

**AGENDA**  
**Hightstown Borough Council**  
**May 20, 2024 | 6:30 p.m.**  
**Hightstown Engine Company No. 1**  
**140 North Main Street, Hightstown**

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

**Meeting called to order by Mayor Susan Bluth**

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

**Roll Call**

**Flag Salute**

**Approval of Agenda**

**Approval of Minutes**            May 6, 2024 – Public Session  
   May 6, 2024 – Executive Session

**Presentation**                    Cultural Arts Commission – Mural First Aid Squad Building

**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 2024-06 Final Reading and Public Hearing** An Ordinance to Establish Salary Ranges for Certain Officers and Employees of the Borough of Hightstown

**Ordinance 2024-07 First Reading and Introduction** An Ordinance Amending Article 7-1-27, Entitled “Taxi Stands,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey”

**Ordinance 2024-08 First Reading and Introduction** An Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank (N.J.S.A. 40A-45.14)

**Resolutions**                      **2024-100** Authorizing Payment of Bills

**Consent Agenda**                **2024-101** Appointing and Authorizing an Agreement for Professional Legal Services, Special Counsel – Michael Herbert, Parker McCay, P.A.

**2024-102** Resolution Authorizing the Borough to Accept Title to a Vehicle to be Utilized by the Hightstown First Aid Squad, Inc.

**2024-103** A Resolution Approving Fun Fridays for 2024 Organized by the Hightstown Borough Cultural Arts Commission

**2024-104** Authorizing a Shared Services Agreement Between Hightstown Borough and East Windsor Township for Contribution of the Matching Local Share for Bus Services

**2024-105** Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2024 Budget

**Discussion**

Shangles Alley Vacation

Old Hights Brewing Company – 2<sup>nd</sup> Water Meter

Budget Meeting Dates

**Subcommittee Reports**

**Mayor/Council/Administrative Updates**

**Executive Session**      **Resolution 2024-106** Authorizing a Meeting that Excludes the Public

Contract Negotiations – Dutch Neck Road Improvements

Contract Negotiations – Lead Service Line Replacement

Contract Negotiations – Harvest Fair

**Adjournment**

## **LEON RAINBOW**

My art is a fusion of life and imagination. I take graffiti and morph it with fine art ,combine it with an underlying message. This allows me to reach a wide variety of people. The image relates more to youth, the message to adults. My design pulls them together bringing them to the middle ground to which they relate.

I am about my message. My art is my voice, my protest , agreement, whisper, shout, and cry. "To see my artwork is to see me to understand my artwork is to think about the message it conveys. This is my life"..

-Leon Rainbow

## **BIO**

Leon Rainbow's impact on the Trenton, NJ art scene is indeed profound, as he has not only cultivated his own distinctive style but has also played a significant role in shaping and enriching the cultural fabric of the city. His journey from learning under renowned graffiti artists to developing his own unique style speaks volumes about his dedication and passion for his craft.

His wall murals, characterized by vibrant colors, bold characters, and dynamic compositions, serve as visual narratives that engage and captivate viewers while also beautifying the urban landscape. What sets his work apart is his ability to seamlessly blend traditional graffiti techniques with innovative elements, resulting in pieces that are not only visually striking but also conceptually rich.

Leon's expansion into large-scale ground murals demonstrates his versatility and willingness to push the boundaries of public art, transforming everyday spaces into vibrant and dynamic canvases that invite interaction and engagement from the community.

Beyond his artistic endeavors, Leon's commitment to community engagement and mentorship is commendable. By actively collaborating with fellow artists, organizing events like the Jersey Fresh Jam, and sharing his expertise through teaching and workshops, he has fostered a sense of community pride and empowerment while also nurturing the next generation of artists. In essence, Leon Rainbow's impact on Trenton's cultural landscape is multifaceted and enduring, as he continues to inspire, uplift, and empower through his art, advocacy, and mentorship.

Leon Rainbow is one of a team of seven artists selected to create a community-based mural on the side of the NJ State Penitentiary in Trenton facing Cass St. The mural-to-come, entitled "Breaking Barriers," will visualize the power art has to connect a community.



# Ordinance 2024-06

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

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

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

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

	<b>RANGING FROM:</b>	<b>TO:</b>
Mayor	\$5,800.00	\$5,800.00
Councilmember	\$4,600.00	\$4,600.00
Borough Administrator	\$30,000.00	\$145,000.00
Borough Clerk	\$40,000.00	\$90,000.00
Deputy Borough Clerk	\$30,000.00	\$69,000.00
Computer Systems Administrator	\$3,000.00	\$7,000.00
Qualified Purchasing Agent (QPA)	\$12,000.00	\$20,000.00
Registrar of Vital Statistics	\$2,500.00	\$6,000.00
Deputy Registrar of Vital Statistics	\$1,000.00	\$5,000.00
Chief Financial Officer	\$2,000.00	\$60,000.00
Deputy Chief Financial Officer	\$10,000.00	\$85,000.00
Accounts Payable Clerk	\$30,000.00	\$64,000.00
Tax/Water/Sewer Collector	\$20,000.00	\$90,000.00
Part-Time Tax/Water/Sewer Collector	\$10,000.00	\$27,000.00
Deputy Tax/Water/Sewer Collector	\$10,000.00	\$69,000.00
Tax/Utility Clerk	\$7,000.00	\$54,000.00
Tax Assessor	\$7,500.00	\$25,000.00
Municipal Magistrate	\$30,000.00	\$54,000.00
Police Chief	\$120,000.00	\$180,000.00
Records Management and System Administrator and Administrative Assistant to the Police Department	\$32,000.00	\$70,000.00

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

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

	<b>RANGING FROM:</b>	<b>TO:</b>
Payroll/Benefits Specialist	\$16.00	\$36.00
Executive Administrative Assistant	\$16.00	\$40.00
Administrative Assistant	\$16.00	\$36.00
Public Health Nurse	\$25.00	\$48.00
Senior Public Health Nurse	\$39.00	\$55.00
Special Officer I	\$16.00	\$20.00

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

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

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

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

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

Introduced: May 6, 2024

Adopted: **SCHEDULED FOR PUBLIC HEARING MAY 20, 2024**

**ATTEST:**

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Margaret Riggio  
Municipal Clerk

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Susan Bluth  
Mayor



# Ordinance 2024-07

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

## **AN ORDINANCE AMENDING ARTICLE 7-1-27, ENTITLED “TAXI STANDS,” OF THE “REVISED GENERAL ORDINANCES OF THE BOROUGH OF HIGHTSTOWN, NEW JERSEY”**

**WHEREAS**, the Mayor and Council of the Borough of Hightstown, , wish to amend Article 7-1-27 of “The Revised General Ordinances of the Borough of Hightstown” (the “Borough Code”) relating to taxi stands, as set forth herein.

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

1. That Article 7-1-27, entitled “Taxi Stands,” of the “Revised General Ordinances of the Borough of Hightstown, New Jersey,” is hereby amended to read as follows: (additions are shown with underline and deletions are shown with ~~strikeout~~):

### **§ 7-1-27 Taxi Stands.**

A. The locations described are hereby designated as taxi stands. No vehicle other than a taxi currently licensed by Hightstown Borough pursuant to Article 4-21 of this Code shall be permitted to occupy these locations during the times indicated.

<b>Street</b>	<b>Location</b>	<b>Hours</b>
Intersection of Railroad Avenue and Rogers Avenue	Municipal Parking Lot (First two spaces closest to Rogers Avenue)	All
<del>Intersection of Broad Street and Franklin Street</del>	<del>Northwest corner (Two parking spaces)</del>	<del>All</del>
<del>Stockton Street</del>	<del>Cut-out by Railroad Avenue on south side (Two parking spaces)</del>	<del>All</del>

B. In order for any portion of private property to be utilized as a taxi stand, the property owner or other authorized representative must file its express written consent for same with the Borough Clerk and the Hightstown Borough Police Department.

C. No more than one taxicab vehicle from the same taxicab owner's company shall be permitted to be parked, or to otherwise occupy, the same taxi stand at the same time (i.e.,

simultaneously).

- D. No taxicab shall remain "idling" with the engine running for more than three consecutive minutes at any taxi stand.
  - E. Every taxicab, while occupying space at a taxi stand, shall be immediately available for hire.
  - F. Only a taxicab licensed by Hightstown Borough may occupy or deliver a passenger to a taxi stand in the Borough.
  - G. Each taxi stand shall be marked with a statement that the stand is reserved for taxicabs licensed by Hightstown Borough only.
  - H. No person operating a taxi shall perform maintenance of any kind while occupying space at a taxi stand.
  - I. No taxicabs shall be permitted to be parked, or to otherwise occupy, any taxi stand during times of emergency or during a snow event, as directed by the Hightstown Borough Police Department.
2. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
3. That in the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged to be invalid, and the remaining portions of this Ordinance shall be deemed severable therefrom and shall not be affected.
4. That this Ordinance shall take effect upon final passage and publication in accordance with the law.

Introduction:

Adoption:

ATTEST:

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MARGARET RIGGIO  
MUNICIPAL CLERK

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SUSAN BLUTH  
MAYOR

# Ordinance 2024-08

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

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

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

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

**WHEREAS**, the Mayor and Council of the Borough of Hightstown in the County of Mercer finds it advisable and necessary to increase its CY 2024 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

**WHEREAS**, the Mayor and Council hereby determine that a 1.0% increase in the budget for said year, amounting to \$68,774.23 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

**WHEREAS**, the Mayor and Council hereby determine that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Mayor and Council of the Borough of Hightstown, in the County of Mercer, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2024 budget year, the final appropriations of the Borough of Hightstown shall, in accordance with this ordinance and *N.J.S.A. 40A: 4-45.14*, be increased by 3.5%, amounting to \$240,709.81, and that the CY 2024 municipal budget for the Borough of Hightstown be approved and adopted in accordance with this ordinance; and,

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

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

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

Introduction:

Adoption:

**ATTEST:**

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MARGARET RIGGIO  
MUNICIPAL CLERK

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SUSAN BLUTH  
MAYOR

# Resolution 2024-100

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

## AUTHORIZING PAYMENT OF BILLS

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the bills be paid on audit and approval of the Borough Administrator, the appropriate Department Head and the Treasurer in the amount of \$256,831.26 from the following accounts:

Current	\$100,121.73
W/S Operating	68,740.85
General Capital	43,995.00
Water/Sewer Capital	0.00
Grant	93.00
Trust	43,847.68
Unemployment Trust	0.00
Animal Control	0.00
Law Enforcement Trust	0.00
Tax Lien Trust	0.00
Housing Trust	0.00
Public Defender Trust	0.00
Escrow	<u>33.00</u>
Total	<u>\$256,831.26</u>

## CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 20, 2024.

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Margaret Riggio  
Borough Clerk

P.O. Type: All      Include Project Line Items: Yes      Open: N      Paid: N      Void: N  
 Range: First      to Last      Rcvd: Y      Held: Y      Aprv: N  
 Format: Detail without Line Item Notes      Bid: Y      State: Y      Other: Y      Exempt: Y  
 Vendors: All      Include Non-Budgeted: Y  
 Rcvd Batch Id Range: First      to Last

Vendor #	Name	PO #	PO Date	Description	Contract Amount	PO Type	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>A0218 AMERICAN WATER WORKS ASSOC.</b>														
		24-00557	05/13/24	MEMBERSHIP DUES										
		1 INV		SO168347-MEMBERSHIP DUES	85.00		4-09-55-501-001-519	B Professional Assoc. Dues	R	05/13/24	05/14/24		SO168347	N
		Vendor Total:			85.00									
<b>BHMG005 BHMG - CORPORATE CARE</b>														
		24-00483	04/26/24	NEW HIRE PHYSICAL										
		1 NEW HIRE		PHYSICAL	120.00		4-01-25-240-001-093	B Medical Exams/Hepatitis B Shot	R	04/26/24	05/14/24		00044346-00	N
		Vendor Total:			120.00									
<b>BRITN005 BRITNEY SINCHI CARCHI</b>														
		23-00688	06/05/23	EC LEADERSHIP INTERNSHIP										
		1 ENVIRONMENTAL		COMMISSION	200.00		3-01-27-335-001-137	B Contests	R	06/05/23	05/14/24		EC LEADERSHIP	N
		Vendor Total:			200.00									
<b>BUCKM005 BUCK MINING &amp; MATERIAL INC</b>														
		24-00527	05/07/24	April 2024 YARD WASTE DISPOSAL										
		1 APRIL 2024		YARD WASTE DISPOSAL	198.00		4-01-26-311-001-168	B Yardwaste	R	05/07/24	05/14/24		1244	N
		Vendor Total:			198.00									
<b>CGPH0005 CGP&amp;H</b>														
		24-00568	05/14/24	AFF HOUSING RES2024-15 APRIL24										
		1 AFF HOUSING		RES2024-15 APRIL24	100.00		4-01-21-180-001-108	B COAH Planning	R	05/14/24	05/14/24		50380	N
		3 AFF HOUSING		RES2024-15 APRIL24	263.50		4-01-21-180-001-108	B COAH Planning	R	05/14/24	05/14/24		50380	N
					363.50									
		Vendor Total:			363.50									

Vendor # Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>C0735 CHART POOL USA INC.</b>											
	24-00392	04/08/24	INFLUENT/EFFLUENT METERING								
	1		INFLUENT/EFFLUENT METERING	303.40	4-09-55-501-002-531	R	04/08/24	05/14/24		1277781-02	N
	2		FREIGHT	15.09	4-09-55-501-002-531	R	05/14/24	05/14/24		1277781-01	N
				<u>318.49</u>							
			Vendor Total:	318.49							
<b>CLEAN005 CLEAN AIR COMPANY, INC</b>											
	23-01619	12/13/23	PLYMOVENT MAGNETIC EXHAUST SYS								
	1		PLYMOVENT MAGNETIC EXHAUST SYS	43,995.00	C-04-55-898-004-444	R	12/13/23	05/14/24		240140	N
			Vendor Total:	43,995.00							
<b>COMCA005 COMCAST BUSINESS</b>											
	24-00569	05/14/24	ACCTS 0036659 & 0034100 MAY 24								
	1	8499 05 243	0036659 5/1/24	314.37	4-01-20-140-001-060	R	05/14/24	05/14/24		499052430036659	N
	2	8499 05 243	0034100 MAY 2024	175.35	4-01-20-140-001-060	R	05/14/24	05/14/24		499052430034100	N
				<u>489.72</u>							
			Vendor Total:	489.72							
<b>COUNT015 COUNTY OF MONMOUTH-</b>											
	24-00530	05/07/24	MARCH 2024 SERVICES								
	1	INV 24000154-	MAR 2024 SERVICES	95.00	4-01-26-305-001-199	R	05/07/24	05/14/24		24000154	N
			Vendor Total:	95.00							
<b>C0087 CUSTOM BANDAG, INC</b>											
	24-00550	05/13/24	TIRE/LABOR LINESTRIPPING CART								
	1	INV 80234722-	TIRES AND LABOR	435.28	4-01-26-315-001-132	R	05/13/24	05/14/24		80234722	N
			Vendor Total:	435.28							

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>DEBLO005 DEBLOCK ENVIRONMENTAL SVCS,LLC</b>														
		24-00156	02/08/24	BACK UP OPERATOR FOR AWWTP			B							
		5 INV	00011065	APRIL 2024	500.00	4-09-55-501-002-528		B Outside Consulting Services (B	R	03/01/24	05/15/24		00011065	N
		Vendor Total:			500.00									
<b>E0416 ENVIRONMENTAL RESOURCE ASSOC</b>														
		24-00261	03/04/24	WATERS-ERA PT STUDY WP350										
		1		WATERS-ERA PT-STUDY WP350	486.50	4-09-55-501-002-506		B Lab. Equipment & Supplies	R	03/04/24	05/15/24		069238	N
		2		FREIGHT	93.25	4-09-55-501-002-506		B Lab. Equipment & Supplies	R	03/04/24	05/15/24		069238	N
		3		HANDLING	15.00	4-09-55-501-002-506		B Lab. Equipment & Supplies	R	03/08/24	05/15/24		069238	N
					594.75									
		Vendor Total:			594.75									
<b>B0966 ERB'S GARAGE INC</b>														
		24-00553	05/13/24	ROAD CALL TO REPAIR VOLVO										
		1 INV	18000-ROAD CALL TO REPAIR		716.30	4-01-26-305-001-034		B Motor Vehicle Parts & Access.	R	05/13/24	05/15/24		18000	N
		Vendor Total:			716.30									
<b>Q0176 EUROFINS QC, LLC</b>														
		24-00547	05/13/24	WATER ANALYSIS										
		1 INV	6300057853-WATER ANALYSIS		247.50	4-09-55-501-001-532		B Outside Testing/Labs	R	05/13/24	05/15/24		6300057853	N
		Vendor Total:			247.50									
<b>G0337 GALL'S LLC</b>														
		24-00489	04/26/24	HPD SUPPLIES										
		1	HPD SUPPLIES		174.99	4-01-25-240-001-112		B Prisoner Expense	R	04/26/24	05/14/24		027778137	N
		Vendor Total:			174.99									
<b>GEETA005 GEETANJALI JAIN</b>														
		24-00404	04/08/24	MILEAGE REIMBURSEMENT 1ST QTR										
		1	MILEAGE REIMBURSEMENT 1ST QTR		192.96	4-01-27-330-001-045		B Mileage/Travel	R	04/08/24	05/14/24		1ST QTR 2024	N
		Vendor Total:			192.96									



Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge	PO Type Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>G1077 GEORGE S. COYNE CO., INC.</b>														
24-00124	02/02/24	RES 2023-213	LIME HI-CALC WTP			B								
6	INV 428844	4/26/24	LIMEHI-CALC	1,814.50	4-09-55-501-001-527		B Calcium Hydroxide - Lime	R	02/02/24	05/14/24			428844	N
24-00197	02/15/24	RES 2023-213	LIME-CALC AWWTP			B								
3	INV 429097	4/26/24	HI-CALC HYDRATED	1,814.50	4-09-55-501-002-553		B Calcium Hydroxide (Lime)	R	02/15/24	05/14/24			429097	N
24-00497	04/30/24	RES 2023-210	FLUORISILIC ACID			B								
2	INV 428845	4/26/24	FLUORIDE	1,182.00	4-09-55-501-001-528		B Fluorosilic Acid-	R	04/30/24	05/14/24			428845	N
Vendor Total:				4,811.00										
<b>G0050 GROVE SUPPLY INC</b>														
24-00500	04/30/24	COMP ADAPTER												
1	INV S6025449.001	COMP ADAPTER		9.65	4-01-26-310-001-024		B Building Maintenance	R	04/30/24	05/14/24			S6025449.001	N
Vendor Total:				9.65										
<b>H0122 HECTOR J. ORTIZ</b>														
24-00528	05/07/24	REIMBURSEMENT	EDUCATION											
1	REIMBURSEMENT	EDUCATION DPW		575.00	4-01-26-310-001-042		B Education & Training	R	05/07/24	05/14/24			PW-1303-SP24-2	N
Vendor Total:				575.00										
<b>HILLW005 HILL-WALLACK, LLP</b>														
24-00540	05/13/24	LEGAL INVOICES	THROUGH 4/30/24											
1	GENERAL MATTERS			4,834.50	4-01-20-155-001-027		B General Matters	R	05/13/24	05/14/24			760238	N
2	ENGINEERING MATTERS			397.28	4-01-20-165-001-028		B General Engineering	R	05/13/24	05/14/24			760239	N
3	ORDINANCES			115.50	4-01-20-155-001-027		B General Matters	R	05/13/24	05/14/24			760240	N
4	AFFORDABLE HOUSING MATTERS			33.00	4-01-20-155-001-027		B General Matters	R	05/13/24	05/14/24			760241	N
5	LEASE AGREEMENT WITH HIGHTS			462.00	4-01-20-165-001-028		B General Engineering	R	05/13/24	05/14/24			760242	N
6	LITIGATION MATTERS			181.50	4-01-20-155-001-033		B Litigation	R	05/13/24	05/14/24			760243	N
7	SHARED SERVICE AGREEMENT			115.50	4-01-20-155-001-027		B General Matters	R	05/13/24	05/14/24			760244	N
8	RUGMILL REDEVELOPMENT			49.50	4-01-20-155-001-032		B LEGAL COUNCIL-REDEVELOPMENT	R	05/13/24	05/14/24			760245	N
9	GENERAL TAX MATTERS			115.50	4-01-20-150-001-196		B Tax Appeals	R	05/13/24	05/14/24			760247	N
10	DEERFIELD WESTERLEA APARTMENTS			198.00	4-01-20-155-001-027		B General Matters	R	05/13/24	05/14/24			760248	N



Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
<b>J0378 KENNCO LLC</b>												
		24-00533	05/07/24	APRIL 2024 CYLINDER RENTAL								
		1 INV	R25195-APRIL 2024	CYLINDER	36.00	4-01-26-290-001-050	B DPW Work Equipment	R	05/07/24	05/14/24	R25195	N
		Vendor Total:			36.00							
<b>L0205 LANGUAGE LINE SERVICES</b>												
		24-00523	05/06/24	INV 11282245 APRIL INTERPRETER								
		1 INV	11282245 APRIL	INTERPRETER	328.31	4-01-25-240-001-111	B Interpretor	R	05/06/24	05/15/24	11282245	N
		Vendor Total:			328.31							
<b>M0127 MONMOUTH COUNTY</b>												
		24-00556	05/13/24	APRIL 2024 ROOSEVELT TIPPING								
		1 APRIL	2024 ROOSEVELT	TIPPING	2,370.10	4-01-43-513-001-171	B Borough of Roosevelt-Tipping Fees	R	05/13/24	05/15/24	APRIL 2024	N
		Vendor Total:			2,370.10							
<b>00019 O'BRIEN CONSULTING SERVICES</b>												
		24-00521	05/06/24	MONTHLY IT FEES APRIL 2024								
		1	MONTHLY IT FEES	APRIL 2024	900.00	4-01-25-240-001-029	B Maint. Contracts - Other	R	05/06/24	05/15/24	24-6659	N
		2	MONTHLY IT FEES	APRIL 2024	280.00	4-01-25-240-001-029	B Maint. Contracts - Other	R	05/06/24	05/15/24	24-6659	N
		3	MONTHLY IT FEES	APRIL 2024	8.50	4-01-25-240-001-029	B Maint. Contracts - Other	R	05/06/24	05/15/24	24-6659	N
					1,188.50							
		Vendor Total:			1,188.50							
<b>OLUWA005 OLUWABUKUNMI A. OGUNSOLA</b>												
		24-00469	04/19/24	LEADERSHIP INTERNSHIP 2024								
		1	LEADERSHIP INTERNSHIP	2024	200.00	4-01-27-335-001-137	B Contests	R	04/19/24	05/15/24	2024	N
		Vendor Total:			200.00							
<b>00050 ONE CALL CONCEPT INC</b>												
		24-00534	05/07/24	APRIL 2024 ONE CALL MSGS								
		1	APRIL 2024 ONE CALL	MSGs	77.93	4-09-55-501-001-535	B Hydrants and Line Repair	R	05/07/24	05/15/24	4045090	N
		Vendor Total:			77.93							



Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>ROBER020 ROBERT SACKOWITZ</b>												
	24-00376	04/03/24	REFUND OF ZONING PERMIT FEE									
	1		REFUND OF ZONING PERMIT FEE	50.00	4-01-55-004-000-005	B REFUND-PLANNING/ZONING	R	04/03/24	05/15/24		RES 2024-74	N
	Vendor Total:			50.00								
<b>S1096 STAPLES BUSINESS ADVANTAGE</b>												
	24-00518	05/06/24	HPD OFFICE SUPPLIES									
	1		HPD OFFICE SUPPLIES	61.95	4-01-25-240-001-036	B Office Supplies & Equipment	R	05/06/24	05/15/24		6002066473	N
	2		HPD OFFICE SUPPLIES	24.40	4-01-25-240-001-036	B Office Supplies & Equipment	R	05/06/24	05/15/24		6002066473	N
				86.35								
	Vendor Total:			86.35								
<b>STATE005 STATEWIDE INSURANCE FUND</b>												
	24-00515	05/02/24	INSTALLMENT 3/4 WC & LIABILITY									
	1		CURRENT FUND GENERAL LIABILITY	14,051.32	4-01-23-210-003-112	B General Liability-JIF	R	05/02/24	05/15/24		2024C37	N
	2		CURRENT FUND WORKER'S COMP 3/4	27,224.43	4-01-23-210-003-113	B Workers Compensation (JIF)	R	05/02/24	05/15/24		2024C37	N
	3		WORKER'S COMP 3/4 WTP	8,782.08	4-09-55-501-001-515	B County Insurance - JIF	R	05/02/24	05/15/24		2024C37	N
	4		WORKER'S COMP 3/4 AWWTP	37,762.92	4-09-55-501-002-515	B County Insurance - JIF	R	05/02/24	05/15/24		2024C37	N
				87,820.75								
	Vendor Total:			87,820.75								
<b>R0537 STITCHES N INK</b>												
	24-00555	05/13/24	2024 PORCHFEST SIGNS INV 22017									
	1		2024 PORCHFEST SIGNS INV 22017	133.00	G-02-41-761-000-000	B Mercer County Local Arts Grant	R	05/13/24	05/15/24		22017	N
	2		2024 PORCHFEST SIGNS DONATION	40.00	G-02-41-761-000-000	B Mercer County Local Arts Grant	R	05/13/24	05/15/24		22017	N
				93.00								
	Vendor Total:			93.00								
<b>TELCO005 TELCO BILL CENTER INC.</b>												
	24-00520	05/06/24	POTSOLVE RECURRING CHGS MAY 24									
	1		POTSOLVE RECURRING CHGS MAY 24	401.25	4-01-31-440-001-085	B Telephone-Block Line Systems, LLC LSI	R	05/06/24	05/15/24		3491	N
	Vendor Total:			401.25								

Vendor # Name	PO #	PO Date	Description	Contract Amount	PO Type Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>T0060 TOWNSHIP OF ROBBINSVILLE</b>												
	24-00563	05/13/24	2ND QTR EMS SHARED SVC 2024									
	1		2ND QTR EMS SHARED SVC 2024	10,000.00	4-01-43-514-001-169	B Emerg. Medical Serv.-Robbinsville	R	05/13/24	05/15/24		2ND QTR EMS2024	N
	Vendor Total:			10,000.00								
<b>T0147 TRACTOR SUPPLY COMPANY</b>												
	24-00531	05/07/24	WALK MOWER/SERVICE PLAN									
	1		INV 487686-WALK MOWER,	524.99	4-01-28-369-001-139	B Mower Repairs	R	05/07/24	05/15/24		487686	N
	Vendor Total:			524.99								
<b>T0110 TURF EQUIPMENT &amp; SUPPLY CO LLC</b>												
	24-00545	05/13/24	BLADES, BLADE BOLTS, CUP-SCALP									
	1		INV 70082397-00	261.60	4-01-28-369-001-139	B Mower Repairs	R	05/13/24	05/15/24		70082397-00	N
	Vendor Total:			261.60								
<b>T1886 TWINCO SUPPLY CO., INC</b>												
	24-00535	05/07/24	SM AND LG PLASTIC BAGS									
	1		L48225 - 40X48 TRASH BAGS	537.12	4-01-20-125-001-035	B Paper Products/Janitorial	R	05/07/24	05/15/24		025517 00	N
	2		S243306B - 24X23 TRASH BAGS	391.92	4-01-20-125-001-035	B Paper Products/Janitorial	R	05/07/24	05/15/24		025517 00	N
				929.04								
	Vendor Total:			929.04								
<b>U0144 UPS</b>												
	24-00526	05/06/24	INST OF FORENSIC SCI HPD									
	1		INST OF FORENSIC SCI HPD	24.87	4-01-25-240-001-199	B Miscellaneous	R	05/06/24	05/15/24		0000161Y33184	N
	2		PICK UP HPD 5/2/24	16.16	4-01-25-240-001-199	B Miscellaneous	R	05/06/24	05/15/24		0000161Y33184	N
				41.03								
	Vendor Total:			41.03								
<b>USELE005 US ELECTRICAL SERVICES, INC.</b>												
	24-00529	05/07/24	MIDGET FUSE									
	1		INV S125234796.001-MIDGET FUSE	395.46	4-09-55-501-001-535	B Hydrants and Line Repair	R	05/07/24	05/15/24		S125234796.001	N

Vendor #	Name	PO #	PO Date	Description	Contract	PO Type	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>USELE005 US ELECTRICAL SERVICES, INC. Continued</b>												
24-00529	05/07/24	MIDGET FUSE		Continued								
2	CREDIT	S125254811.001	292.38	4-09-55-501-001-535	B Hydrants and Line Repair	R	05/07/24	05/15/24			S125254811.001	N
			103.08									
Vendor Total:			103.08									
<b>U0013 USA BLUE BOOK</b>												
24-00330	03/20/24	QUOTE #1059366-2		LAB SUPPLY								
1	29792		46.20	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00313775	N
2	200544		34.25	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00313775	N
3	47848		155.37	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00312791	N
4	35253		84.00	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00332037	N
5	21132		55.95	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00312791	N
6	90338		60.82	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00312791	N
7	FREIGHT		32.52	4-09-55-501-002-506	B Lab. Equipment & Supplies	R	03/20/24	05/15/24			INV00312791	N
			469.11									
Vendor Total:			469.11									
<b>VERIZ015 VERIZON FIOS</b>												
24-00570	05/14/24	155-504-140-0001-53		5/9/24 HPD								
1	155-504-140-0001-53	5/9/24 HPD	193.58	4-01-20-140-001-060	B Internet Services and Web Services	R	05/14/24	05/15/24			155504140000153	N
Vendor Total:			193.58									
<b>VICTO005 VICTORIA MORA</b>												
24-00470	04/19/24	LEADERSHIP INTERNSHIP 2024										
1	LEADERSHIP INTERNSHIP 2024		200.00	4-01-27-335-001-137	B Contests	R	04/19/24	05/15/24			2024	N
Vendor Total:			200.00									
<b>W0071 WASTE MGMT OF NEW JERSEY, INC.</b>												
24-00123	02/02/24	RES 2023-208 SLUDGE REMOVAL		B								
6	INV 3193986-0502-6	APRIL 2024	10,545.10	4-09-55-501-002-538	B Sludge Removal/Disposal-waste Management	R	04/08/24	05/15/24			3193986-0502-6	N
24-00154	02/08/24	DUMPSTER RES2020-136 TO 2024		B								
17	INV 3194658-0502-0	5/1/24	289.25	4-01-26-305-001-029	B Contract-Dumpsters	R	04/12/24	05/15/24			3194658-0502-0	N

Vendor #	Name	PO #	PO Date	Description	Amount	Contract Charge Account	PO Type	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
W0071	WASTE MGMT OF NEW JERSEY, INC.	Continued												
24-00154	02/08/24	DUMPSTER RES2020-136 TO 2024				Continued								
18 INV	3194656-0502-4	5/1/24	579.15	4-01-26-305-001-029		B Contract-Dumpsters		R	04/12/24	05/15/24			3194656-0502-4	N
19 INV	3194656-0502-4	5/1/24	385.74	4-01-26-305-001-029		B Contract-Dumpsters		R	05/10/24	05/15/24			3194656-0502-4	N
20 INV	3194657-0502-2	5/1/24	1,499.40	4-01-26-305-001-029		B Contract-Dumpsters		R	05/10/24	05/15/24			3194657-0502-2	N
21 INV	3194657-0502-2	5/1/24	615.32	4-01-26-305-001-029		B Contract-Dumpsters		R	05/10/24	05/15/24			3194657-0502-2	N
			<u>3,368.86</u>											
Vendor Total:			13,913.96											

W1122	WYCKOFF'S MILL ASSOCIATION													
23-01363	10/26/23	2022 MUNICIPAL REIMBURSEMENT												
1	2022 SNOW REMOVAL		1,160.80	3-01-55-001-000-025		B ACCOUNTS PAYABLE		R	10/27/23	05/15/24			2022 SNOW	N
2	2022 LEAF REMOVAL		720.00	3-01-55-001-000-025		B ACCOUNTS PAYABLE		R	10/27/23	05/15/24			2022 LEAF	N
3	2022 STREET LIGHTING		2,271.78	3-01-55-001-000-025		B ACCOUNTS PAYABLE		R	10/27/23	05/15/24			2022 LIGHTING	N
4	2022 RECYCLING REIMBURSEMENT		1,967.28	3-01-55-001-000-025		B ACCOUNTS PAYABLE		R	10/27/23	05/15/24			2022 RECYCLE	N
			<u>6,119.86</u>											
Vendor Total:			6,119.86											

Total Purchase Orders: 55 Total P.O. Line Items: 99 Total List Amount: 251,192.25 Total Void Amount: 0.00



Totals by Year-Fund								
Fund Description	Fund	Budget Rcvd	Budget Held	Budget Total	Revenue Total	G/L Total	Project Total	Total
CURRENT FUND	3-01	6,319.86	0.00	6,319.86	0.00	0.00	0.00	6,319.86
CURRENT FUND	4-01	89,618.72	0.00	89,618.72	0.00	0.00	0.00	89,618.72
	4-09	67,284.99	0.00	67,284.99	0.00	0.00	0.00	67,284.99
	4-21	0.00	0.00	0.00	0.00	0.00	33.00	33.00
	Year Total:	156,903.71	0.00	156,903.71	0.00	0.00	33.00	156,936.71
GENERAL CAPITAL	C-04	43,995.00	0.00	43,995.00	0.00	0.00	0.00	43,995.00
	G-02	93.00	0.00	93.00	0.00	0.00	0.00	93.00
TRUST OTHER - FUND #12	T-12	43,847.68	0.00	43,847.68	0.00	0.00	0.00	43,847.68
Total of All Funds:		251,159.25	0.00	251,159.25	0.00	0.00	33.00	251,192.25

Project Description	Project No.	Rcvd Total	Held Total	Project Total
480 MERCER STREET WAREHOUSE	2022-06	33.00	0.00	33.00
Total of All Projects:		<u>33.00</u>	<u>0.00</u>	<u>33.00</u>

Date: May 20, 2024

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 5/20/2024

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
VERIZON	5/6/2024	24-00481	36920	\$ 567.00
BANK OF AMERICA	5/10/2024	24-00539	36992	\$ 1,686.60
JCP&L	5/10/2024	24-00538	36993	\$ 754.98
JCP&L (STREET LIGHTING)	5/10/2024	24-00537	36994	\$ 24.13
PSE&G	5/10/2024	24-00512	36995	\$ 725.56
VERIZON	5/10/2024	24-00536	36996	\$ 424.88
			<b>TOTAL</b>	<b>\$ 4,183.15</b>
<u>WATER AND SEWER OPERATING</u>				
BANK OF AMERICA	5/10/2024	24-00539	36992	\$ 324.38
JCP&L (STREET LIGHTING)	5/10/2024	24-00537	36994	\$ 48.08
PSE&G	5/10/2024	24-00512	36995	\$ 1,083.40
			<b>TOTAL</b>	<b>\$ 1,455.86</b>
<u>ESCROW</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>GRANT</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>TRUST- OTHER</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>ANIMAL CONTROL TRUST</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>LAW ENFORCEMENT TRUST</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>UNEMPLOYMENT TRUST</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>PUBLIC DEFENDER TRUST</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>TAX LIEN TRUST</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>GENERAL CAPITAL</u>				
			<b>TOTAL</b>	<b>\$ -</b>
<u>WATER AND SEWER CAPITAL</u>				
			<b>TOTAL</b>	<b>\$ -</b>
			<b>MANUAL TOTAL</b>	<b>\$ 5,639.01</b>

# Resolution 2024-101

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

**APPOINTING AND AUTHORIZING AN AGREEMENT FOR  
PROFESSIONAL LEGAL SERVICES, SPECIAL COUNSEL –  
MICHAEL HERBERT, PARKER MCCAY, P.A.**

**WHEREAS**, there exists the need for professional legal services, special counsel for instances where the Borough Attorney has a conflict; and

**WHEREAS**, the Borough Council wishes to appoint Michael Herbert , Esq. of Parker McCay, PA, Hamilton, New Jersey as Special Counsel; and

**WHEREAS**, the cost for the proposed services shall be \$200.00 per hour; and

**WHEREAS**, the total contract amount shall not exceed \$10,000.00 without further action from Borough Council; and

**WHEREAS**, funds for this purpose will be made available in the 2024 as necessary; and,

**WHEREAS**, the Local Public Contracts Law authorizes the awarding of a contract for “professional services” without public advertising for bids and bidding, provided that the Resolution authorizing the contract and the contract itself are available for public inspection in the office of the Municipal Clerk and that notice of the awarding of the contract be published in a newspaper of general circulation in the municipality; and

**WHEREAS**, the term of this contract shall be for the remainder of 2024; and

**WHEREAS**, this contract is intended to be awarded as a “non-fair and open contract” pursuant to and in accordance with the Local Unit Pay-to-Play Law.

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

1. That the Mayor is authorized to execute and the Borough Clerk to attest an Agreement between the Borough of Hightstown and Michael W. Herber, Esq, regarding the above-referenced professional legal services, as set forth herein.

2. That this contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because Parker McCay, P.A., is a firm whose attorneys are authorized by law to practice a recognized profession.
3. Notice of this award shall be published once as a legal advertisement in the official newspaper of The Borough of Hightstown within ten days of its adoption.

CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 20, 2024.

---

Margaret Riggio  
Borough Clerk

**MUNICIPAL ATTORNEYS'  
CONTRACT OF EMPLOYMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of **May 2024** between the **BOROUGH OF HIGHTSTOWN**, a municipal corporation organized pursuant to and governed by the laws of the State of New Jersey, with its principal office located at 156 Bank Street, Hightstown, New Jersey 08520 (hereinafter referred to as the “Borough”) and **PARKER McCAY P.A.**, a firm of licensed New Jersey attorneys, located at 3840 Quakerbridge Road, Suite 200, Hamilton, New Jersey 08619 (hereinafter referred to as the “Attorneys”),

**WITNESSETH** the following:

**WHEREAS**, there exists a need for the Borough to obtain counsel to provide legal services to the Borough for the year **2024** and appointment of **Special Counsel for instances where the Borough Counsel has a conflict**, is authorized by State law;

**WHEREAS**, Parker McCay P.A. is a firm of licensed New Jersey attorneys at law and is qualified and able to render legal services to the Township and its Mayor and governing body concerning Municipal issues; and

**WHEREAS**, the Local Public Contracts Law [N.J.S.A. 40A:11-1, *et seq.*] permits the award of contracts for “professional services” without competitive bids, and the services contemplated to be rendered by the Attorneys qualify as “professional services” under said law; and

**WHEREAS**, the Mayor and governing body have reviewed existing appropriations of funds and represents that sufficient funds have been appointed to pay for the professional services rendered by the Attorneys; and

**WHEREAS**, there is a need to reduce to writing the understanding and agreement that exists between the Borough and the Attorneys;

**NOW, THEREFORE**, inconsideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties hereto agree as follows:

**1. SCOPE & TERM** – The Attorneys agree to provide general legal services more particularly described within the agreement for the fees specified herein for a term between **May\_\_\_\_, 2024** and **December 31, 2024**, or until a successor is qualified and appointed, whichever occurs. **Michael W. Herbert, Esq.**, a Shareholder of the Firm, will be the attorney principally responsible for providing legal services to the Borough during the term of this contract.

2. **COMPENSATION** – For and in consideration of the services to be performed by the Attorneys on behalf of the Borough, the Borough agrees to pay promptly upon receipt of an appropriate voucher all charges for services rendered and costs expended. The Attorneys' fee shall be based on the fee schedule annexed hereto and made part hereof as **Exhibit B**.

3. **BILLING PROCEDURE** – In accordance with this contract, the Attorneys will provide billings on a periodic basis which will cover all fees and costs rightfully due and owing for the services they have performed or the out-of-pocket expenses they have incurred on behalf of the Borough.

4. **AUTHORIZATION OF WORK** – The fees referred to herein shall be applicable to all legal services rendered to the Borough. The Mayor and/or a majority of the members of the Township governing body shall have the power to authorize work under this contract to the extent that there are funds appropriated. The Mayor and/or governing body, prior to authorizing specific assignments on matters, may request from the Attorneys an estimate of the fees and costs anticipated.

5. **DUTIES** – The Borough hereby authorizes the Attorneys to be the legal advisors to the Mayor, governing body, and any other Municipal officers or employees that the Mayor or governing body shall designate with regard to Municipal matters, except as may be prohibited by the canons of professional ethics or applicable state and federal laws and regulations. The Attorneys shall prosecute and defend actions by and against the Borough in accordance with the law (except for those matters in Municipal Court, which are to be prosecuted by the Municipal prosecutor) relating to Municipal matters; and in furtherance of these powers and this authority, but without limitation thereto;

A. act as the chief legal officers for the Mayor and governing body with regard to Municipal matters and employ at their expense such personnel as are deemed necessary to carry out the duties prescribed for the office of Municipal attorneys;

B. advise the Borough as to the form and sufficiency of all ordinances, resolutions and other actions taken, prior to their being enacted, passed or taken, relating to Municipal matters;

C. review and approve all contracts, deeds, documents and other instruments prior to the execution thereof by or on behalf of the Borough; relating to Municipal matters;

D. conduct appeals from orders, decisions or judgements affecting any interest of the Borough as they, in their discretion may determine to be necessary or desirable, or as directed by the Borough, relating to Municipal matters;

E. subject to the approval of the Mayor and governing body, have the power to enter into any agreement, compromise or settlement of any litigation in which the Borough is involved, relating to Municipal matters;

F. render opinions orally or in writing upon any question of law submitted to them by the mayor or any member of the governing body, or anyone else authorized by the governing body or the Mayor to submit such questions with respect to their official powers and duties or the powers and duties of any officer or employee of the Borough, relating to Municipal matters;

G. maintain a record of all actions, suits, proceedings and matters which relate to the Borough's interests and report thereon from time to time to the Mayor and governing body as they require, and

H. have such other and different functions, powers and duties as may be provided by Borough resolutions, State statutes or administrative regulations.

**6. SPECIAL COUNSEL** – The Borough grants to the Attorneys, whenever the Attorneys deem the interest of the Borough require it, the right, with the approval of the governing body and within the limits of the available appropriations, to appoint legal counsel to assist them in the preparation, trial or argument of such legal matters or proceedings as they may determine. If the Attorneys should be disqualified with respect to any matter, the governing body shall appoint special counsel to represent the Borough with respect to such matters.

**7. PUBLIC OFFICIAL** – It is recognized that the Attorneys, while operating under this contract, will be performing a variety of services in a variety of capacities. It is hereby understood and agreed that the Attorneys, while acting on behalf of the municipality, are subject to the rights, duties and privileges that such an office entails, including any and all rights, privileges and immunities the Attorneys may enjoy under the New Jersey Tort Claims Act [N.J.S.A. 50:1-1, et seq.].

**8. LIMITATIONS ON SCOPE OF WORK** – This contract contemplates that the Attorneys will provide the services outlined within this contract for the funds provided. However, this contract further contemplates that there will be no unusual, unreasonable or material changes in the required scope of legal services delineated herein which will frustrate the desired goals of the parties. In the event that either party shall notify the other party to this contract, and upon such a determination the parties agree that the Borough may terminate further services in connection with the projects herein described until and unless additional funds are lawfully provided by the Borough and the written contract, covering the services to be performed has been entered into between the parties hereto.



**9. TERMINATION** – The Attorneys’ contract with the Borough shall be deemed terminated upon action by the Borough’s governing body either by action to so terminate or by appointment of a new **Special Counsel** at the beginning of the year **2025**. In the event neither situation occurs, then this contract shall continue in full force and effect to the same extent that funds are provided until a new contract has been entered into between the parties or until a successor has been appointed and qualified.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year first above written.

**BOROUGH OF HIGHTSTOWN**  
A municipal corporation of New Jersey,

By: \_\_\_\_\_  
SUSAN BLUTH, MAYOR

ATTEST: \_\_\_\_\_  
MARGARET RIGGIO  
BOROUGH CLERK

**PARKER McCAY P.A.**  
A Firm of Attorneys-at-Law

BY: \_\_\_\_\_  
MICHAEL W. HERBERT, ESQ.  
A Shareholder of the Firm

ATTEST:  \_\_\_\_\_  
CAROLYN J. RUTSKY, CFO/COO  
PARKER McCAY P.A.

## AFFIRMATIVE ACTION STATEMENT

The Contractor here agrees that during the performance of an Agreement with the **Borough of Hightstown for Special Counsel**, he/she will in all respects comply with Chapter 127 of the Public Laws of 1975 and further state agreement as follows:

**Mandatory Affirmative Action Language**  
**Procurement, Professional and Service Contracts**  
**P.L. 1975, c. 127 (N.J.A.C. 17:27)**  
**EXHIBIT A**

During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C.

17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor or its subcontractors shall furnish such reports or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office or conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)

Dated: 5/9/24

Print Name: Michael W. Herbert, Esq.

Signature: 

Official Position: Special Counsel Attorney

EXHIBIT B

FEE SCHEDULE

- Special Counsel: \$200/hour
- Disbursements:
  - Lexis Research: Varies According to Usage

\*Not to exceed \$10,000.

# Resolution 2024-102

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

## **RESOLUTION AUTHORIZING THE BOROUGH TO ACCEPT TITLE TO A VEHICLE TO BE UTILIZED BY THE HIGHTSTOWN FIRST AID SQUAD, INC.**

**WHEREAS**, the Hightstown First Aid Squad, Inc. (the “First Aid Squad”), which is a charitable non-profit organization in the State of New Jersey, has purchased a 2024 Chevrolet Tahoe vehicle, bearing VIN #1GNSKLEDORR207469 (the “vehicle”), which it wishes to utilize as an additional vehicle to provide EMS services to the residents of the Borough of Hightstown (the “Borough”); and

**WHEREAS**, the vehicle was purchased for the sum of \$49,480.22 and has approximately 10 miles on it at the time of purchase; and

**WHEREAS**, additional outfitting of the vehicle cost is \$20,486.13 bringing the total value of the new vehicle \$69,966.35; and

**WHEREAS**, the First Aid Squad has requested that the vehicle be added to the Borough’s insurance policy; and

**WHEREAS**, in order for the Borough to insure the vehicle, the vehicle must be under the record ownership of the Borough; and

**WHEREAS**, the Borough and the First Aid Squad (collectively, the “Parties”) have agreed to transfer the title of the vehicle to the Borough so that it may be added to the Borough’s insurance policy from this point forward; and

**WHEREAS**, this transfer of title shall be undertaken for nominal consideration; and

**WHEREAS**, the Parties have agreed that the First Aid Squad shall reserve the right to regain ownership of the vehicle from the Borough at any time, in the sole discretion of the First Aid Squad; and

**WHEREAS**, should the First Aid Squad choose to regain ownership of the vehicle, then the Borough shall return the title to the vehicle to the First Aid Squad and shall cease to insure the vehicle under the Borough’s insurance policy; at that point, the First Aid Squad shall be solely responsible for the cost of insuring the said vehicle.

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

1. That the Borough is hereby authorized to accept the title to and ownership of the vehicle so that the vehicle may be insured by the Borough. Said title transfer shall be effectuated for nominal consideration.
2. That, once the title to the vehicle has been transferred to the Borough, the Borough shall add the vehicle to its insurance policy through the Statewide Insurance Fund for total insurable amount of \$69,966.35.
3. Until confirmation that the vehicle has been added to the Borough's insurance policy, the vehicle shall not be driven.
4. That the First Aid Squad shall reserve the right to regain ownership of the vehicle from the Borough at any time, per the First Aid Squad's discretion. Should the First Aid Squad choose to regain ownership of the vehicle, then the Borough shall return the title to the vehicle to the First Aid Squad and shall cease to insure the vehicle. The First Aid Squad shall then be solely responsible for the cost of insuring the said vehicle from that point forward.
5. That the Borough Administrator is hereby authorized to execute any and all documents, and to perform any and all actions, that are necessary in order to effectuate the intentions of the within Resolution.
6. That a certified copy of this Resolution shall be provided to each of the following:
  - a. Hightstown First Aid Squad, Inc.;
  - b. Statewide Insurance Fund;
  - c. Wayne F. Deitz, CEO, D&H Alternative Risk Solutions, Inc.;
  - d. Dimitri Musing, Borough Administrator;
  - e. George Lang, Chief Financial Officer; and
  - f. Frederick C. Raffetto, Esq., Borough Attorney.

#### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 20, 2024.

---

Margaret Riggio  
Borough Clerk

# Resolution 2024-103

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

## **A RESOLUTION APPROVING FUN FRIDAYS FOR 2024 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 activities for the benefit of the Hightstown Community; and

**WHEREAS**, the Cultural Arts Commission will be hosting *Fun Fridays* during the summer of 2024; and

**WHEREAS**, Fun Fridays will be at Memorial Park on the following dates: June 21, 2024; August 23, 2024; September 20, 2024 and October 18, 2024 from 5:30 p.m. – 8:00 p.m.

**NOW THEREFORE BE IT RESOLVED** that the Mayor and Council of the Borough of Hightstown approve Fun Fridays 2024 as a sponsored and covered event and look forward to more successful community events in the Borough of Hightstown.

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 20, 2024.

---

Margaret Riggio  
Borough Clerk

# Resolution 2024-104

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN HIGHTSTOWN BOROUGH AND EAST WINDSOR TOWNSHIP FOR CONTRIBUTION OF THE MATCHING LOCAL SHARE FOR BUS SERVICES

**WHEREAS**, the Borough of Hightstown is desirous of entering into a renewed shared services agreement with the Township of East Windsor for the purpose of providing public transportation services for its citizens; and

**WHEREAS**, the term of said agreement shall be from July 1, 2023 through June 30, 2024; and

**WHEREAS**, the Borough's share of the cost of this service, by the terms of the agreement, is \$2,180.00, representing no increase from prior years; and

**WHEREAS**, the CFO has certified that funds for this purpose are available.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Mayor and Borough Clerk are hereby authorized and directed to execute a Shared Services Agreement for Contribution of the Matching Local Share for Bus Services with East Windsor Township in the amount of \$2,180.00.

### CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on June 5, 2023.

\_\_\_\_\_  
Margaret Riggio  
Borough Clerk

### CERTIFICATION OF FUNDS

I, George Lang, CFO of the Borough of Hightstown, certify availability of funds as follows:

Account #	Appropriation Title	Amount
3-01-43-510-001-159	Transportation 159	\$2,180.00

*George Lang*      05/17/2024

George Lang, CFO      DATE



**SHARED SERVICES AGREEMENT  
FOR CONTRIBUTION OF THE  
MATCHING LOCAL SHARE FOR  
BUS SERVICES.**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the *TOWNSHIP OF EAST WINDSOR*, located at 16 Lanning Boulevard, East Windsor, New Jersey 08520-1999, hereinafter, the “Township” and the *BOROUGH OF HIGHTSTOWN*, located at 156 Bank Street, Hightstown, New Jersey 08520, hereinafter the “Borough.”

**WITNESSETH:**

WHEREAS, N.J. Transit has offered funding to East Windsor Township of transportation services for the term beginning **July 1, 2023 through Jun 30, 2024**; and

WHEREAS, The Township of East Windsor, the Borough of Hightstown, and the County of Mercer have jointly agreed to provide the matching local share: and

WHEREAS, a good public transportation system decreases gasoline consumption, decreases traffic and parking congestion, improves air quality, provides mobility for residents who do not drive or cannot afford a taxi, decreases road maintenance costs and provides greater accessibility to the public, especially the elderly and the handicapped, to medical offices, shopping areas, and places of interest; and

WHEREAS, the Township of East Windsor, the Borough of Hightstown and the County of Mercer are desirous of providing public transportation services; and

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

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

1. Purpose. This agreement is to allocate expenses and responsibilities for the operation of transportation services as hereinafter described.

2. Commuter Bus Services. It is agreed and understood between the parties that the Township shall execute an agreement with a bus operator to provide a weekday commuter bus service to the Princeton Junction train station from East Windsor Township and Hightstown Borough.
3. Change in Service. The parties may agree in writing at any time to request that the Township modify the commuter bus schedule.
4. Community Bus Schedule. It is agreed and understood between the parties that the Township's Senior Center shall provide transportation services for senior citizens, the handicapped, and other residents of East Windsor Township and Hightstown Borough.
5. Term. This agreement shall be effective from **July 1, 2023 and shall continue through June 30, 2024**.
6. Transportation Costs. The estimated cost of bus services during the term of this agreement is approximately \$213,000.00. All contributions from Highstown Borough will go toward this cost.
7. Contribution. The Borough agrees to contribute **\$2,180.00** toward a minimum total local share of \$50,000.00 for transportation costs.
8. Authorization and Certification of Funds. Simultaneously, with the execution and delivery hereof, each party hereto shall deliver to each other party a true and complete copy of an ordinance or resolution, as appropriate, authorizing such party to enter in to this Agreement, together with a certificate showing the availability of funds for such party's contributions required by this Agreement.
9. Project Account. Non-Township cash contributions shall be given to the Township within sixty (60) days of the execution of this agreement, to be maintained in a separate account to be known as Project Account and to be disbursed solely for the costs of this project.
10. Accounting. The Borough may submit a written request to the Township for an accounting of monies disbursed for this project. The Township shall provide an accounting within forty-five (45) days receipt of such written request.
11. Termination. In the event the agreement with N.J. Transit or with the bus company is cancelled or terminated for any reason whatsoever, this agreement shall be null and

void. If this agreement is terminated prior to its term, the Township shall make payment for the Project Account for the amount of any costs incurred to the effective date of the notice of termination. If the agreement is terminated for any reason, any unexpended funds contributed by the Borough shall be returned to the Borough within forty-five (45) days in proportion to each parties' contributions.

12. Modifications. Except as otherwise provided in this agreement, this agreement may be modified only by prior written agreement of all parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the respective dates indicated below:

**TOWNSHIP OF EAST WINDSOR**

\_\_\_\_\_  
**Niven Raghib**  
**Deputy Municipal Clerk**

\_\_\_\_\_  
**JANICE S. MIRONOV**  
**Mayor**

**Date:** \_\_\_\_\_

**BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
**Peggy Riggio**  
**Borough Clerk**

\_\_\_\_\_  
**SUSAN BLUTH**  
**Mayor**

**Date:** \_\_\_\_\_

# Resolution 2024-105

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS PRIOR TO ADOPTION OF THE 2024 BUDGET

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

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

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

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

	<i><b>THIS RESOLUTION</b></i>	<i><b>PREVIOUS TOTAL</b></i>	<i><b>CUMULATIVE TOTAL</b></i>
Current	444,000.00	1,398,569.00	<b>1,842,569.00</b>
Capital Outlay – Current	0.00	0.00	<b>0.00</b>
Debt Service - Current	0.00	0.00	<b>0.00</b>
Water/Sewer	135,000.00	415,000.00	<b>550,000.00</b>
Capital Outlay – W/S	0.00	0.00	<b>0.00</b>
Debt Service - W/S	0.00	0.00	<b>0.00</b>
<b>TOTAL</b>	<b>579,000.00</b>	<b>1,813,569.00</b>	<b>2,392,569.00</b>

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

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

### CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 20, 2024.

\_\_\_\_\_  
Margaret Riggio  
Borough Clerk

Borough of Hightstown  
Emergency Temporary No. 3  
5/20/2024

**SCHEDULE "A"**

**Current Fund**

Financial Administration	Other Expenses	1,500.00
Assessment of Taxes	Salaries and Wages	2,000.00
Police	Salaries and Wages	250,000.00
Police	Other Expenses	50,000.00
Emergency Management	Salaries and Wages	3,500.00
Streets and Roads	Other Expenses	10,000.00
Buildings and Grounds	Other Expenses	40,000.00
Recycling	Salaries and Wages	15,000.00
Street Lighting	Other Expenses	6,000.00
Landfill	Other Expenses	50,000.00
Uniform Construction Code	Other Expenses	6,000.00
Housing	Other Expenses	2,000.00
Emergency Medical Robbinsville	Other Expenses	8,000.00
Total Current Fund		<u>444,000.00</u>

**Water-Sewer Operating Fund**

Salaries and Wages	65,000.00
Other Expenses	<u>70,000.00</u>
Total Water Sewer Operating	<u>135,000.00</u>
Total	<u><u>579,000.00</u></u>

**Ordinance 2024-XXX**

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

**CONFIRMING THE VACATION OF A PORTION OF SHANGLES ALLEY  
(MEASURING 13.00 FEET WIDE) LOCATED BETWEEN BLOCKS 38 AND 60,  
AS SHOWN ON SHEET 4 OF THE OFFICIAL TAX MAP OF  
THE BOROUGH OF HIGHTSTOWN, AND RESERVING A UTILITY EASEMENT IN  
FAVOR OF THE BOROUGH OVER THE ENTIRE AREA VACATED**

**WHEREAS**, pursuant to N.J.S.A. 40:67-1, *et seq.*, the governing body of every municipality may adopt an Ordinance to vacate any public street, highway, lane or alley, or any part thereof, or vacate any street, highway, lane, alley, square, place or park, or any part thereof, dedicated to public use but not accepted by the municipality, whether or not the same, or any part, has been actually opened or improved; and

**WHEREAS**, the Borough of Hightstown (the “Borough”) has determined that a portion of Shangles Alley (also referenced as the “alleyway”), located between the property identified as Block 38, Lot 1 and the properties identified as Block 60, Lots 24 and 25, as shown on Sheet 4 of the Official Tax Map of the Borough of Hightstown, is no longer needed for any public purpose(s) of the Borough; and

**WHEREAS**, the Borough has further determined that the public interest would be best served by vacating and relinquishing any interest held by the Borough in and to the said portion of Shangles Alley as set forth herein, subject to the reservation of a Utility Easement over the entire area vacated; and

**WHEREAS**, the specific portion of Shangles Alley which is the subject of the within Ordinance, and which shall be subject to the Utility Easement being retained by the Borough, is shown in more detail on the attached Survey Map entitled “Survey Map of Tax Map Lots 24 & 25, Block 60, Borough of Hightstown, Mercer County, New Jersey,” dated October 3, 2023 and prepared by Acre Land Surveying, which is attached hereto as Exhibit “A”; and

**WHEREAS**, once any interest held by the Borough in and to said portion of Shangles Alley has been vacated and relinquished, then each of the respective adjacent property owners shall obtain rights to the area vacated (each to the centerline thereof), subject to the reservation of a Utility Easement in favor of the Borough over the entire area vacated; and

**WHEREAS**, following the vacation, one-half of the area vacated shall merge with, consolidate with, and become part of the adjacent property which is located at Block 38, Lot 1 (278 Academy Street), and one-half of the area vacated shall merge with, consolidate with, and become part of Block 60, Lots 24 and 25 (collectively, 268 Academy Street), subject to the reservation of a Utility Easement in favor of the Borough over the entire area vacated; and

**WHEREAS**, the entire portion of the alleyway to be vacated pursuant to the within Ordinance is shown in more detail on the attached Plan entitled “Shangles Alley Right of Way Vacation Plan for Borough of Hightstown, Located in Borough of Hightstown, Mercer County, New Jersey,” dated March 8, 2024, last revised May 6, 2024 and prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), a copy of which is attached hereto as Exhibit “B”; and

**WHEREAS**, the specific areas to become merged with, consolidated with and part of the adjacent properties are also depicted on Exhibit “B”; and

**WHEREAS**, the total land area of the alleyway to be vacated is described in a legal description entitled “Legal Description of a 13.00 Foot Wide Right of Way Vacation of Shangles Alley located in the Borough of Hightstown, Mercer County, New Jersey,” dated May 6, 2024 and prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), which is attached hereto as Exhibit “C”; and

**WHEREAS**, the total land area of the Utility Easement to be reserved and retained by the Borough following the vacation is described in a legal description entitled “Legal Description of a 13.00 Foot Wide Utility Easement located in the Borough of Hightstown, Mercer County, New Jersey,” dated May 6, 2024 and prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), which is attached hereto as Exhibit “D”; and

**WHEREAS**, the portion of the alleyway to become merged with, consolidated with, and part of Block 38, Lot 1 (278 Academy Street), and which shall be subject to the reservation of the Utility Easement referenced herein in favor of the Borough, is more particularly described in a legal description entitled “Legal Description of a 6.50 Foot Wide Right of Way Vacation being the southerly half of Shangles Alley (13.00 Foot Wide Total ROW) to be combined with Lot 1, Block 38, located in the Borough of Hightstown, Mercer County, New Jersey,” dated May 6, 2024 and prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), which is attached hereto as Exhibit “E”; and

**WHEREAS**, the portion of the alleyway to become merged with, consolidated with, and part of Block 60, Lots 24 and 25 (268 Academy Street), and which shall be subject to the reservation of the Utility Easement referenced herein in favor of the Borough, is more particularly described in a legal description entitled “Legal Description of a 6.50 Foot Wide Right of Way Vacation being the northerly half of Shangles Alley (13.00 Foot Wide Total ROW) to be combined with Lots 24 and 25, Block 60, located in the Borough of Hightstown, Mercer County, New Jersey,” dated May 6, 2024 and prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), which is attached hereto as Exhibit “F”; and

**WHEREAS**, the Utility Easement to be reserved and retained by the Borough shall afford the Borough, its licensees, successors, agents and assigns (collectively, the “Grantee”), rights in perpetuity in, under, through, upon, over and across the land areas as described in the attached Exhibits “D”, “E” and “F” (collectively, the “Utility Easement area”) concerning all matters which the Grantee may, in its sole discretion and judgment, deem necessary or proper for the provision of sanitary sewer and water services, with full rights, privileges and authority, in perpetuity, for



the Grantee to enter upon the Utility Easement area now and in the future, at any time deemed necessary by the Grantee, for the purpose of testing, inspecting, installing, locating, relocating, altering, extending, constructing, building, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using a sanitary sewer and water system(s) including, but not limited to, mains, lines, pipes, ducts, conduits, cables, manholes, handholes, connections, enclosures, vents and other fixtures, appurtenances and facilities, together with access to, ingress and egress from, in, over and to all points of the Utility Easement area as is reasonable or necessary for the full use, occupancy and enjoyment of said Utility Easement; and

**WHEREAS**, the Utility Easement area shall be maintained free of obstructions in perpetuity and nothing shall be erected, planted, or allowed to grow in such a manner upon or within the Utility Easement area as shall interfere with the Grantee's ability to access subsurface improvements within the Utility Easement area, unless prior written approval is received from the Borough. If any part of the Utility Easement area is damaged or disturbed in any way by the property owners who are gaining rights to the Utility Easement area by virtue of the within Vacation Ordinance (and/or their successors in title), then said property owner(s) shall be solely responsible for, and shall bear the cost(s) associated with, the repair and/or replacement of the areas and/or improvements disturbed to the satisfaction of the Borough; and

**WHEREAS**, the Grantee shall be permitted upon the Utility Easement area in perpetuity for any purpose(s) deemed necessary whatsoever by the Grantee, in its sole discretion, without furnishing prior notice of said entry to the property owners who are gaining rights to the Utility Easement area by virtue of the within Vacation Ordinance (and/or their successors in title); and

**WHEREAS**, following adoption of the within Ordinance, and within sixty (60) days after the Ordinance has become effective, a certified copy of the within Ordinance, together with a copy of the proof(s) of publication thereof, shall be recorded in the Office of the Mercer County Clerk in the Book of "Vacations," in accordance with N.J.S.A. 40:67-21; and

**WHEREAS**, after the within Ordinance has been introduced, and at least one week prior to the time fixed for further consideration, a copy thereof (along with all attached Exhibits), together with a notice of the introduction, including the time and place as to when and where the Ordinance shall be further considered for final passage, shall be mailed to every person whose lands may be affected by the within Ordinance, so far as the same may be ascertained, directed to his/her last known post office address, in accordance with N.J.S.A. 40:49-6.

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

1. That any and all public right, title, interest and privileges now possessed by the Borough in and to the portion of Shangles Alley located between Block 38, Lot 1 and Block 60, Lots 24 and 25, as shown on Sheet 4 of the Official Tax Map of the Borough, and as depicted in more detail on the attached Survey Map dated October 3, 2023 and prepared by Acre Land Surveying (See Exhibit "A"), and as further depicted and described on the attached Plan dated March 8, 2024, last revised May 6, 2024 (See Exhibit "B"), and the attached legal description dated May 6, 2024 (See Exhibit "C"),



both of which were prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), are hereby confirmed to be vacated, relinquished, released and extinguished, subject to the provisions set forth herein.

2. That the vacation set forth in Paragraph 1 above is expressly subject to the reservation of a Utility Easement in favor of the Borough over the entire area vacated, which Utility Easement is described in more detail in a legal description dated May 6, 2024 and prepared by Roberts Engineering Group, LLC (Ted W. Pivovarnick, NJPLS #35868), which is attached hereto as Exhibit "D". The vacation is further subject to the provisions of Paragraphs 5, 6, and 7 below.
3. That one-half of the land area being vacated, measuring 6.50 feet wide, and as more specifically described in Exhibit "E", shall become merged with, consolidated with and part of Block 38, Lot 1 (278 Academy Street), subject to the reservation of the Utility Easement referenced herein in favor of the Borough (as specifically described within Exhibit E), and further subject to the provisions of Paragraphs 5, 6, and 7 below.
4. That one-half of the land area being vacated, measuring 6.50 feet wide, and as more specifically described in Exhibit "F", shall become merged with, consolidated with and part of, Block 60, Lots 24 and 25 (268 Academy Street), subject to the reservation of the Utility Easement referenced herein in favor of the Borough (as specifically described within Exhibit F), and further subject to the provisions of Paragraphs 5, 6, and 7 below.
5. That the Utility Easement to be reserved and retained by the Borough (as referenced in Paragraphs 2, 3 and 4 above) shall afford the Borough, its licensees, successors, agents and assigns (collectively, the "Grantee"), rights in perpetuity in, under, through, upon, over and across the land areas as described in the attached Exhibits "D", "E" and "F" (collectively, the "Utility Easement area") concerning all matters which the Grantee may, in its sole discretion and judgment, deem necessary or proper for the provision of sanitary sewer and water services, with full rights, privileges and authority, in perpetuity, for the Grantee to enter upon the Utility Easement area now and in the future, at any time deemed necessary by the Grantee, for the purpose of testing, inspecting, installing, locating, relocating, altering, extending, constructing, building, repairing, replacing, rebuilding, removing and perpetually operating, maintaining and using a sanitary sewer and water system(s) including, but not limited to, mains, lines, pipes, ducts, conduits, cables, manholes, handholes, connections, enclosures, vents and other fixtures, appurtenances and facilities, together with access to, ingress and egress from, in, over and to all points of the Utility Easement area as is reasonable or necessary for the full use, occupancy and enjoyment of said Utility Easement.
6. That the Utility Easement area shall be maintained free of obstructions in perpetuity and nothing shall be erected, planted, or allowed to grow in such a manner upon or within the Utility Easement area as shall interfere with the Grantee's ability to access subsurface improvements within the Utility Easement area, unless prior written approval is received from the Borough. If any part of the Utility Easement area is

- damaged or disturbed in any way by the property owners who are gaining rights to the Utility Easement area by virtue of the within Vacation Ordinance (and/or their successors in title), then said property owner(s) shall be solely responsible for, and shall bear the cost(s) associated with, the repair and/or replacement of the areas and/or improvements disturbed to the satisfaction of the Borough.
7. That the Grantee shall be permitted upon the Utility Easement area in perpetuity for any purpose(s) deemed necessary whatsoever by the Grantee, in its sole discretion, without furnishing prior notice of said entry to the property owners who are gaining rights to the Utility Easement area by virtue of the within Vacation Ordinance (and/or their successors in title).
  8. That there is hereby reserved and excepted from said vacation all rights and privileges now possessed by public utilities, as defined in R.S. 48:2-13, and by any cable television company as defined in the "Cable Television Act." P.L. 1972, c. 186 (C. 48:5A-1, *et seq.*), to maintain, repair or replace their existing facilities in, adjacent to, over or under any part thereof of the area being vacated.
  9. That all relevant Borough officials, employees and agents are hereby authorized and directed to undertake all actions and to prepare and/or revise all documents and Borough records that are necessary in order to effectuate the intentions of this Ordinance.
  10. That the Mayor is hereby authorized to execute and the Borough Clerk to attest all documents, and to perform all actions, which are required in order to effectuate the intentions of this Ordinance, so long as said documents are in a form satisfactory to the Borough Attorney.
  11. That, following adoption, and within sixty (60) days after the Ordinance has become effective, a certified copy of the within Ordinance (along with all attached Exhibits), together with a copy of the proof(s) of publication thereof, shall be recorded in the Office of the Mercer County Clerk in the Book of "Vacations," in accordance with N.J.S.A. 40:67-21.
  12. That, after the within Ordinance has been introduced, and at least one week prior to the time fixed for further consideration, a copy thereof (along with all attached Exhibits), together with a notice of the introduction, including the time and place as to when and where the Ordinance shall be further considered for final passage, shall be mailed to every person whose lands may be affected by the within Ordinance, so far as the same may be ascertained, directed to his/her last known post office address, in accordance with N.J.S.A. 40:49-6.
  13. That the provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the

Ordinance actually adjudged to be invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

14. That all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistencies.
15. That this Ordinance shall take effect upon final passage and publication in accordance with the law, and following recordation with the County of Mercer in the “Book of Vacations” pursuant to N.J.S.A. 40:67-21.

ATTEST:

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MARGARET RIGGIO  
MUNICIPAL CLERK

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SUSAN BLUTH  
MAYOR

FOR DISCUSSION



May 14, 2024

Dimitri Musing, Administrator  
The Borough of Hightstown  
156 Bank Street  
Hightstown, NJ 08520

Dear Mr. Musing,

Old Hights Brewing Company is writing to request consideration for a separate water meter that can be used on the supply line of our brew house tank water. This brew house tank water is used solely for our product, which contains water as the main ingredient. As such, this water does not go back to the sewer plant, so we request it only be billed for water usage, not sewer.

The original water/sewer meter would continue to monitor all other water use for the building (bathrooms, sinks, and any spray down hoses). We are happy to supply further information if requested or find it necessary.

We look forward to hearing from you.

Regards,

Charles S. Stults, IV  
President, Old Hights Brewing Company  
123 W. Ward St.  
Hightstown NJ 08520  
(609)468-6664  
[lee@oldhightsbrewingcompany.com](mailto:lee@oldhightsbrewingcompany.com)

Cc: Scott Wilson, Wilson Property Management, LLC

# Resolution 2024-106

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

## **AUTHORIZING A MEETING WHICH EXCLUDES THE PUBLIC**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that this body will hold a meeting on May 6, 2024, at the Hightstown Firehouse Hall, 140 North Main Street, Hightstown, that will be limited only to consideration of an item or items with respect to which the public may be excluded pursuant to section 7b of the Open Public Meetings Act.

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

Contract Negotiations – Dutch Neck Road Improvements  
Contract Negotiations – Lead Service Line Replacement  
Contract Negotiations – Harvest Fair

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 August 20, 2024, or when the need for confidentiality no longer exists.

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

## **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on May 20, 2024.

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Margaret Riggio  
Borough Clerk