	1.00	1.00	0.00	\$500.00	\$500.00
20	Inlet Filter, Type 2	UNIT	8.00	8.00	8.00	\$150.00	\$1,200.00
21	Excavation, Test Pit	CY	550.00	165.00	0.00	\$25.00	\$4,125.00
22	Stump Removal	UNIT	2.00	2.00	2.00	\$650.00	\$1,300.00
23	Tree Removal, Over 6" to 12" Diameter	UNIT	6.00	6.00	6.00	\$750.00	\$4,500.00
24	Tree Removal, Over 18" to 24" Diameter	UNIT	3.00	3.00	3.00	\$1,125.00	\$3,375.00
25	Tree Removal, Over 30" to 36" Diameter	UNIT	1.00	1.00	1.00	\$1,500.00	\$1,500.00
26	Tree Planting, 2" Cal.	UNIT	10.00	0.00	0.00	\$500.00	\$0.00
27	Type 'B' Inlet with Bicycle Safe Frame and Grate	UNIT	3.00	3.00	3.00	\$6,000.00	\$18,000.00
28	Type 'E' Inlet with Bicycle Safe Frame and Grate	UNIT	0.00	0.00	0.00	\$5,900.00	\$0.00
29	Bicycle Safe Frame and Grate, Type 'B'	UNIT	6.00	2.00	2.00	\$425.00	\$850.00
30	10" Type 'N' Eco Curb Piece	UNIT	6.00	0.00	0.00	\$675.00	\$0.00
31	8" Type 'N' Eco Curb Piece	UNIT	4.00	4.00	2.00	\$675.00	\$2,700.00
32	4" Type 'N' Eco Curb Piece	UNIT	3.00	0.00	0.00	\$675.00	\$0.00
33	Manhole Frame and Cover, Storm	UNIT	1.00	1.00	1.00	\$1,050.00	\$1,050.00
34	6" HDPE Storm Pipe	LF	725.00	725.00	725.00	\$85.00	\$61,625.00
35	Connect to Existing Inlet	UNIT	1.00	1.00	1.00	\$2,150.00	\$2,150.00
36	8" HDPE Water Main	LF	1,164.00	1,164.00	0.00	\$290.50	\$338,142.00
37	1" Type K Copper Water Service	LF	474.00	460.00	0.00	\$12.50	\$5,750.00
38	3/4" Type K Copper Water Service	LF	436.00	436.00	0.00	\$40.00	\$17,440.00
39	Curb Valve and Box	UNIT	24.00	24.00	0.00	\$3,500.00	\$84,000.00
40	Fire Hydrant Assembly, Complete	UNIT	4.00	4.00	0.00	\$12,500.00	\$50,000.00
41	6" Wet Tap and Valve	UNIT	1.00	1.00	0.00	\$12,500.00	\$12,500.00
42	8"x8" Cut-In Tee	UNIT	0.00	0.00	0.00	\$7,500.00	\$0.00
43	8" Gate Valve	UNIT	3.00	3.00	0.00	\$4,000.00	\$12,000.00
44	8" Insertion Valve	UNIT	1.00	1.00	0.00	\$15,000.00	\$15,000.00
45	6" Insertion Valve	UNIT	2.00	2.00	0.00	\$12,403.41	\$24,806.82
46	8"x6" Reducer	UNIT	1.00	1.00	0.00	\$635.00	\$635.00
47	6" Cap	UNIT	4.00	4.00	0.00	\$500.00	\$2,000.00
48	8"x8"x6" Tee	UNIT	2.00	2.00	0.00	\$1,250.00	\$2,500.00
49	Permanent Trench Restoration	LF	35.00	35.00	35.00	\$85.00	\$2,975.00
50	Permanent Trench Restoration	LF	25.00	25.00	25.00	\$75.00	\$1,875.00
51	Remove and Fill Existing Manhole	UNIT	1.00	0.00	0.00	\$2,500.00	\$0.00
52	4' Dimater Precast Manhole with Frame and Cover, Sanitary Sewer	UNIT	3.00	2.00	0.00	\$10,500.00	\$21,000.00
53	Manhole Frame and Cover, Sanitary	UNIT	8.00	8.00	8.00	\$1,050.00	\$8,400.00
54	8" PVC Sanitary Sewer Main	LF	25.00	0.00	0.00	\$350.00	\$0.00
55	Concrete Encasement	LF	25.00	0.00	0.00	\$20.00	\$0.00
56	Connect to Existing Manhole	UNIT	0.00	0.00	0.00	\$2,000.00	\$0.00
57	6"x8"x18" Concrete Vertical Curb	LF	2,205.00	1,952.00	1,536.00	\$55.00	\$107,360.00
58	8"x9"x18" Concrete Vertical Curb	LF	75.00	75.00	75.00	\$60.00	\$4,500.00
59	8"x10"x36" Concrete Vertical Curb	LF	85.00	70.00	70.00	\$135.00	\$9,450.00
60	Brick Paver Sidewalk	SY	5.00	5.00	5.00	\$200.00	\$1,000.00
61	Concrete Sidewalk, 4" Thick	SY	690.00	690.00	669.00	\$100.00	\$69,000.00
62	Reinforced Concrete Sidewalk, 6" Thick	SY	315.70	315.70	285.70	\$140.00	\$44,198.00
63	Hot Mix Asphalt Driveway, 2" Thick	SY	300.60	300.60	300.60	\$65.00	\$19,539.00



Roberts
ENGINEERING GROUP LLC
Women Business Enterprise Certified

Hightstown Borough Council
August 3, 2026 Meeting

August 3, 2026

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

Item No.	Description	Units	Contract Quantity	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
64	Stone Driveway	SY	100.00	65.40	65.40	\$35.00	\$2,289.00
65	Brick Paver Driveway	SY	1.00	1.00	0.00	\$200.00	\$200.00
66	Detectable Warning Surface	SY	9.30	9.30	6.30	\$400.00	\$3,720.00
67	Excavation, Unclassified, 12" Depth or Less	SY	200.00	200.00	200.00	\$20.00	\$4,000.00
68	Pavement Milling, 3" or Less	SY	6,977.00	6,977.00	6,977.00	\$9.88	\$68,932.76
69	HMA Pavement Repair	SY	92.00	92.00	92.00	\$30.00	\$2,760.00
70	Tack Coat	GAL	520.00	520.00	520.00	\$0.01	\$5.20
71	Hot Mix Asphalt Surface Course 9.5M64, 2" Thick	TON	890.00	890.00	890.00	\$115.00	\$102,350.00
72	Hot Mix Asphalt Leveling Course 9.5M64, Variable Thickness	TON	64.46	64.46	64.46	\$50.00	\$3,223.00
73	Hot Mix Asphalt Base Course 19M64, 6" Thick	TON	0.00	0.00	0.00	\$110.00	\$0.00
74	Select Fill	CY	70.00	70.00	70.00	\$15.00	\$1,050.00
75	Compacted Dense Graded Aggregate, 6" Thick	SY	130.00	0.00	0.00	\$15.00	\$0.00
76	1-1/2" Clean Stone, If & Where Directed	CY	50.00	0.00	0.00	\$30.00	\$0.00
77	30"x30" Regulatory Sign, R1-1 'Stop'	UNIT	5.00	3.00	3.00	\$280.00	\$840.00
78	18"x6" Regulatory Plaque, R1-3P 'All Way'	UNIT	3.00	1.00	1.00	\$40.00	\$40.00
79	30"x24" Regulatory Sign, R2-1 'Speed Limit 25'	UNIT	4.00	4.00	4.00	\$225.00	\$900.00
80	30"x30" Regulatory Sign, R5-1 'Do Not Enter'	UNIT	1.00	1.00	1.00	\$280.00	\$280.00
81	30"x30" Regulatory Sign, R9-20 'Bicycle Allowed Use of Full Lane'	UNIT	8.00	8.00	8.00	\$280.00	\$2,240.00
82	30"x24" Regulatory Sign, R10-11a 'No Turn on Red'	UNIT	1.00	1.00	1.00	\$225.00	\$225.00
83	30"x24" Regulatory Sign, R12-1 'Weight Limit 3 Tons'	UNIT	2.00	2.00	2.00	\$225.00	\$450.00
84	18"x12" Regulatory Sign, 'No Stopping or Standing'	UNIT	3.00	3.00	3.00	\$150.00	\$450.00
85	24"x24" Warning Sign, W11-1 'Bicycle'	UNIT	8.00	8.00	8.00	\$180.00	\$1,440.00
86	30"x30" Warning Sign, W12-1 'Double Arrow'	UNIT	1.00	1.00	1.00	\$280.00	\$280.00
87	30"x30" Warning Sign, W15-2 'Watch Children'	UNIT	2.00	2.00	2.00	\$280.00	\$560.00
88	Street Signs	UNIT	4.00	2.00	2.00	\$310.00	\$620.00
89	Traffic Marking, 24" Wide White	LF	596.00	409.00	409.00	\$6.00	\$2,454.00
90	Traffic Marking, 8" Wide White	LF	605.00	467.00	467.00	\$2.00	\$934.00
91	Traffic Marking, Symbol, Shared Lane Marking	SF	180.00	180.00	180.00	\$35.00	\$6,300.00
92	Long Life Epoxy Resin Curb Marking, Yellow	LF	715.00	0.00	0.00	\$5.25	\$0.00
93	Traffic Striping, 4" Wide Yellow	LF	486.00	486.00	486.00	\$1.00	\$486.00
94	Topsiiling, 5" Thick	SY	1,179.00	1,179.00	1,179.00	\$15.00	\$17,685.00
95	Fertilizing and Seeding, Type A-3	SY	875.00	0.00	0.00	\$1.00	\$0.00
96	Fuel Price Adjustment	DOLLAR	6,809.74	6,809.74	6,809.74	\$1.00	\$6,809.74
97	Asphalt Price Adjustment	DOLLAR	6,970.77	6,970.77	6,970.77	\$1.00	\$6,970.77
98	Allowance	DOLLAR	20,000.00	0.00	0.00	\$1.00	\$0.00
S-1	Hydrant Installation - 351 Franklin St	LS	1.00	1.00	0.00	\$4,355.04	\$4,355.04
S-2	Valve Inspection at Monmouth & Broad	LS	1.00	1.00	0.00	\$2,824.68	\$2,824.68
S-3	Wet Tap & Water Main Location Discrepancy	LS	1.00	1.00	0.00	\$3,999.27	\$3,999.27
S-4	Utility Conflicts & Conc Encasement	LS	1.00	1.00	0.00	\$6,175.16	\$6,175.16
S-5	Buried Valves Conflict	LS	1.00	1.00	0.00	\$4,608.40	\$4,608.40
S-6	Unmarked Service/Buried Valves	LS	1.00	1.00	0.00	\$11,809.64	\$11,809.64
S-7	Wet Tap at Monmouth Avenue	LS	1.00	0.00	0.00	\$14,629.22	\$0.00
S-8	Water Service Transfer to Existing Service	LS	1.00	0.00	0.00	\$13,580.90	\$0.00
S-9	Additional 6" Service Tie In	LS	1.00	0.00	0.00	\$7,308.13	\$0.00
S-10	Install Repair Clamp	LS	1.00	0.00	0.00	\$2,768.38	\$0.00
TOTAL WORK COMPLETED							\$1,533,269.82
LESS: RETAINAGE		2%					\$30,665.40
SUBTOTAL							\$1,502,604.42
LESS: PREVIOUS PAYMENTS						\$904,361.85	
TOTAL AMOUNT DUE							\$598,242.57
AMOUNT OF ORIGINAL CONTRACT							\$1,698,413.13
AMOUNT OF ORIGINAL CONTRACT ADJUSTED BY CHANGE ORDERS NO. 1, 2, & 3 (-1.07%)							\$1,680,169.20

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

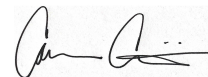
1. ISSUING OFFICE Borough of Hightstown	2. PROJECT NO. 1104001-013	3. CONTRACT NO. 1	4. MODIFICATION NO. 3
5. TO (CONTRACTOR) Earle Asphalt Company	6. PROJECT LOCATION AND DESCRIPTION Improvements to Maxwell Avenue		

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

7/17/2026

Date

Cameron Corini, P.E., Borough Engineer
Type Name and Title



Signature

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

This change order includes a no-cost time extension. The Notice to Proceed was issued on November 3, 2025. The contract time is 145 days. The project completion date of March 28, 2026, is not attainable and the contract duration must be extended. The substantial completion date was on June 25, 2026. This time extension will add 92 days to the contract time. The new contract completion date will be June 25, 2026. There is no additional cost as a result of this time extension.

Increase in quantities for EXTRA pay items were necessary in order to rectify unexpected field conditions. The increase in the number of Uniform Traffic Director hours, pay item no. 5, is the result of increased working hours at the project site.

Reduction in quantities for DEDUCTS pay items are a result of existing field conditions.

As a result of the above, the contract price is revised as follows:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL COST
DEDUCTS				
4	Traffic Director, Flagger	-15.00 HOUR	\$90.00	-\$1,350.00
6	Drums	-30.00 UN	\$0.01	-\$0.30
7	Traffic Cones	-30.00 UN	\$0.01	-\$0.30
8	Breakaway Barricade	-9.00 UN	\$1,000.00	-\$0.09
10	Construction Sign 'C' (72"x60")	-1.00 UN	\$0.01	-\$1,000.00
11	Construction Sign 'D' (24"x18")	-2.00 UN	\$0.01	-\$0.02
12	Construction Sign 'E' (24"x18")	-2.00 UN	\$0.01	-\$0.02
13	Construction Sign 'F' (24"x18")	-4.00 UN	\$0.01	-\$0.04
14	Construction Sign 'G' (30"x18")	-4.00 UN	\$0.01	-\$0.04
15	Construction Sign 'H' (30"x18")	-4.00 UN	\$0.01	-\$0.04
16	Construction Sign 'I' (30"x18")	-1.00 UN	\$0.01	-\$0.01
17	Construction Sign 'J' (24"x24")	-4.00 UN	\$0.01	-\$0.04
18	Construction Sign 'K' (24"x24")	-4.00 UN	\$150.00	-\$0.04
20	Inlet Filter, Type 2	-1.00 UN	\$25.00	-\$150.00
28	Type 'E' Inlet with Bicycle Safe Frame and Grate	-1.00 UN	\$5,900.00	-\$5,900.00
56	Connect to Existing Manhole	-1.00 UN	\$55.00	-\$2,000.00
61	Concrete Sidewalk, 4" Thick	-71.00 SY	\$100.00	-\$7,100.00
65	Brick Paver Driveway	-4.00 SY	\$200.00	-\$800.00
66	Detectable Warning Surface	-2.70 SY	\$400.00	-\$1,080.00
67	Excavation, Unclassified, 12" Depth or Less	-475.00 SY	\$20.00	-\$9,500.00
69	HMA Pavement Repair	-588.00 SY	\$30.00	-\$17,640.00
70	Tack Coat	-213.00 GAL	\$0.01	-\$2.13
72	Hot Mix Asphalt Leveling Course 9.5M64, Variable Thickness	-58.54 TN	\$50.00	-\$2,927.00
73	Hot Mix Asphalt Base Course 19M64, 6" Thick	-115.00 TN	\$110.00	-\$12,650.00
91	Traffic Marking, Symbol, Shared Lane Marking	-18.00 LF	\$35.00	-\$630.00
TOTAL DEDUCT				-\$62,730.07
EXTRAS				
5	Uniform Traffic Director	256.00 HR	\$140.00	\$35,840.14
27	Type 'B' Inlet with Bicycle Safe Frame and Grate	1.00 UN	\$6,000.00	\$6,000.00
31	8" Type 'N' Eco Curb Piece	2.00 UN	\$675.00	\$1,350.00
60	Brick Paver Sidewalk	3.00 SY	\$200.00	\$600.00

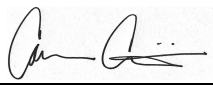
CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

62	Reinforced Concrete Sidewalk, 6" Thick	15.70 SY	\$140.00	\$2,198.00
63	Hot Mix Asphalt Driveway, 2" Thick	100.60 SY	\$65.00	\$6,539.00
68	Pavement Milling, 3" or Less	137.00 SY	\$9.88	\$1,353.56
81	30"x30" Regulatory Sign, R9-20 'Bicycle Allowed Use of Full Lane'	1.00 UN	\$280.00	\$280.00
85	24"x24" Warning Sign, W11-1 'Bicycle'	1.00 UN	\$180.00	\$180.00
93	Traffic Striping, 4" Wide Yellow	186.00 LF	\$1.00	\$186.00
94	Topsoiling, 5" Thick	304.00 SY	\$15.00	\$4,560.00
96	Fuel Price Adjustment	309.74 DOLL	\$1.00	\$309.74
97	Asphalt Price Adjustment	2,970.77 DOLL	\$1.00	\$2,970.77
TOTAL EXTRA				\$62,367.61

TOTAL COST OF THIS MODIFICATION -\$362.86

The contract time is hereby: *increase* ☒ *decrease* ☐ or *remains the same* ☐ by 92 calendar days as a result of this modification.

The foregoing modification is hereby accepted:

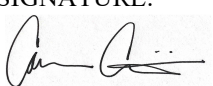
_____	_____	_____	
CONTRACTOR	OWNER	(NJPE SEAL)	ENGINEER
BY: _____	BY: _____	BY: _____	Cameron Corini, PE, CME, CPWM
DATE: _____	DATE: _____	DATE: _____	7/17/2026

APPROVAL: _____	_____
STATE OF NEW JERSEY	DATE

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Borough of Hightstown	10. PROJECT NO. 1104001-013	11. CONTRACT NO. 1	12. MODIFICATION NO. 3
13. CONTRACTOR'S PROPOSAL – Change in Contract Price and Extension of Time (Detailed breakdown, attach additional sheets as necessary)			
(Proposed) This change order includes a no-cost time extension to add 92 days of contract time. Please refer to Part 8 – Description of change for itemized list of EXTRAS and DEDUCTS.			
NET INCREASE <u>\$ 0</u>		NET DECREASE <u>\$ 362.86</u>	
DATE:		TYPE NAME AND TITLE:	
SIGNATURE:		SIGNATURE:	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO. Borough of Hightstown, 1104001-013	15. CONTRACT NO. 1	16. MODIFICATION NO. 2
17. ORIGINAL CONTRACT BID PRICE \$ 1,698,413.13 TOTAL OF PREVIOUS CHANGE ORDERS -\$ 17,881.07 TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ 1,595,292.56		
18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: The no-cost time extension is required to add 92 days of contract time. This time extension is needed to adjust contract time to match the actual construction schedule. The substantial completion date was June 25, 2026. Adjustments to as-built quantities are described as follows: The increase in quantities for EXTRA pay items is necessary in order to rectify unexpected field conditions. The increase in the number of Uniform Traffic Director hours, pay item no. 5, is the result of increased working hours at the project site. Reduction in quantities for DEDUCTS pay items are a result of existing field conditions.		
19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.		
20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative): This Extra Work was added at the request of the Engineer on behalf of Hightstown Water Department. The cost of the work is determined to be a reasonable amount. This contract modification is recommended for approval.		
DATE: 7/17/2026	TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: Cameron Corini, P.E. Borough Engineer	SIGNATURE: 

NEW JERSEY DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

CHANGE ORDER NUMBER - 3

Project	Improvements to Maxwell Avenue	STATE AID PROJECT
Municipality	Borough of Hightstown	1 of 2
County	Mercer County	
Contractor	Earle Asphalt Company	

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required)

Adjustments to as-built quantities. Extra quantities for sewer laterals and water service transfers as a result of existing field conditions.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
3	Traffic Director, Flagger	-15.00 HOUR	\$90.00	-\$1,350.00
5	Uniform Traffic Director	256.00 HOUR	\$140.00	\$35,840.14
6	Drums	-30.00 UN	\$0.01	-\$0.30
7	Traffic Cones	-30.00 UN	\$0.01	-\$0.30
8	Breakaway Barricade	-9.00 UN	\$0.01	-\$0.09
10	Construction Sign 'C' (72"x60")	-1.00 UN	\$1,000.00	-\$1,000.00
11	Construction Sign 'D' (24"x18")	-2.00 UN	\$0.01	-\$0.02
12	Construction Sign 'E' (24"x18")	-2.00 UN	\$0.01	-\$0.02
13	Construction Sign 'F' (24"x18")	-4.00 UN	\$0.01	-\$0.04
14	Construction Sign 'G' (30"x18")	-4.00 UN	\$0.01	-\$0.04
15	Construction Sign 'H' (30"x18")	-4.00 UN	\$0.01	-\$0.04
16	Construction Sign 'T' (30"x18")	-1.00 UN	\$0.01	-\$0.01
17	Construction Sign 'J' (24"x24")	-4.00 UN	\$0.01	-\$0.04
18	Construction Sign 'K' (24"x24")	-4.00 UN	\$0.01	-\$0.04
20	Inlet Filter, Type 2	-1.00 UN	\$150.00	-\$150.00
27	Type 'B' Inlet with Bicycle Safe Frame and Grate	1.00 UN	\$6,000.00	\$6,000.00
28	Type 'E' Inlet with Bicycle Safe Frame and Grate	-1.00 UN	\$5,900.00	-\$5,900.00
31	8" Type 'N' Eco Curb Piece	2.00 UN	\$675.00	\$1,350.00
56	Connect to Existing Manhole	-1.00 SY	\$2,000.00	-\$2,000.00
60	Brick Paver Sidewalk	3.00 SY	\$200.00	\$600.00
61	Concrete Sidewalk, 4" Thick	-71.00 SY	\$100.00	-\$7,100.00
62	Reinforced Concrete Sidewalk, 6" Thick	15.70 SY	\$140.00	\$2,198.00
63	Hot Mix Asphalt Driveway, 2" Thick	100.60 SY	\$65.00	\$6,539.00
65	Brick Paver Driveway	-4.00 SY	\$200.00	-\$800.00
66	Detectable Warning Surface	-2.70 SY	\$400.00	-\$1,080.00
67	Excavation, Unclassified, 12" Depth or Less	-475.00 SY	\$20.00	-\$9,500.00

(Submit four (4) copies to the Local Aid District Office)

NEW JERSEY DEPARTMENT OF TRANSPORTATION

DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT

CHANGE ORDER NUMBER - 3

Project	Improvements to Maxwell Avenue	STATE AID PROJECT
Municipality	Borough of Hightstown	2 of 2
County	Mercer County	
Contractor	Earle Asphalt Company	

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required)

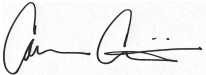
Adjustments to as-built quantities. Extra quantities for sewer laterals and water service transfers as a result of existing field conditions.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
68	Pavement Milling, 3" or Less	137.00 SY	\$9.88	\$1,353.56
69	HMA Pavement Repair	-588.00 SY	\$30.00	-\$17,640.00
70	Tack Coat	-213.00 GAL	\$0.01	-\$2.13
72	Hot Mix Asphalt Leveling Course 9.5M64, Variable Thickness	-58.54 TN	\$50.00	-\$2,927.00
73	Hot Mix Asphalt Base Course 19M64, 6" Thick	-115.00 TN	\$110.00	-\$12,650.00
81	30"x30" Regulatory Sign, R9-20 'Bicycle Allowed	1.00 UN	\$280.00	\$280.00
85	24"x24" Warning Sign, W11-1 'Bicycle'	1.00 UN	\$180.00	\$180.00
91	Traffic Marking, Symbol, Shared Lane Marking	-18.00 SF	\$35.00	-\$630.00
93	Traffic Striping, 4" Wide Yellow	186.00 LF	\$1.00	\$186.00
94	Topsoiling, 5" Thick	304.00 SY	\$15.00	\$4,560.00
96	Fuel Price Adjustment	1.00 DOLLAR	\$309.74	\$309.74
97	Asphalt Price Adjustment	1.00 DOLLAR	\$2,970.77	\$2,970.77
Amount of Original Contract		\$1,698,413.13	Extra	\$62,367.21
Adjusted Amount Based on Change			Supplemental	\$0.00
Order No. 1, No. 2 & No. 3		\$1,680,169.20	Reduction	-\$62,730.07
			Total Change	-\$362.86

% Change in Contract

[(+) Increase or (-) Decrease]

-1.07 %



.....
(Engineer)

7/17/2026

.....
(Date)

.....
(Local Aid)

.....
(Date)

.....
(Presiding Officer)

.....
(Date)

.....
(Contractor)

.....
(Date)

(Submit four (4) copies to the Local Aid District Office)

Borough of Hightstown
County of Mercer

Resolution 2026-175

**A RESOLUTION APPOINTING JOSHUA JACKSON AS CODE ENFORCEMENT
HOUSING OFFICER FOR THE BOROUGH OF HIGHTSTOWN**

WHEREAS, the position of Code Enforcement Housing Officer for the Borough of Hightstown became vacant due to the resignation of David Bell; and

WHEREAS, Borough Council has determined that it is necessary and in the best interests of the Borough to fill the vacancy in order to ensure the continued administration and enforcement of the Borough's housing, property maintenance, and code enforcement responsibilities; and

WHEREAS, the Borough Administrator has recommended the appointment of Joshua Jackson to serve as Housing Official and Code Enforcement Officer.

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

1. Joshua Jackson is hereby appointed as Code Enforcement Housing Officer for the Borough of Hightstown, effective July 20, 2026.
2. Mr. Jackson shall perform the duties and responsibilities of the position in accordance with all applicable federal and state laws, the ordinances of the Borough of Hightstown, and the policies and procedures established by the Borough.
3. Compensation, benefits, and other terms and conditions of employment shall be as established by the Borough's Salary Ordinance, or personnel policies, as applicable.

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 August 3, 2026.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2026-176

**RESOLUTION MEMORIALIZING THE EXECUTION OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE BOROUGH
OF HIGHTSTOWN AND HABITAT FOR HUMANITY OF SOUTH
CENTRAL NEW JERSEY REGARDING 207 GRANT AVENUE**

WHEREAS, the Borough of Hightstown has adopted a Fourth Round Housing Element and Fair Share Plan in accordance with the New Jersey Fair Housing Act and applicable court rules governing affordable housing compliance; and

WHEREAS, Habitat for Humanity of South Central New Jersey ("Habitat") acquired property known as 207 Grant Avenue, Hightstown, New Jersey (Block 34, Lot 4.02) through a private donation for the purpose of constructing an affordable housing unit; and

WHEREAS, Habitat obtained all necessary approvals and permits, completed construction of an income-restricted single-family residence, and conveyed the home to an income-qualified household; and

WHEREAS, the Borough and Habitat determined that it was in their mutual best interest to enter into a Memorandum of Understanding, dated July 21, 2026, to facilitate the Borough's receipt of an available affordable housing credit for the completed project and to establish the parties' respective responsibilities regarding the issuance of a Final Certificate of Occupancy and the release of project-related escrows and guarantees; and

WHEREAS, the Memorandum of Understanding provides that the Borough shall cooperate in obtaining affordable housing credit for the completed project and, within twenty (20) calendar days of execution of the agreement, issue a Final Certificate of Occupancy for the property and release all applicable escrows, bonds, guarantees, and other deposits associated with the project, in accordance with the terms of the agreement; and

WHEREAS, the Mayor executed the Memorandum of Understanding on behalf of the Borough on July 21, 2026, and Borough Council desires to formally acknowledge and memorialize the execution of the agreement.

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

1. Borough Council hereby acknowledges and memorializes the execution of the Memorandum of Understanding between the Borough of Hightstown and Habitat for Humanity of South Central New Jersey, dated July 21, 2026, concerning the affordable housing project located at 207 Grant Avenue (Block 34, Lot 4.02).

Borough of Hightstown
County of Mercer

Resolution 2026-176

2. Borough Council recognizes that the Memorandum of Understanding is intended to facilitate the Borough's receipt of affordable housing credit for the completed Habitat for Humanity project and to set forth the respective obligations of the parties as described therein.
3. The Borough Administrator, Construction Official, Borough Clerk, Affordable Housing Administrative Agent, and any other appropriate Borough officials are hereby authorized and directed to take such actions as may be necessary to implement the terms and conditions of the Memorandum of Understanding.
4. A copy of the fully executed Memorandum of Understanding shall be maintained by the Borough Clerk and made available as part of the Borough's official records.

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 August 3, 2026.

Margaret Riggio, Borough Clerk

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made this 21st day of July 2026, between Habitat for Humanity of South Central New Jersey, 530 Route 38 East, Maple Shade, New Jersey 08052 (hereinafter referred to as "**Habitat**"), and the Borough of Hightstown, a municipal corporation of the State of New Jersey, County of Mercer, with offices at 156 Bank Street, Hightstown, NJ 08520 (hereinafter referred to as the "**Borough**").

WHEREAS, Habitat is a non-profit dedicated to eliminating substandard housing and homelessness and making available adequate affordable opportunities; and

WHEREAS, pursuant to the Borough's Fourth Round Housing Element and Fair Share Plan ("**HEFSP**") adopted in 2025, the Borough has and continues to include a partnership with Habitat for use of certain real property within the Borough for affordable housing purposes; and

WHEREAS, prior to the adoption of the HEFSP, certain real property identified as Block 34, Lot 4.02 on the Borough's official tax map, and otherwise commonly located at 207 Grant Avenue (the "**Property**") was donated to Habitat by a private third-party for the production of low- and moderate-income housing; and

WHEREAS, Habitat subsequently secured the requisite approvals and permits to construct an income-qualified single family residence on the Property for affordable housing purposes; and

WHEREAS, Habitat completed construction of the single family residence on the Property and conveyed same to an income-qualified non-age restricted family; and

WHEREAS, Habitat has yet to secure a final certificate of occupancy for the Property and the Borough has yet to claim credit for the affordable housing project; and

WHEREAS, the Borough and Habitat desire to enter into this Agreement for the purpose of (a) allowing the Borough to claim available affordable housing credits for this Property and any future development projects undertaken by Habitat in the Borough for the construction of residential homes for low and moderate income households, and (b) allowing Habitat to obtain a final certificate of occupancy for the Property and a return of all escrows, bonds, guarantees, and other deposits currently maintained by the Borough in connection with the development on the Property.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. **PURPOSE.** The purpose of the Memorandum of Understanding is to outline the preliminary intent between the parties and coordinate efforts to create housing in the community for low- and moderate-income families.
2. **PROPERTY.** 207 Grant Avenue, Hightstown, New Jersey (Block 34, Lot 4.02)
3. **RESPONSIBILITIES OF PARTIES.**
 - A. The parties shall cooperate in good faith to execute any documents reasonably necessary to allow for the Borough to take one (1) credit towards its affordable housing compliance for the Property. For the avoidance of doubt, it is understood and acknowledged that Habitat shall have no obligation to execute new affordability controls or deed restriction(s) encumbering the Property that change the material terms thereof, including but not limited to, an extension or change to the current control period, or the income levels applicable to occupants of the Property. Habitat shall reasonably cooperate with the Borough after execution of this Agreement by executing such additional documents and providing such certifications or other information as may be reasonably requested by the Borough or any

governmental entity having jurisdiction over the Borough's affordable housing compliance to enable the Borough to obtain and maintain the affordable housing credit for the Property.

- B. The Borough shall, no later than twenty (20) calendar days following execution of this Agreement, cause the issuance of a final certificate of occupancy for the Property and existing improvements thereon without any further construction obligations or imposition of any cost generative obligations, including but not limited to the paving of any portion of Grant Avenue. Simultaneous with the issuance of the final certificate of occupancy, the Borough shall cause the release and return to Habitat of all escrows, bonds, guarantees, and other deposits maintained by the Borough in connection with Habitat's residential project on the Property.
4. **ADDITIONAL FUNDING.** To the extent that funds are needed to cover the costs and expenses to complete the obligations set forth in Paragraph 3 of this Agreement, the parties agree to utilize the Borough's affordable housing trust fund to pay all such costs and expenses.
5. **REMEDY.** If either party breaches or fails to meet the conditions contained herein, the other party shall have all available remedies at law and in equity, including the right to terminate this Agreement.
6. **ASSIGNMENT.** This Agreement shall not be assigned by Habitat to another entity without the express written authorization by the Borough, apart from an assignment to an affiliate or subsidiary of Habitat or the current fee simple owner of the Property.
7. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Telefacsimile or PDF electronic transmissions of any executed counterpart of this Agreement and/or retransmission of any executed telefacsimile or PDF electronic transmission shall be deemed to be the same as the delivery of an executed original. At the request of either party hereto, the other party shall confirm telefacsimile or PDF electronic transmissions by executing duplicate original documents and delivering the same to the requesting party.
8. **EFFECTIVE DATE.** This Agreement shall become effective upon approval and execution by both parties.

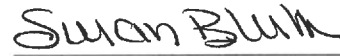
[Signature Page(s) Follow]

IN WITNESS WHEREOF, the Borough and Habitat have caused these presents to be executed by their duly authorized representatives, as of the day and year first above written.

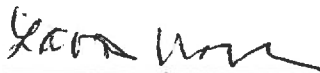
ATTEST:



Dated: 7/22/26

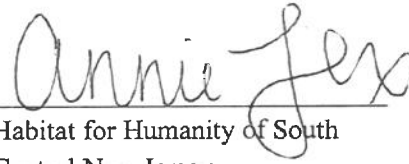


Susan Bluth
Mayor



Laura Van Booven

Dated: 7/21/26



Habitat for Humanity of South
Central New Jersey

Annie Fox
Executive Director

Borough of Hightstown
County of Mercer

Resolution 2026-177

**EXTENDING THE GRACE PERIOD FOR PAYMENT OF 2026 THIRD
QUARTER TAXES**

WHEREAS, 2026 Third Quarter Taxes were due on August 1, 2026, with a ten-day grace period; and

WHEREAS, due to the late receipt of the tax rate from the County, the mailing of the tax bills was delayed; and

WHEREAS, the Mayor and Borough Council find it to be equitable and proper that the grace period for payment of the 2022 third quarter tax be extended until the 1st day of September, 2026; and

WHEREAS, if the 2026 third quarter tax payment is not received by September 1, 2026, late fees shall be effective from the due date of August 1, 2026, as is required.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that the grace period for payment of 2026 third quarter taxes be extended until the 1st day of September, 2026.

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 August 3, 2026.

Margaret Riggio, Borough Clerk

Borough of Hightstown
County of Mercer

Resolution 2026-178

**A RESOLUTION APPROVING A POP-UP ART GALLERY ORGANIZED BY THE
HIGHTSTOWN BOROUGH CULTURAL ARTS COMMISSION**

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

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

WHEREAS, one such activity planned and sponsored by the Cultural Arts Commission will be a pop-up art gallery featuring work from local artists, poetry reading and musical entertainment; and

WHEREAS, the pop-up gallery will take place September 19, 2026 and September 20, 2026 at the Ferguson Plumbing Building located on West Ward Street.

NOW THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Hightstown approve the pop-up art gallery as a Hightstown Borough sponsored and covered event and look forward to another successful community event organized by the Cultural Arts Commission.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on August 3, 2026.

Margaret Riggio, Borough Clerk



The Borough of Hightstown

156 Bank Street
Hightstown, New Jersey 08520
(609)490-5100 ext.

PROJECTS AND EVENTS SPONSORED BY HIGHTSTOWN BOROUGH BOARDS AND COMMISSIONS

Pursuant to Hightstown Borough Resolution 2023-129, Boards and Commissions must submit their proposed projects or events to the Borough Clerk and the Borough Administrator **AT LEAST 45** days prior to the proposed event. This will allow for proper review of the event and approval by Borough Council.

Board/Commission Sponsoring the Event: Hightstown Cultural Arts Comm.

Proposed Date and Time of Event: 9/19-20/2026

Proposed Location of Event: Ferguson Plumbing vacant bldg

Contact Name, Phone and Email of Individual in charge: Ann Marie Miller
609-313-4541, ammillar210@gmail.com

Description of Event (please give as much detail as possible. Attach additional information if necessary).

2 day pop up art gallery featuring work of artists from
Hightstown, Roosevelt, and West Windsor, NJ. We expect
approximately 60 art works and possibly hosting a poetry
reading and musical entertainment at the opening

Will Food Vendors be Present not expected

Will Food or Beverages be Distributed in any Way no
(This includes bottled water and prepackaged snacks)

Organizations Assisting with Event: Hightstown Cultural Arts Comm,
Roosevelt Art Project, West Windsor Arts

Please complete and return to priggio@hightstownborough.com AT LEAST 45 DAYS PRIOR to the start of the event. Once reviewed, administration will advise you of any requirements (insurance, hold harmless, background checks, etc.) necessary for the event.

For Administration Use Only

Received by Borough Clerk

Review by Borough Administrator

Meeting Date for Resolution

7/17/26

8/3/26

Borough of Hightstown
County of Mercer

Resolution 2026-179

AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC

BE IT RESOLVED by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on August 3, 2026, at the Hightstown Firehouse Hall, 140 North Main Street, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

The general nature of the subject or subjects to be discussed:

Contract Negotiations

Personnel

Stated as precisely as presently possible the following is the time when and the circumstances under which the discussion conducted at said meeting can be disclosed to the public November 3, 2026, or when the need for confidentiality no longer exists.

The public is excluded from said meeting, and further notice is dispensed with, all in accordance with sections 8 and 4a of the Open Public Meetings Act.

I hereby certify this to be a true copy of a resolution adopted by the Borough Council of the Borough of Hightstown at a meeting held on August 3, 2026.

Margaret Riggio, Borough Clerk