

**AGENDA**  
**Hightstown Borough Council**  
**August 5, 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**

July 15, 2025 – Public Session

July 24, 2024 – Capital Budget Public Session

July 24, 2024 – Executive Session

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

**Ordinances**

**Ordinance 2024-10 Final Reading and Public Hearing** An Ordinance of the Borough of Hightstown, County of Mercer, Vacating a Portion of the Mechanic Street Right of Way South of Bank Street to Be Combined with New Lot 1.01 in Block 30

**Ordinance 2024-12 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 \$400,400 Therefor and Authorizing the Issuance of \$381,200 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

**Ordinance 2024-13 First Reading and Introduction** – Bond Ordinance Providing for the Acquisition of a Closed Circuit Television System for the Water/Sewer Utility in and by the Borough of Hightstown, In the County of Mercer, New Jersey, Appropriating \$28,000 Therefor and Authorizing the Issuance of \$26,600 Bonds or Notes of the Borough to Finance Part of the Cost Thereof

**Resolutions**

**2024-143** Authorizing Payment of Bills

**2024-144** Resolution of the Borough of Hightstown Authorizing Execution of Public Access Easement with 3PRC, LLC

**2024-145** Resolution Authorizing Emergency Purchase Pursuant to NJSA 40A:11-6

**Consent Agenda**

**2024-146** Authorizing Receipt of Bids for Chemicals

**2024-147** Authorizing Payment No. 2, Final and Change Order No. 1, Final – Seacoast Construction, Inc. (Stockton Street Curb & Sidewalk Improvements)

**2024-148** Authorizing Release of Escrow Funds – Michael Nolan (Block 40; Lot 16 200-202 South Academy Street)

**2024-149** Authorizing Emergency Temporary Appropriations Prior to Adoption of the 2024 Budget

**Discussion**

**Subcommittee Reports**

**Mayor/Council/Administrative Updates**

**Adjournment**

# Ordinance 2024-10

BOROUGH OF HIGHTSTONW  
COUNTY OF MERCER  
STATE OF NEW JERSEY

**ORDINANCE OF THE BOROUGH OF HIGHTSTOWN, COUNTY OF  
MERCER, VACATING A PORTION OF THE MECHANIC STREET  
RIGHT OF WAY SOUTH OF BANK STREET TO BE COMBINED WITH  
NEW LOT 1.01 IN BLOCK 30**

**WHEREAS**, the governing body of the Borough of Hightstown (the “**Borough**”) is authorized to determine whether certain property located within the Borough is in need of redevelopment under the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Borough designated the properties known as Block 54, Lots 6-10, 13, 14.01, 16.01 & 23; Block 40, Lots 14-28; Block 33, Lots 1-30 & 32-36; Block 30, Lots 1-13; Block 28, Lots 56 & 57; and Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; and Block 18, Lots 8-12 on the Borough’s official tax map (collectively, the “**Redevelopment Area**”), as an “area in need of redevelopment”; and

**WHEREAS**, by Ordinance 2020-04, adopted on August 3, 2020, the Borough Council adopted a new redevelopment plan titled the “Bank Street Redevelopment Plan,” dated July 20, 2020 (together with any further amendments thereto, the “**Redevelopment Plan**”), applicable to the portion of the Redevelopment Area known as “Sub Area I (Bank Street),” as expanded; and

**WHEREAS**, the Borough and 3PRC, LLC (the “**Redeveloper**”) are about to enter into a redevelopment agreement (the “**Redevelopment Agreement**”), pursuant to which the Redeveloper will redevelop the portion of the Redevelopment Area consisting of: (i) Block 30, Lot 1.01 (comprised of a portion of former Lot 1, and former Lots 2-7, 10 and 11, and a portion of former lot 12 in Block 30); (ii) Block 21, Lot 1.01 (comprised of former Lots 1-13, 20 & 26 in Block 21); (iii) Block 21, Lot 14; and (iv) Block 8, Lot 12 on the Borough’s official tax map (collectively, the “**Project Area**”), which constitutes part of Sub-Area I (Bank Street), as expanded; and

**WHEREAS**, in accordance with the Redevelopment Agreement, the Redeveloper will construct, on the Project Area, a project including a maximum of 343 rental apartments and 43 townhomes, together with associated parking and other infrastructure improvements and appurtenances, and/or other optional structures (collectively, the “**Project**”); and

**WHEREAS**, in accordance with and as part of the subdivision application submitted by the Redeveloper and approved by the Hightstown Borough Planning Board (the “**Planning Board**”) pursuant to Resolution No. 2023-10, a portion of Lot 1 and Lots 2 through 7 and 10, 11, and a portion of Lot 12 in Block 30 on the official tax map of the Borough of Hightstown were consolidated to create new “Tract B,” as depicted on the Subdivision Plat, which was redesignated by the Borough Tax Assessor as Block 30, Lot 1.01 on the Borough’s tax map; and

**WHEREAS**, the Planning Board also approved the vacation of a portion of the Mechanic Street right-of-way lying south of Bank Street and situated adjacent to new Lot 1.01 in Block 30, which said portion of Mechanic Street is described in **Exhibit A** attached hereto and depicted in **Exhibit B** hereto (the “**Vacated Area**”), with the Vacated Area being combined with and incorporated into Block 30, Lot 1.01; and

**WHEREAS**, in accordance with the Redevelopment Plan, the vacation of the Vacated Area will be subject to the provision, by the Redeveloper to the Borough, of an access easement permitting adequate public utilities and public access to the Project’s parking garage and an alternate access for the Hightstown Engine Company; and

**WHEREAS**, the aforesaid access easement is set forth on the Subdivision Plat approved by the Planning Board as a “40’ wide Access and Utility Esmt.,” which depicts therein existing utility improvements, as well as potable water and storm sewer infrastructure to be installed by the Redeveloper, thereby establishing the dual purpose (access and utilities) of the easement; and

**WHEREAS**, *N.J.S.A. 40A:12A-8f and 40:67-1 et seq.* permit the Borough to close and vacate its interest in streets where necessary for projects such as the Project.

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

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length

**Section 2.** The Vacated Area is hereby vacated in accordance with Planning Board Resolution No. 2023-10, with the Vacated Area being combined with new Lot 1.01 in Block 30; provided, however, that all rights and privileges possessed by public utilities, as defined in *N.J.S.A. 48:2-13*, and by any cable television company, as defined in the Cable Television Act, P.L.1972, c. 186, to maintain, repair and replace their existing facilities in, adjacent to, over or under the street, highway, lane, alley, square, place or park, or any part thereof, to be vacated, are expressly reserved and excepted from the vacation set forth above.

**Section 3.** The Mayor is hereby authorized and directed to execute any and all documents necessary to convey any remaining fee interest in the Vacated Area, surviving the consolidation of the Vacated Area with new Lot 1.01 in Block 30, to the Redeveloper.

**Section 4.** The Borough Clerk is hereby authorized and directed to: (i) publish notice of the introduction of this ordinance pursuant to *N.J.S.A. 40:49-2*; provided, however, that notice as to such introduction and public hearing shall be made, pursuant to *N.J.S.A. 40:49-6*, at least ten (10) days prior to the public hearing and adoption hereof; and (ii) to mail, at least one week prior to the public hearing and adoption hereof, a copy of the notice referenced in subsection (i) hereof to every person whose lands may be affected by this ordinance.

**Section 5.** Within sixty (60) days after adoption of this ordinance, the Borough Clerk is authorized and directed to cause a certified copy of this Ordinance to be filed with the Clerk of Mercer County, pursuant to *N.J.S.A. 40:67-2*.

**Section 6.** This ordinance shall take effect in accordance with all applicable laws and upon the Borough and the Redeveloper executing the Redevelopment Agreement, whichever shall later occur.

Introduction: June 17, 2024

Adoption: **TABLED AT THE JULY 15TH MEETING. PUBLIC HEARING SCHEDULED FOR AUGUST 5, 2024.**

ATTEST:

---

MARGARET RIGGIO  
MUNICIPAL CLERK

---

SUSAN BLUTH  
MAYOR

**Exhibit A**

**Description of Vacated Area**

101 Crawfords Corner Road  
Suite 3400  
Holmdel, NJ 07733  
Main: 877 627 3772



**DESCRIPTION OF PROPERTY**  
**BOROUGH OF HIGHTSTOWN**  
**MERCER COUNTY, NEW JERSEY**

**MECHANIC STREET VACATION**  
**PROJECT NO. 16001094B**  
**SEPTEMBER 8, 2023**  
**PAGE 1 | 1**

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Hightstown, in the County of Mercer and the State of New Jersey, and being and being a portion of Mechanic Street (50' wide right of way) to be vacated and combine with Lot 1.01, Block 30, as shown on a map entitled "Minor Subdivision for PRC Hightstown, Block 21, Lots 1-3, 20, 21 & 26, Block 30. Lots 1-7 & 10-13, Boro. of Hightstown, Mercer County, New Jersey", prepared by Colliers Engineering & Design, dated August 10, 2020 and revised through September 8, 2023, and being more particularly bounded and described as follows:

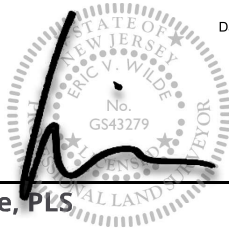
**BEGINNING** at the intersection of the southerly right of way line of Bank Street (45' wide right of way) with the easterly right of way line of Mechanic Street (50' wide right of way), and running, thence -

1. **S 13° 32' 03" W, 184.66 feet**, along the aforesaid easterly right of way line of Mechanic Street, to the southerly terminus of the same, thence -
2. **N 72° 20' 20" W, 50.13 feet**, along the aforesaid southerly terminus of Mechanic Street, to the westerly right of way line of Mechanic Street, thence -
3. **N 13° 32' 03" E, 180.95 feet**, along the aforesaid westerly right of way line of Mechanic Street, to the aforesaid southerly right of way line of Bank Street, thence -
4. **S 76° 35' 19" E, 50.00 feet**, along the aforesaid southerly right of way line of Bank Street, to the Point and Place of **BEGINNING**.

**CONTAINING:** 9,140 square feet or 0.210 acres of land more or less.

**SUBJECT TO:** to all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Colliers Engineering & Design and is based on the aforesaid Minor Subdivision.



Digitally signed by Eric Wilde  
Date: 2023.09.11 13:50:11-04'00'

**Eric V. Wilde, PLS**  
New Jersey Professional Land Surveyor  
License Number GS43279

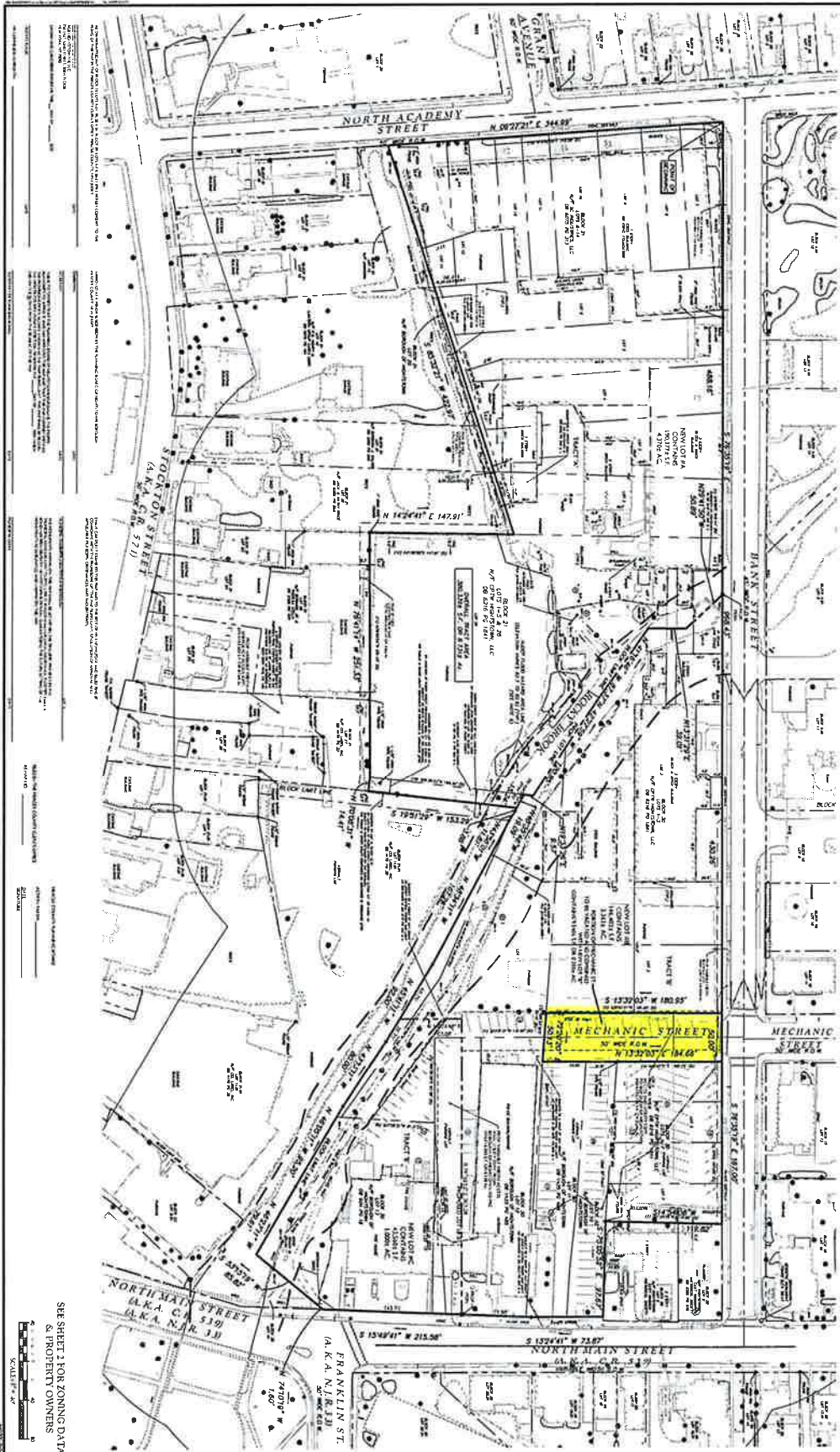
September 11, 2023

**Date:**

**Exhibit B**

**Map of Vacated Area**





**GENERAL NOTES**

1. THE MAPPER HAS CONDUCTED VISUAL SURVEYS OF THE SUBJECT AREA AND HAS FOUND THE INFORMATION TO BE ACCURATE AND COMPLETE.
2. THE MAPPER HAS CONDUCTED VISUAL SURVEYS OF THE SUBJECT AREA AND HAS FOUND THE INFORMATION TO BE ACCURATE AND COMPLETE.
3. THE MAPPER HAS CONDUCTED VISUAL SURVEYS OF THE SUBJECT AREA AND HAS FOUND THE INFORMATION TO BE ACCURATE AND COMPLETE.
4. THE MAPPER HAS CONDUCTED VISUAL SURVEYS OF THE SUBJECT AREA AND HAS FOUND THE INFORMATION TO BE ACCURATE AND COMPLETE.
5. THE MAPPER HAS CONDUCTED VISUAL SURVEYS OF THE SUBJECT AREA AND HAS FOUND THE INFORMATION TO BE ACCURATE AND COMPLETE.

PROPERTY ADDRESS	OWNER	DATE
100 NORTH MAIN STREET	JOHN J. BROWN	10/15/23
102 NORTH MAIN STREET	JOHN J. BROWN	10/15/23
104 NORTH MAIN STREET	JOHN J. BROWN	10/15/23

PROPERTY ADDRESS	OWNER	DATE
106 NORTH MAIN STREET	JOHN J. BROWN	10/15/23
108 NORTH MAIN STREET	JOHN J. BROWN	10/15/23
110 NORTH MAIN STREET	JOHN J. BROWN	10/15/23

PROPERTY ADDRESS	OWNER	DATE
112 NORTH MAIN STREET	JOHN J. BROWN	10/15/23
114 NORTH MAIN STREET	JOHN J. BROWN	10/15/23
116 NORTH MAIN STREET	JOHN J. BROWN	10/15/23

SEE SHEET 1 FOR ZONING DATA & PROPERTY OWNERS

**ERIC V. WALDE**  
MINOR SUBDIVISION FOR PRC HIGHSTOWN

BLOCK 21  
LOTS 14, 20, 21 & 26  
BLOCKS 20, LOTS 17 & 20  
BORO OF HIGHTSTOWN  
NEW JERSEY

**MASER**

811

# Ordinance 2023-12

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

**BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER, NEW JERSEY, APPROPRIATING \$400,400 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$381,200 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 \$400,400, and further including the aggregate sum of \$19,200 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$381,200 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	Appropriation and Estimated <u>Cost</u>	Estimated Maximum Amount of <u>Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
<p>a) <b><u>Police Department</u></b></p> <p>Acquisition of lockers, office panels/workspace dividers and a sport utility vehicle (including outfitting), including all related costs and expenditures incidental thereto.</p>	\$129,400	\$123,200	5 years
<p>b) <b><u>Fire Department</u></b></p> <p>1) Acquisition of self-contained breathing apparatus and masks, turnout gear and a dry suit, including all related costs and expenditures incidental thereto.</p>	\$60,500	\$57,600	5 years
<p>2) Acquisition of rescue air bags, a vehicle stabilization strut system, bailout repel systems, hydrant hookups, hand tools for fire trucks and an underwater diver communication system, including all related costs and expenditures incidental thereto.</p>	\$79,500	\$75,700	15 years

<p>c) <b><u>Public Works Department</u></b></p> <p>Acquisition of a diesel dump truck with snow plow, including all related costs and expenditures incidental thereto.</p>	<p><u>\$131,000</u></p>	<p><u>\$124,700</u></p>	<p>10 years</p>
<p>Total</p>	<p><u>\$400,400</u></p>	<p><u>\$381,200</u></p>	

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

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

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

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 8.62 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 \$381,200, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

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

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

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

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

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

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

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

Introduction:

Adoption:

ATTEST:

---

MARGARET RIGGIO  
MUNICIPAL CLERK

---

SUSAN BLUTH  
MAYOR

# Ordinance 2024-13

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

**BOND ORDINANCE PROVIDING FOR THE ACQUISITION OF A CLOSED  
CIRCUIT TELEVISION SYSTEM FOR THE WATER/SEWER UTILITY IN  
AND BY THE BOROUGH OF HIGHTSTOWN, IN THE COUNTY OF MERCER,  
NEW JERSEY, APPROPRIATING \$28,000 THEREFOR AND AUTHORIZING  
THE ISSUANCE OF \$26,600 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") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$28,000, including the sum of \$1,400 as the down payment required by the Local Bond Law. The down payment is now 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 improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$26,600 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.



Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the acquisition of a closed circuit television system for the Water/Sewer Utility, including all work and materials necessary therefor and incidental thereto.

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

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

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

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

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

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

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

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

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

provided in this bond ordinance by \$26,600, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$1,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

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

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

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

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

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

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

Introduction:

Adoption:

ATTEST:

---

MARGARET RIGGIO  
MUNICIPAL CLERK

---

SUSAN BLUTH  
MAYOR

# Resolution 2024-143

*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 \$360,395.85 from the following accounts:

Current	\$215,264.21
W/S Operating	104,235.81
General Capital	3,661.75
Water/Sewer Capital	20,475.31
Grant	0.00
Trust	13,341.27
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	3,000.00
Escrow	<u>417.50</u>
Total	<u>\$360,395.85</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 August 5, 2024.

---

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	PO Type	Amount	Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date	Invoice	1099 Excl
<b>APENN005 A. PENNACCHI AND SONS</b>															
		24-00482	04/26/24	LIMESTONE MONUMENT RESTORATION											
		1		LIMESTONE MONUMENT RESTORATION	7,200.00	T-12-56-286-000-883			B Insurance Reimbursements Pending	R	04/26/24	07/31/24		7/25/24	N
		Vendor Total:			7,200.00										
<b>APRUZ005 APRUZZESE, MCDERMOTT, MASTRO &amp;</b>															
		24-00806	07/22/24	JUNE 2024 LABOR INVOICE 233527											
		1		JUNE 2024 LABOR INVOICE 233527	370.00	4-01-20-155-001-031			B Labor, Personnel & Union Council	R	07/22/24	07/30/24		233527	N
		Vendor Total:			370.00										
<b>BUCKM005 BUCK MINING &amp; MATERIAL INC</b>															
		24-00832	07/23/24	JULY 2024 YARD DISPOSAL											
		1		INV 1272-JULY 2024	264.00	4-01-26-311-001-168			B Yardwaste	R	07/23/24	07/30/24		1272	N
		Vendor Total:			264.00										
<b>CGPH0005 CGP&amp;H</b>															
		24-00835	07/24/24	AFF HOUSING RES 2024-15 JUN'24											
		1		AFF HOUSING RES 2024-15 JUN'24	200.00	4-01-21-180-001-108			B COAH Planning	R	07/29/24	07/31/24		51035	N
		2		AFF HOUSING RES 2024-15 JUN'24	77.50	4-01-21-180-001-108			B COAH Planning	R	07/29/24	07/31/24		51035	N
		Vendor Total:			277.50										
<b>CLARK005 CLARKE CATON HINTZ</b>															
		24-00809	07/22/24	Prof Services through 6/28/24											
		1		Fair Share Monitor Report	1,150.50	4-01-21-180-001-108			B COAH Planning	R	07/22/24	07/30/24		90061	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
CLARK005 CLARKE CATON HINTZ Continued														
		24-00809	07/22/24	Prof Services through 6/28/24		Continued								
				2 MP Reexam & Attend PB Mtg 6/10	1,020.00	4-01-21-180-001-108		B COAH Planning	R	07/22/24	07/30/24		90062	N
					2,170.50									
				Vendor Total:	2,170.50									
CREAT005 CREATE STREET														
		24-00796	07/12/24	4 X 4 PATCHES QUOTE 136										
				1 4 X 4 PATCHES QUOTE 136	400.00	4-01-25-256-002-043		B Uniforms	R	07/12/24	07/30/24		136	N
				Vendor Total:	400.00									
CRYST005 CRYSTAL SPRINGS														
		24-00694	06/17/24	DISTILLED WATER										
				1 CRYSTAL SPRINGS 5G DISTILLED	143.88	4-09-55-501-002-506		B Lab. Equipment & Supplies	R	06/17/24	07/30/24		23244637 071924	N
				2 DELIVERY FEE	13.99	4-09-55-501-002-506		B Lab. Equipment & Supplies	R	06/17/24	07/30/24		23244637 071924	N
					157.87									
				Vendor Total:	157.87									
DEBLO005 DEBLOCK ENVIRONMENTAL SVCS,LLC														
		24-00156	02/08/24	BACK UP OPERATOR FOR AWWTP		B								
				7 INVOICE 00011333 6/25/24	500.00	4-09-55-501-002-528		B Outside Consulting Services (B	R	06/05/24	07/30/24		00011333	N
				Vendor Total:	500.00									
E0576 EAST WINDSOR REGIONAL SCHOOL														
		24-00824	07/23/24	MAY 2024 FUEL USE										
				1 MAY 2024 FUEL USE-AWWTP	48.66	4-09-55-501-002-512		B Motor Fuel	R	07/23/24	07/30/24		MAY 2024	N
				2 MAY 2024 FUEL USE-CONSTRUCTION	52.25	4-01-31-460-001-151		B MOTOR FUEL-CONSTRUCTION DEPARTMENT	R	07/23/24	07/30/24		MAY 2024	N
				3 MAY 2024 FUEL USE-FIRE	350.69	4-01-31-460-001-166		B Motor Fuel - Fire Dept.	R	07/23/24	07/30/24		MAY 2024	N
				4 MAY 2024 FUEL USE-FIRST AID	308.43	4-01-31-460-001-148		B Motor Fuel - Emergency Medical	R	07/23/24	07/30/24		MAY 2024	N
				5 MAY 2024 FUEL USE-GARBAGE	1,338.05	4-01-31-460-001-147		B Motor Fuel - Public Works	R	07/23/24	07/30/24		MAY 2024	N
				6 MAY 2024 FUEL USE-POLICE	2,315.90	4-01-31-460-001-145		B Motor Fuel - Police	R	07/23/24	07/30/24		MAY 2024	N
				7 MAY 2024 FUEL USE-STREETS	780.97	4-01-31-460-001-147		B Motor Fuel - Public Works	R	07/23/24	07/30/24		MAY 2024	N
				8 MAY 2024 FUEL USE-WATER	300.10	4-09-55-501-001-512		B Motor Fuel	R	07/23/24	07/30/24		MAY 2024	N

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
E0576	EAST WINDSOR REGIONAL SCHOOL	Continued												
24-00824	07/23/24	MAY 2024	FUEL USE			Continued								
9	MAY 2024	FUEL FACILITY FEE	120.00	4-01-31-460-001-144	B Upgrades to Fueling Facility	R	07/23/24	07/30/24		MAY 2024			N	
			5,615.05											
	Vendor Total:		5,615.05											
Q0176	EUROFINS QC, LLC													
24-00829	07/23/24	WATER ANALYSIS												
1	INV 6300061018	WATER ANALYSIS	247.50	4-09-55-501-001-532	B Outside Testing/Labs	R	07/23/24	07/31/24		6300061018			N	
2	INV 6300060847	WATER ANALYSIS	407.50	4-09-55-501-001-532	B Outside Testing/Labs	R	07/23/24	07/31/24		6300060847			N	
			655.00											
	Vendor Total:		655.00											
FASTR005	FAST RESCUE SOLUTIONS, LLC													
24-00722	06/25/24	RESCUE EXTRICATION GLOVES												
1	RESCUE EXTRICATION GLOVES	2,860.00	4-01-25-252-002-056	B Fire & Other Safety Equipment	R	06/25/24	07/30/24		2090				N	
	Vendor Total:		2,860.00											
G1077	GEORGE S. COYNE CO., INC.													
24-00124	02/02/24	RES 2023-213	LIME HI-CALC WTP		B									
9	INV 433322	7/2/24	LIME HI-CALC	4,536.25	4-09-55-501-001-527	B Calcium Hydroxide - Lime	R	06/05/24	07/30/24		433322		N	
24-00197	02/15/24	RES 2023-213	LIME-CALC AWTP		B									
4	INV 433020	6/28/24	LIME	1,814.50	4-09-55-501-002-553	B Calcium Hydroxide (Lime)	R	02/15/24	07/30/24		433020		N	
	Vendor Total:		6,350.75											
G0038	GOLD TYPE BUSINESS MACHINE													
24-00793	07/12/24	QUARTERLY E-TICKET FEES												
1	QUARTERLY E-TICKET FEES	2,110.90	4-01-25-240-001-029	B Maint. Contracts - Other	R	07/12/24	07/30/24		0000045276				N	
	Vendor Total:		2,110.90											



Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	1099
	Item Description				Enc Date Date	Date Invoice	Excl
<b>HILLW005 HILL-WALLACK, LLP</b>							
	24-00834 07/24/24 LEGAL INVOICES THROUGH 6/30/24						
	1 INV 767894 GENERAL MATTERS		2,937.00 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767894	N
	2 INV 767895 ENGINEERING MATTERS		16.50 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767895	N
	3 INV 767896 LABOR MATTERS		49.50 4-01-20-155-001-031 B Labor, Personnel & Union Council	R	07/24/24 07/30/24	767896	N
	4 INV 767897 ORDINANCES		330.00 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767897	N
	5 INV 767898 HIGHTS REALTY LEASE		132.00 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767898	N
	6 INV 767899 LITIGATION MATTERS		643.50 4-01-20-155-001-033 B Litigation	R	07/24/24 07/30/24	767899	N
	7 INV 767900 SHARED SVC AGREEMNT		16.50 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767900	N
	8 INV 767903 SHANGLES ALLEY		304.50 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767903	N
	9 INV 767904 DAVKAT REALTY CORP		379.50 4-01-20-155-001-027 B General Matters	R	07/24/24 07/30/24	767904	N
			4,809.00				
	24-00839 07/24/24 Prof. services through 6/30/24						
	1 Phone conference		66.00 2022-06 P 480 MERCER STREET WAREHOUSE	R	07/24/24 07/30/24	767902	N
	Vendor Total:		4,875.00				
<b>H1100 HOME DEPOT CREDIT SERVICES</b>							
	24-00798 07/12/24 JUNE/JULY 2024 INVOICES						
	1 INV 2621190-MIB 40Z		7.68 4-01-26-290-001-034 B Motor Vehicle Parts & Access.	R	07/12/24 07/30/24	2621190	N
	2 INV 7023108-4X8 PLYWOOD, FLYTRP		121.95 4-09-55-501-002-529 B Sewer Main Repair/Supplies	R	07/12/24 07/30/24	7023108	N
	3 INV 1044041-4FT LED CW 2PK		31.96 4-01-26-310-001-024 B Building Maintenance	R	07/12/24 07/30/24	1044041	N
	4 INV 5522304-TAMPER GFCI WHITE		21.40 4-01-26-290-001-050 B DPW Work Equipment	R	07/12/24 07/30/24	5522304	N
	5 INV 8515544-4FT 96WATT INTEGR		34.97 4-09-55-501-001-503 B Water Plant Maintenance	R	07/12/24 07/30/24	8515544	N
	6 INV 4022605-LEAF RAKE, ADAPTER		32.51 4-01-28-369-001-140 B Landscape Maintenance	R	07/12/24 07/30/24	4022605	N
	7 INV 8021316-16FT #2 PRIME PT		33.52 4-01-28-369-001-140 B Landscape Maintenance	R	07/12/24 07/30/24	8021316	N
	8 INV 5611397-WASP & HORNET SPRY		13.94 4-01-26-290-001-127 B Street Repair & Maintenance	R	07/12/24 07/30/24	5611397	N
			297.93				
	Vendor Total:		297.93				
<b>JERSE015 JERSEY AUTO SUPPLY INC.</b>							
	24-00792 07/12/24 JUNE 2024 INVOICES						
	1 INV 273706-ATC7-1 FUSE,		8.70 4-01-26-290-001-050 B DPW Work Equipment	R	07/12/24 07/30/24	273706	N
	2 INV 273866-2013 FORD ESCAPE		54.11 4-09-55-501-002-502 B Vehicle Maintenance	R	07/12/24 07/30/24	273866	N
	3 INV 273818-NAPA NON DETER 30QT		195.87 4-09-55-501-002-503 B Sewer Plant Maintenance	R	07/12/24 07/30/24	273818	N





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>N0275 NJ LEAGUE OF MUNICIPALITIES</b>														
24-00810	07/22/24	OPRA Seminar												
1	OPRA Seminar	8/28/24	P. RIGGIO	45.00	4-01-20-120-001-042	B	Education & Training	R	07/23/24	07/30/24		8/28/24		N
Vendor Total:				45.00										
<b>N0170 NORCIA CORP.</b>														
24-00826	07/23/24	REPAIR LEAF TRUCK												
1	ESTIMATE	19790-REPAIR LEAF TRK	4,325.00	T-12-56-286-000-806	B	RESERVE-RECYCLING	R	07/23/24	07/30/24			84535		N
2	PARTS		1,816.27	T-12-56-286-000-806	B	RESERVE-RECYCLING	R	07/30/24	07/30/24			84535		N
			6,141.27											
Vendor Total:				6,141.27										
<b>00050 ONE CALL CONCEPT INC</b>														
24-00770	07/08/24	JUNE 2024 ONE CALL MSGS												
1	JUNE 2024 ONE CALL MSGS		56.12	4-09-55-501-001-535	B	Hydrants and Line Repair	R	07/08/24	07/31/24			4065089		N
Vendor Total:				56.12										
<b>P0088 PARKER MCCAY, P.A.</b>														
24-00807	07/22/24	Billing thru 6/30/24												
1	Attorney communication		55.50	2022-04	P	424 Stockton Street	R	07/22/24	07/30/24			3183460		N
Vendor Total:				55.50										
<b>PHOEN005 PHOENIX ADVISORS</b>														
24-00813	07/23/24	CONSULTING FOR POL/COURT BLDG												
1	CONSULTING FOR POL/COURT BLDG		780.00	4-01-20-100-001-031	B	PROF SERVICES	R	07/23/24	07/30/24			14126		N
Vendor Total:				780.00										
<b>POLIC005 POLICE &amp; SHERIFFS PRESS, INC</b>														
24-00814	07/23/24	BOROUGH EMPLOYEE PHOTO ID												
1	BOROUGH EMPLOYEE PHOTO ID		17.60	4-01-20-125-001-023	B	Printing & Stationary	R	07/23/24	07/30/24			195279		N
Vendor Total:				17.60										

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>POLYD005 POLYDYNE INC</b>														
24-00066	01/24/24	CLARIFLOC NE-255555	RES2024-31			B								
9	INV 1851523	7/23/24	DRUMS	3,330.00	4-09-55-501-002-544		B Zeta Lyte 2800CH-Custom Envir.Tech, Inc.	R	06/05/24	07/30/24			1851523	N
Vendor Total:				3,330.00										
<b>REDAR005 RED ARROW TECHNOLOGIES, LLC</b>														
24-00780	07/08/24	VOIP INV 16276	HFD & MAIN											
1	VOIP SVCS JULY 2024	HFD		121.37	4-01-31-440-001-085		B Telephone-Block Line Systems, LLC LSI	R	07/08/24	07/31/24			16276	N
2	VOIP SVCS JUL 2024	MAIN OFFICE		496.04	4-01-31-440-001-085		B Telephone-Block Line Systems, LLC LSI	R	07/08/24	07/31/24			16276	N
				617.41										
24-00830	07/23/24	VOIP SVCS JUL 2024	HPD/AWWTP											
1	VOIP SVCS JUL 2024	AWWTP		179.75	4-09-55-501-003-548		B Telephone-	R	07/23/24	07/30/24			16296	N
2	VOIP SVCS JUL 2024	HPD		375.61	4-01-31-440-001-085		B Telephone-Block Line Systems, LLC LSI	R	07/23/24	07/30/24			16296	N
Vendor Total:				1,172.77										
<b>R0077 ROBERTS ENGINEERING GRP LLC</b>														
24-00847	07/30/24	BILLING THROUGH 7/20/24												
1	SW MANAGEMENT PLAN	8984		1,985.00	4-01-20-165-001-106		B Misc. Road & Drainage Issues(B	R	07/30/24	07/31/24			8984	N
2	TIER A REQUIREMENTS	8985		1,747.50	4-01-20-165-001-106		B Misc. Road & Drainage Issues(B	R	07/30/24	07/31/24			8985	N
3	NJDOT GRANTS 2025 MUNI AID	8986		2,030.00	4-01-20-165-001-106		B Misc. Road & Drainage Issues(B	R	07/30/24	07/31/24			8986	N
4	MISC ROADS	8987		616.00	4-01-20-165-001-028		B General Engineering	R	07/30/24	07/31/24			8987	N
5	GENERAL WATER	8988		2,842.50	4-09-55-501-001-508		B Engineer	R	07/30/24	07/31/24			8988	N
6	LEAD WATER SERVICES	8989		1,170.00	4-09-55-501-001-508		B Engineer	R	07/30/24	07/31/24			8989	N
7	AWWTP ACTIVATED SLUDGE IMP	8990		187.50	4-09-55-501-002-508		B Engineer	R	07/30/24	07/31/24			8990	N
8	IMP TO RR & DEY ST	8993		678.00	C-04-55-894-002-447		B RAILROAD AVE & DEY STREET SOFT COSTS	R	07/30/24	07/31/24			8993	N
9	IMP TO HAUSSER, BENNETT &			813.75	C-04-55-894-001-447		B HAUSER, BENNETT PL PROSPECT DR SOFT COST	R	07/30/24	07/31/24			8994	N
10	EW STOCKTON ST CURB & SIDEWALK			270.00	4-01-43-519-001-199		B STOCKTON ST. IMPROVEMENTS-EAST WINDSOR	R	07/30/24	07/31/24			8996	N
11	W & S IMP ORCHARD, MEADOW &			13,221.00	C-08-55-969-001-544		B IMP TO ORCHARD, CLOVER & S. MAIN SEC 20	R	07/30/24	07/31/24			8997	N
12	ROADWAY IMP TO MAXWELL	8998		1,900.00	C-04-55-899-000-447		B MAXWELL AVE IMPROVEMENTS SEC. 20	R	07/30/24	07/31/24			8998	N
13	WATER IMP TO MAXWELL	8999		437.50	C-08-55-971-000-544		B MAXWELL AVE WATER-SEWER IMP. SEC 20	R	07/30/24	07/31/24			8999	N
14	HIGHTSTOWN STOCKTON ST CURB &			270.00	C-04-55-880-001-447		B RETAINING WALL 17-9,STOCKTON SIDEW SEC20	R	07/30/24	07/31/24			8995	N
				28,168.75										

Vendor # Name	PO # PO Date Description	Contract PO Type	Amount Charge Account	Acct Type Description	Stat/Chk	First Enc Date	Rcvd Date	Chk/Void Date Invoice	1099 Excl
<b>R0077 ROBERTS ENGINEERING GRP LLC Continued</b>									
	24-00848 07/30/24 Billing through 7/20/2024								
	1 Attend PB Meeting 7/8/2024		360.00 4-01-21-180-001-106	B Planning Board Engineer-General	R	07/30/24	07/31/24	8991	N
	2 Onsite inspection/prep report		296.00 MIL11-02	P MILLSTONE BASIN HABITAT	R	07/30/24	07/31/24	9000	N
			656.00						
	Vendor Total:		28,824.75						
<b>SHUPP005 SHUPPER-BRICKLE EQUIPMENT CO</b>									
	24-00719 06/25/24 DISK FILTER REPLACEMENT PROJ								
	1 DISK FILTER REPLACEMENT PROJ		6,816.81 C-08-55-963-000-541	B MONORAIL LIFT SYSTEM 2020-16	R	06/25/24	07/30/24	1909308	N
	2 DISK FILTER REPLACEMENT PROJ		1,517.19 4-09-55-501-002-503	B Sewer Plant Maintenance	R	06/25/24	07/30/24	1909308	N
	3 SHIPPING/FREIGHT ON CRANE		506.00 4-09-55-501-002-503	B Sewer Plant Maintenance	R	06/25/24	07/30/24	1909308	N
	4 1 TON CHAINFALL TROLLEY		625.00 4-09-55-501-002-503	B Sewer Plant Maintenance	R	06/25/24	07/30/24	1909312	N
	5 SHIPPING ON TROLLEY		30.48 4-09-55-501-002-503	B Sewer Plant Maintenance	R	07/24/24	07/30/24	1909312	N
			9,495.48						
	Vendor Total:		9,495.48						
<b>S1096 STAPLES BUSINESS ADVANTAGE</b>									
	24-00818 07/23/24 HPD OFFICE SUPPLIES								
	1 HPD OFFICE SUPPLIES		73.05 4-01-25-240-001-036	B Office Supplies & Equipment	R	07/23/24	07/30/24	6006980972	N
	2 HPD OFFICE SUPPLIES		30.86 4-01-25-240-001-036	B Office Supplies & Equipment	R	07/23/24	07/30/24	6006980972	N
	3 HPD OFFICE SUPPLIES		32.86 4-01-25-240-001-036	B Office Supplies & Equipment	R	07/23/24	07/30/24	6007034699	N
			136.77						
	Vendor Total:		136.77						
<b>S0029 STATE TOXICOLOGY LABORATORY</b>									
	24-00754 07/03/24 RANDOM DRUG SCREEN								
	1 RANDOM DRUG SCREEN		90.00 4-01-25-240-001-093	B Medical Exams/Hepatitis B Shot	R	07/03/24	07/30/24	1/31/24	N
	Vendor Total:		90.00						
<b>STATE005 STATEWIDE INSURANCE FUND</b>									
	24-00723 06/25/24 INSTALLMENT 4/4 WC & LIABILITY								
	1 CURRENT FUND GENERAL LIABILITY		14,051.32 4-01-23-210-003-112	B General Liability-JIF	R	06/25/24	07/30/24	2024D37	N
	2 CURRENT FUND WORKER'S COMP 4/4		27,224.43 4-01-23-210-003-113	B Workers Compensation (JIF)	R	06/25/24	07/30/24	2024D37	N



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>T0141 TREAT'S GARAGE</b>															
24-00815	07/23/24	HPD VEHICLE MAINTENANCE													
1		HPD VEHICLE MAINTENANCE	150.00	4-01-26-315-001-131	B	Vehicle Maint. - Police	R	07/23/24	07/31/24		61122			N	
Vendor Total:			150.00												
<b>T1886 TWINCO SUPPLY CO., INC</b>															
24-00781	07/08/24	LARGE TRASH BAGS													
1		L48225-40X48 TRASH BAGS	537.12	4-01-20-125-001-035	B	Paper Products/Janitorial	R	07/08/24	07/31/24		025534	00		N	
Vendor Total:			537.12												
<b>U0013 USA BLUE BOOK</b>															
24-00797	07/12/24	ROSS ULTRA TRIODE													
1		INV 00405016-ROSS ULTRA TRIODE	760.60	4-09-55-501-001-506	B	Laboratory Supplies	R	07/12/24	07/31/24		INV00405016			N	
2		FREIGHT	13.16	4-09-55-501-001-506	B	Laboratory Supplies	R	07/12/24	07/31/24		INV00405016			N	
			<u>773.76</u>												
24-00822	07/23/24	QUOTE #1087054-5													
1		SKIMMING NET 1/16" MESH	94.04	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
2		FIBERGLASS POLE 8/16' W/POOL	97.92	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
3		ALGAE BRUSH SS BRISTLE 18"W	58.15	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
4		TREATMENT PLANT LOG BOOK 2/PK	81.38	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
5		SLUDGE JUDGE ULTRA COMPLETE	221.11	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
6		ALUMINUM POLE 6-12' W/POOL	55.24	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
7		SHIPPING	129.94	4-09-55-501-002-503	B	Sewer Plant Maintenance	R	07/23/24	07/31/24		INV00432280			N	
			<u>737.78</u>												
Vendor Total:			1,511.54												
<b>U0061 USALCO, LLC</b>															
24-00067	01/25/24	RES 2023-211 ALUMINUM SULFATE			B										
4		INV 910111210R 6/17/24	5,960.49	4-09-55-501-002-542	B	Aluminum Sulfate	R	01/25/24	07/31/24		910111210R			N	
Vendor Total:			5,960.49												



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>VIKIN005 VIKING TERMITE &amp; PEST CONTROL</b>														
24-00828	07/23/24	JULY 2024	SERVICE-PD											
1	INV	901849663	JULY 2024	SRVC	21.60	4-01-26-310-001-029	B Maintenance Contracts		R	07/23/24	07/31/24		901849663	N
24-00831	07/23/24	JULY 2024	SERVICE MUNICIPAL/PW											
1	INV	901849655	JULY 2024	SRVC	21.60	4-01-26-310-001-029	B Maintenance Contracts		R	07/23/24	07/31/24		901849655	N
				Vendor Total:	43.20									
<b>W0002 W.B. MASON CO., INC.</b>														
24-00657	06/10/24	HPD OFFICE SUPPLIES												
1	HPD OFFICE SUPPLIES				22.56	4-01-25-240-001-036	B Office Supplies & Equipment		R	06/10/24	07/31/24		247683681	N
				Vendor Total:	22.56									
<b>W0071 WASTE MGMT OF NEW JERSEY, INC.</b>														
24-00123	02/02/24	RES 2023-208	SLUDGE REMOVAL				B							
8	INV	3206023-0502-3	SLUDGE REM		11,582.10	4-09-55-501-002-538	B Sludge Removal/Disposal-waste Management		R	06/05/24	07/31/24		3206023-0502-3	N
24-00154	02/08/24	DUMPSTER RES2020-136 TO 2024					B							
27	INV	3206701-0502-4	7/1/24		289.25	4-01-26-305-001-029	B Contract-Dumpsters		R	06/27/24	07/31/24		3206701-0502-4	N
28	INV	3206699-0502-0	7/1/24		579.15	4-01-26-305-001-029	B Contract-Dumpsters		R	06/27/24	07/31/24		3206699-0502-0	N
29	INV	3206699-0502-0	7/1/24		385.74	4-01-26-305-001-029	B Contract-Dumpsters		R	07/10/24	07/31/24		3206699-0502-0	N
30	INV	3206700-0502-6	7/1/24		1,499.40	4-01-26-305-001-029	B Contract-Dumpsters		R	07/10/24	07/31/24		3206700-0502-6	N
31	INV	3206700-0502-6	7/1/24		615.32	4-01-26-305-001-029	B Contract-Dumpsters		R	07/10/24	07/31/24		3206700-0502-6	N
					3,368.86									
				Vendor Total:	14,950.96									
<b>W0098 WATER ENVIRONMENT FEDERATION</b>														
24-00800	07/12/24	ANNUAL MEMBERSHIP FEES												
1	ANNUAL MEMBERSHIP FEE				117.00	4-09-55-501-002-519	B Professional Assoc. Dues		R	07/12/24	07/31/24		000374467	N
				Vendor Total:	117.00									

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
W0286	WEST WINDSOR TOWNSHIP	24-00230	02/23/24	2024 HEALTH INTERLOCAL		B							
		4		2024 HEALTH INTERLOCAL 3RD QTR	6,179.75	4-01-43-511-001-026	B West Windsor Health Contract	R	07/12/24	07/31/24		8-1-24	N
	Vendor Total:				6,179.75								

Total Purchase Orders: 58 Total P.O. Line Items: 140 Total List Amount: 282,569.74 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	4,604.00	0.00	4,604.00	0.00	0.00	0.00	4,604.00
CURRENT FUND	4-01	152,542.26	0.00	152,542.26	0.00	0.00	0.00	152,542.26
	4-09	84,527.65	0.00	84,527.65	0.00	0.00	0.00	84,527.65
	4-21	0.00	0.00	0.00	0.00	0.00	417.50	417.50
Year Total:		237,069.91	0.00	237,069.91	0.00	0.00	417.50	237,487.41
GENERAL CAPITAL	C-04	3,661.75	0.00	3,661.75	0.00	0.00	0.00	3,661.75
WATER/SEWER CAPITAL	C-08	20,475.31	0.00	20,475.31	0.00	0.00	0.00	20,475.31
Year Total:		24,137.06	0.00	24,137.06	0.00	0.00	0.00	24,137.06
TRUST OTHER - FUND #12	T-12	13,341.27	0.00	13,341.27	0.00	0.00	0.00	13,341.27
PUBLIC DEFENDER TRUST FUND-#17	T-17	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00
Year Total:		16,341.27	0.00	16,341.27	0.00	0.00	0.00	16,341.27
Total of All Funds:		282,152.24	0.00	282,152.24	0.00	0.00	417.50	282,569.74

Project Description	Project No.	Rcvd Total	Held Total	Project Total
424 Stockton Street	2022-04	55.50	0.00	55.50
480 MERCER STREET WAREHOUSE	2022-06	66.00	0.00	66.00
MILLSTONE BASIN HABITAT	MIL11-02	296.00	0.00	296.00
Total of All Projects:		<u>417.50</u>	<u>0.00</u>	<u>417.50</u>

Date: August 5, 2024

To: Mayor and Council

From: Finance Office

Re: Manual Bill List for 8/5/2024

<u>CURRENT ACCOUNT</u>	<u>DATE ISSUED</u>	<u>PO #</u>	<u>CHECK #</u>	<u>Amount</u>
PICTURE SHOW ENT.	7/11/2024	24-00789	37197	\$ 575.10
BANK OF AMERICA	7/12/2024	24-00790	37199	\$ 1,251.12
PICTURE SHOW ENT.	7/19/2024	24-00805	37258	\$ 575.10
STATE OF N.J.-DEPT OF TREASURY	7/15/2024	24-00742	1614	\$ 52,766.98
PHILADELPHIA ZOO	7/22/2024	24-00808	37259	\$ 828.00
HURRICANE HARBOR NEW JERSEY	7/29/2024	24-00842	37260	\$ 2,121.65
	<b>TOTAL</b>			<u><u>\$ 58,117.95</u></u>
<u>WATER AND SEWER OPERATING</u>				
BANK OF AMERICA	7/12/2024	24-00790	37199	\$ 739.62
STATE OF N.J.-DEPT OF TREASURY	7/15/2024	24-00742	1418	\$ 18,968.54
	<b>TOTAL</b>			<u><u>\$ 19,708.16</u></u>
<u>ESCROW</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>GRANT</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>TRUST- OTHER</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>ANIMAL CONTROL TRUST</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>LAW ENFORCEMENT TRUST</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>UNEMPLOYMENT TRUST</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>PUBLIC DEFENDER TRUST</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>TAX LIEN TRUST</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>GENERAL CAPITAL</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<u>WATER AND SEWER CAPITAL</u>				
	<b>TOTAL</b>			<u><u>\$ -</u></u>
<b>MANUAL TOTAL</b>				<u><u>\$ 77,826.11</u></u>

# Resolution 2024-144

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

## **RESOLUTION OF THE BOROUGH OF HIGHTSTOWN AUTHORIZING EXECUTION OF PUBLIC ACCESS EASEMENT WITH 3PRC, LLC**

**WHEREAS**, the governing body of the Borough of Hightstown (the “**Borough**”) is authorized to determine whether certain property located within the Borough is in need of redevelopment under the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Borough designated the properties known as Block 54, Lots 6-10, 13, 14.01, 16.01 & 23; Block 40, Lots 14-28; Block 33, Lots 1-30 & 32-36; Block 30, Lots 1-13; Block 28, Lots 56 & 57; and Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; and Block 18, Lots 8-12 on the Borough’s official tax map (collectively, the “**Redevelopment Area**”), as an “area in need of redevelopment”; and

**WHEREAS**, by Ordinance 2020-04, adopted on August 3, 2020, the Borough Council adopted a new redevelopment plan entitled the “Bank Street Redevelopment Plan,” dated July 20, 2020 (together with any further amendments thereto, the “**Redevelopment Plan**”), applicable to the portion of the Redevelopment Area known as Sub Area I (as expanded); and

**WHEREAS**, the Borough and 3PRC, LLC (the “**Redeveloper**”) are about to enter into a redevelopment agreement (the “**Redevelopment Agreement**”), pursuant to which the Redeveloper will redevelop the portion of the Redevelopment Area consisting of: (i) Block 30, Lot 1.01 (comprised of a portion of former Lot 1, and former Lots 2-7, 10 and 11, and a portion of former Lot 12 in Block 30; (ii) Block 21, Lot 1.01 (comprised of former Lots 1-13, 20 & 26 in Block 21); (iii) Block 21, Lot 14; and (iv) Block 8, Lot 12 on the Borough’s official tax map (collectively, the “**Project Area**”), which constitutes part of Sub-Area I (Bank Street), as expanded; and

**WHEREAS**, in accordance with the Redevelopment Agreement, the Redeveloper will construct, on the Project Area, a project including a maximum of 343 rental apartments and 43 townhomes, together with associated parking and other infrastructure improvements and appurtenances, and/or other optional structures (collectively, the “**Project**”); and

**WHEREAS**, the Planning Board also acknowledged and/or approved the prospective vacation, by the Borough Council, of a portion of the Mechanic Street right-of-way lying south of Bank Street and situated adjacent to new Lot 1.01 in Block 30 (said portion of Mechanic Street hereinafter the “**Vacated Area**”), with the Vacated Area being combined with and incorporated into Block 30, Lot 1.01; and

**WHEREAS**, in accordance with the Redevelopment Plan, the vacation of the Vacated Area will be subject to the provision, by the Redeveloper to the Borough, of a non-exclusive

easement (the “**Easement**”), in perpetuity, in, over, above, through and across a portion of the Vacated Area and an additional portion of Block 30, Lot 1.01 (namely, a portion of former Lot 1 in Block 30) (the “**Easement Premises**”), providing for: (1) access to the public for ingress and egress purposes to and from the public portion of the Project’s parking garage, and an alternate, secured, and/or controlled means of access to and from the Hightstown Engine Company (Grantee may elect, in its discretion, whether to control such access by way of signage and/or by way of an access control gate, as set forth in Section 3, infra, of this Easement); and (2) (i) access for public and/or Borough-owned utilities, and cable television companies to maintain, repair, and replace their existing facilities, including water, sanitary sewer, electric, gas and telephone facilities, if any, located within the Easement Premises, and (ii) access for the Borough and its agents to inspect, maintain, repair, and replace potable water and sanitary sewer infrastructure, to be installed in the Easement Premises by the Redeveloper and dedicated to the Borough, as and if required; and

**WHEREAS**, the Easement and Easement Premises are set forth on the Approved Subdivision Plat as a “40’ Wide Access and Utility Esmt.,” which depicts therein existing utility improvements, as well as potable water and storm sewer infrastructure to be installed by the Redeveloper; and

**WHEREAS**, the Redeveloper and the Borough desires to execute a Grant of Public Access and Utility Easement (the “**Easement Agreement**”), pursuant to which the Redeveloper will grant the Easement over the Easement Premises to the Borough, for the benefit of the Borough, the public, and public utility and cable television companies.

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

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Borough hereby authorizes the Mayor to execute the Easement Agreement in substantially the same form as that attached hereto as **Exhibit A**, with such changes, deletions, and modifications in consultation with counsel as may be necessary or desirable to effect the transaction contemplated by this resolution.

**Section 3.** This resolution shall take effect immediately.

#### CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 5, 2024.

---

Margaret Riggio  
Borough Clerk

**Exhibit A**

**Public Access Easement Agreement**



Record and Return to:

Ashton C. Hartline, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

**GRANT OF PUBLIC ACCESS AND UTILITY EASEMENT**

**THIS PUBLIC ACCESS AND UTILITY EASEMENT** (the “**Easement**”) dated \_\_\_\_\_, 2024 from **3PRC, LLC**, a limited liability company of the State of New Jersey, having its offices at 141 West Front Street, Suite 410, Red Bank, New Jersey 07701 (the “**Grantor**” or “**Redeveloper**”) in favor of the **BOROUGH OF HIGHTSTOWN**, a public body corporate and politic of the State of New Jersey, in the County of Mercer, New Jersey, having its offices at 156 Bank Street, Hightstown, New Jersey 08520 (the “**Grantee**” or “**Borough**”, and together with the Grantor, the “**Parties**,” with each sometimes referred to separately as a “**Party**”).

**TAX MAP REFERENCE.** A portion of Block 30, Lot 1.01, as designated on the tax map of the Borough of Hightstown, County of Mercer, State of New Jersey and more commonly known as a part of the vacated portion of Mechanic Street, together with a portion of former Lot 1 in Block 30, as more particularly depicted on that certain Subdivision Plat (the “**Approved Subdivision Plat**”) approved by the Hightstown Borough Planning Board (the “**Planning Board**”) pursuant to Resolution No. 2023-10, adopted June 23, 2023, which said Approved Subdivision Plat was filed in the Office of the Mercer County Clerk on January 31, 2024 as Filed Map #4183 (the “**Property**”). The portion of the Property, which is encumbered by the within Easement is more specifically depicted and described in the schematic and legal description that are collectively attached hereto as Exhibit “A.”

**RECITALS**

**WHEREAS**, the governing body of the Borough (the “**Borough Council**”) is authorized to determine whether certain property located within the Borough is in need of redevelopment under the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the Borough designated the properties known as Block 54, Lots 6-10, 13, 14.01, 16.01 & 23; Block 40, Lots 14-28; Block 33, Lots 1-30 & 32-36; Block 30, Lots 1-13; Block 28, Lots 56 & 57; Block 21, Lots 1-14, 20 & 26; Block 8, Lots 12-14; and Block 18, Lots 8-12 on the Borough’s official tax map (collectively, the “**Redevelopment Area**”) as an “area in need of redevelopment”; and

**WHEREAS**, by Ordinance 2020-04, adopted on August 3, 2020, the Borough Council adopted a new redevelopment plan titled the “**Bank Street Redevelopment Plan**,” dated July 20, 2020 (together with any further amendments thereto, the “**Redevelopment Plan**”), applicable to the portion of the Redevelopment Area known as “**Sub Area I (Bank Street)**,” as expanded; and

**WHEREAS**, the Borough and 3PRC, LLC (the “**Redeveloper**”) are about to enter into a redevelopment agreement (the “**Redevelopment Agreement**”), pursuant to which the Redeveloper will redevelop the portion of the Redevelopment Area consisting of: (i) Block 30, Lot 1.01 (comprised of a portion of former Lot 1, and former Lots 2-7, 10 and 11, and a portion of former Lot 12 in Block 30; (ii) Block 21, Lot 1.01 (comprised of former Lots 1-13, 20 & 26 in Block 21); (iii) Block 21, Lot 14; and (iv) Block 8, Lot 12 on the Borough’s official tax map (collectively, the “**Project Area**”), which constitutes part of Sub-Area I (Bank Street), as expanded; and

**WHEREAS**, in accordance with the Redevelopment Agreement, the Redeveloper will construct, on the Project Area, a project including a maximum of 343 rental apartments and 43 townhomes, together with associated parking and other infrastructure improvements and appurtenances, and/or other optional structures (collectively, the “**Project**”); and

**WHEREAS**, in accordance with and as part of the subdivision application submitted by the Redeveloper and approved by the Planning Board pursuant to Resolution No. 2023-10, a portion of former Lot 1, former Lots 2 through 7, 10, and 11, and a portion of former Lot 12 in Block 30 on the official tax map of the Borough of Hightstown were consolidated to create new “Tract B,” as depicted on the Approved Subdivision Plat, which was redesignated by the Borough Tax Assessor as Block 30, Lot 1.01 on the Borough’s tax map; and

**WHEREAS**, the Planning Board also acknowledged and/or approved the prospective vacation, by the Borough Council, of a portion of the Mechanic Street right-of-way lying south of Bank Street and situated adjacent to new Lot 1.01 in Block 30, (said portion of Mechanic Street hereinafter the “**Vacated Area**”), with the Vacated Area being combined with and incorporated into Block 30, Lot 1.01; and

**WHEREAS**, in accordance with the Redevelopment Plan, the vacation of the Vacated Area will be subject to the provision, by the Redeveloper to the Borough, of a non-exclusive easement, in perpetuity, in, over, above, through and across a portion of the Vacated Area and an additional portion of Block 30, Lot 1.01 (namely, a portion of former Lot 1 in Block 30), as described and depicted in Exhibit “A” (the “**Easement Premises**”), providing for: (1) access to the public for ingress and egress purposes to and from the public portion of the Project’s parking garage, and an alternate, secured, and/or controlled means of access to and from the Hightstown Engine Company (Grantee may elect, in its discretion, whether to control such access by way of signage and/or by way of an access control gate, as set forth in Section 3, infra, of this Easement); and (2) (i) access for public and/or Borough-owned utilities, and cable television companies to maintain, repair, and replace their existing facilities, including water, sanitary sewer, electric, gas and telephone facilities, if any, located within the Easement Premises, and (ii) access for the Borough and its agents to inspect, maintain, repair, and replace potable water and sanitary sewer infrastructure, to be installed in the Easement Premises by the Redeveloper and dedicated to the Borough, as and if required; and

**WHEREAS**, the Easement and Easement Premises are set forth on the Approved Subdivision Plat as a “40’ Wide Access and Utility Esmt.,” which depicts therein existing utility

improvements, as well as potable water, sanitary sewer and other infrastructure to be installed by the Redeveloper; and

**WHEREAS**, Grantor desires to grant this Easement to the Borough, for the benefit of the Borough, the public, and public utility and cable television companies; and

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, and in further consideration of the mutual conditions, covenants, promises, and terms hereinafter contained, it is agreed that:

1) Recitals. The foregoing Recitals are incorporated herein as though fully set forth at length.

2) Grant of Easement. Grantor hereby grants to Grantee, and Grantee hereby accepts from Grantor, a non-exclusive easement, in perpetuity, for the benefit of the Grantee, the public, and public utility and cable television companies, who have existing facilities located within the Easement Premises, in, over, above, upon, under, through, and across the Easement Premises, for the following purposes: (a) access to the public for ingress and egress purposes to and from the public portion of the Project's parking garage, and an alternate, secured, and/or controlled means of access to and from the Hightstown Engine Company (Grantee may elect, in its discretion, whether to control such access by way of signage and/or by way of an access control gate, as set forth below in Section 3 of this Easement); and (b) (i) access for public and/or Borough-owned utilities, and cable television companies to maintain, repair, and replace their existing facilities, including water, sanitary sewer, electric, gas and telephone facilities, if any, located within the Easement Premises, and (ii) access for the Borough and its agents to inspect, maintain, repair, and replace potable water and sanitary sewer infrastructure, to be installed in the Easement Premises by the Redeveloper and dedicated to the Borough.

3) Maintenance. The Grantor, its successors and/or assigns, at their sole cost and expense, shall maintain the Easement Premises, in perpetuity, in a safe manner and condition consistent with its intended use as part of the Project, as approved by the Planning Board, and as a means of access to the Project's parking garage and as an alternate, secured and/or controlled means of access to and from the Hightstown Engine Company. The Grantor shall be solely responsible, at its own cost and expense, for designing, implementing and installing the "secured and/or controlled" elements/components of access to and from the Hightstown Engine Company. Grantee may elect, in its discretion, whether to control such access by way of signage and/or by way of an access control gate, in which event the Grantee shall advise the Grantor how the system shall work. The Grantee shall notify the Grantor, in writing, prior to the Borough's issuance of the last Certificate of Occupancy for the Project regarding the Grantee's election and decision to control access to and from the Hightstown Engine Company by means of signage or an access control gate. Once the Grantee makes such a decision, it will remain binding and cannot be changed. In the event the Grantee fails to make an election regarding the means to be employed to control access, the Parties agree that access shall be controlled by signage and not by an access control gate. In the event the Grantee chooses to control access to and from the Hightstown Engine Company by means of an access control gate, the Parties agree that the gate controls shall be connected to the electrical system of the Hightstown Engine Company, which shall serve as the

power source for the operation of the access control gate. After such installation by the Grantor, the Grantee shall be responsible for operating and maintaining such access control gate and the components of its operating system and/or for maintaining access control signage, as the case may be. If, as, and when it becomes necessary for any utility provider or purveyor to disturb any aspect of the Easement Premises in conjunction with the inspection, maintenance, repair, and/or replacement of any utility facilities, improvements, or appurtenances, each utility provider or purveyor, as the case may be and at its sole cost and expense, shall be responsible and obligated to restore the Easement Premises to the same condition that existed immediately prior to any such disturbance. Furthermore, no utility provider or purveyor shall unreasonably interfere with the Grantor's use and enjoyment of the surface of the Easement Premises during or in connection with any inspection, maintenance, repair, and/or replacement work. In the event that it becomes necessary for the Grantee to maintain the Easement Premises for failure of Grantor to provide the level of maintenance required herein, the Grantee, after at least thirty (30) days advance written notice to the Grantor, detailing the elements of maintenance that Grantor has purportedly failed to perform, may provide such maintenance at the cost of the Grantor, and may impose a lien on the Property if the Grantor or its successors and/or assigns fail to reimburse the Grantee, after reasonable notice, for the cost(s) associated with such maintenance.

4) Regulations. Public access to the Easement Premises shall be regulated by the Grantee subject to Grantor's rights set forth in Paragraph 5 herein, if applicable. The foregoing provision (except for secured and/or controlled access to the Hightstown Engine Company) shall **not** apply to the Grantor, the occupants of the Project or their respective guests, licensees, and/or invitees. If applicable, use of the Easement Premises shall also be subject to all relevant and pertinent laws, regulations, and ordinances.

5) Reservation of Rights by Grantor. Subject to the limitations set forth in this Easement, the Grantor shall have the right to use, occupy, and enjoy the surface of, the subsurface under, and the air space over the Easement Premises for any lawful purpose which does not unreasonably interfere with the safe, proper, or convenient use, occupancy, or enjoyment of the Easement by Grantee. For the purposes of this provision, and notwithstanding anything to the contrary contained herein, Grantee hereby agrees that the reasonable construction, installation, repair, replacement or maintenance within the Easement Premises of permitted utilities and appurtenant facilities, and any other reasonable improvements constructed pursuant to Grantor's site plan approval for the Property, or amendments thereto, installed in compliance with applicable legal requirements, as well as the inspection, maintenance, repair, and/or replacement of any utility facilities, improvements, or appurtenances by utility providers or purveyors, shall not be deemed to interfere with, or unreasonably threaten the safe, proper, or convenient use, occupancy or enjoyment of, the Easement by Grantee. Notwithstanding anything herein to the contrary, Grantor must ensure at least 16' clearance for vehicles accessing the rear of the Hightstown Engine Company from Bank Street

6) Indemnification of Grantor by Grantee. Grantee agrees to defend, indemnify, and hold harmless Grantor, and its successors and assigns, from any and all loss, cost, damage, liability, and expense for any damage to property, or for injury to or death of any person, arising from the exercise of any of Grantee's Easement rights hereunder (meaning the Borough's activities on the Easement Premises associated with the installation, construction, inspection, and perpetual

maintenance, etc., of any existing utility infrastructure and/or utility infrastructure installed by the Grantor (and dedicated to the Grantee) by the Grantee, and not the public's activities or third party activities on the Easement Premises), unless due to the negligent or intentional act or omission of Grantor.

7) Indemnification of Grantee by Grantor. Grantor, its successors and/or assigns, agrees to defend, indemnify, and hold harmless the Grantee, and its successors and assigns, from any and all loss, cost, damage, liability, and expense for any damage to property, or for injury to or death of any person, arising from the Grantor's use of the Easement Premises, unless due to the negligent or intentional act or omission of Grantee and/or due to the public's activities or third party activities on the Easement Premises.

8) Notices. All notices or other communications required or permitted to be given hereunder shall be given in writing and delivered personally or by a reputable overnight delivery service with a courtesy copy delivered by email, addressed as follows:

If to the Redeveloper:

Mary Riccardi, President and COO  
3PRC, LLC  
141 West Front Street, Suite 410  
Red Bank, New Jersey 07701

with a copy to:

Legal Department  
3PRC, LLC  
141 West Front Street, Suite 410  
Red Bank, New Jersey 07701

If to the Borough:

Borough of Hightstown  
156 Bank Street  
Hightstown, New Jersey 08520  
Attn: Borough Administrator

with a copy to:

Kevin P. McManimon, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue  
Roseland, New Jersey 07068

The foregoing addresses may be changed or supplemented by written notice given as above provided. Any such notice sent by email shall be deemed to have been received upon transmittal

provided, however, any notice with a legal effect shall be immediately followed by overnight courier or personal delivery. Any such notice shall be deemed to have been received if delivered personally or by overnight courier, on the date of delivery. Counsel for a Party may give notice to the other Party with the same effect as if given by a Party.

9) Binding Effect; Runs with Land. This Easement and the terms, covenants, and conditions herein contained shall be recorded and run with the land, in perpetuity, and shall be binding upon all successors and assigns of the Parties hereto, including, without limitation, any subsequent owner, or any other entity to which Grantor, or its assignees, may assign its rights and obligations hereunder. Upon any such assignment, Grantor shall provide notice of that assignment to Grantee, and Grantor shall, upon such legally recognizable assignment, have no further liability hereunder. All notices required to be sent to Grantor pursuant to this Easement shall be sent to any subsequent owner in lieu of the address set forth in Paragraph 8 of this Easement upon a transfer of ownership of the Property.

10) Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

11) No Other Agreements. This Easement contains the entire understanding of the Parties hereto with respect to the subject matter hereof. This Easement shall not be modified except by a written instrument signed by the Party against whom enforcement is sought.

12) Miscellaneous. If any provision of this Easement shall be invalid or unenforceable, the remainder hereof shall not be affected thereby. Paragraph headings are for convenience of reference only and shall not limit or otherwise affect the meaning hereof. This Easement may be simultaneously executed in several counterparts.

***[The remainder of this page is intentionally left blank]***

**IN WITNESS WHEREOF**, the Parties have caused this Easement to be duly executed as of the date first written above.

ATTEST:

**BOROUGH OF HIGHTSTOWN**

\_\_\_\_\_  
Borough Clerk

By: \_\_\_\_\_  
Susan Bluth, Mayor


**STATE OF NEW JERSEY )**  
**) SS:**  
**COUNTY OF MERCER )**

**BE IT REMEMBERED**, that on \_\_\_\_\_ 2024, before me, the subscriber, personally appeared Susan Bluth, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Mayor of the **BOROUGH OF HIGHTSTOWN**, the entity named in the within Instrument and that she signed and delivered the attached document as and for her act and deed and as the authorized act and deed of the **BOROUGH OF HIGHTSTOWN**.

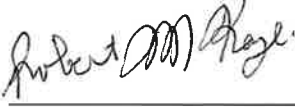
\_\_\_\_\_  
Notary Public

ATTEST:

**REDEVELOPER  
3PRC, LLC**

  
\_\_\_\_\_  
Peter S. Wersinger III, Esq.  
Senior Vice President and  
General Counsel

**By: PRC Hightstown, LLC, its Managing Member**

By:   
\_\_\_\_\_  
Title: Robert M. Kaye, its Sole Member

**STATE OF NEW JERSEY )  
  ) SS:  
COUNTY OF MONMOUTH)**

**BE IT REMEMBERED**, that on July 29, 2024, before me, the subscriber, personally appeared Robert M. Kaye who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Sole Member of PRC Hightstown, LLC, the Managing Member of **3PRC, LLC**, the entity named in the within Instrument and that he signed and delivered the attached document as and for his act as the authorized act of **3PRC, LLC**.

  
\_\_\_\_\_  
Notary Public

JENNIFER O'NEILL  
Notary Public, State of New Jersey  
Comm. # 50144475  
My Commission Expires 11/25/2025





**EXHIBIT "A"**

**Description of Easement Premises**

**[Survey and Metes and Bounds Description to Be Attached Prior to Recordation]**

DESCRIPTION OF PROPERTY  
BOROUGH OF HIGHTSTOWN  
MERCER COUNTY, NEW JERSEY

ACCESS & UTILITY EASEMENT  
PART OF BLOCK 30, LOT 1.01  
PROJECT NO. 16001094B  
JULY 26, 2024

All that certain lot, tract or parcel of land situate, lying and being in the Borough of Hightstown, in the County of Mercer and the State of New Jersey, and being all of a 40 foot wide access & utility easement, the same being a portion of Lot 1.01, Block 30, as shown on a map entitled "Proposed 40' Wide Access & Utility Easement for PRC Hightstown, Part of Block 30, Lot 1.01, Boro. of Hightstown, Mercer County, New Jersey," prepared by Colliers Engineering & Design, dated July 22, 2024, and being more particularly bounded and described as follows:

**BEGINNING** at a point in southerly right of way line of Bank Street, (45'wide right of way), said point being the following bearing and distance measured from the intersection of the easterly line of Lot 1.01, Block 30, with the said southerly right of way line of Bank Street, a.) **N 76°35'19" W, 179.14 feet**, along the said southerly line of Bank Street, and running; thence –

1. **S 13°24'39" W, 267.92 feet**, through a portion of the aforesaid Lot 1.01, Block 30, to the common line between Lots 1.01 & 13.01, Block 30, thence –
2. **N 76°35'24" W, 40.00 feet**, along the aforesaid the common line between Lots 1.01 & 13.01, Block 30, and beyond, through a portion of the said Lot 1.01, Block 30, to an angle point in the same, thence –
3. **N 13°24'41" E, 267.92 feet**, still through a portion of the aforesaid Lot 1.01, Block 30, to the aforesaid southerly right of way line of Bank Street, thence –
4. **S 76°35'19" E, 40.00 feet**, along the aforesaid southerly right of way line of Bank Street, to the Point and Place of **BEGINNING**.

**CONTAINING:** 10,717 square feet or 0.246 acres of land, more or less.

**SUBJECT TO:** all easements, restrictions, reservations, agreements, covenants and rights of way of record.

The foregoing description was prepared by the undersigned surveyor for the firm of Colliers Engineering & Design and is based on the aforementioned access and utility easement exhibit.

---

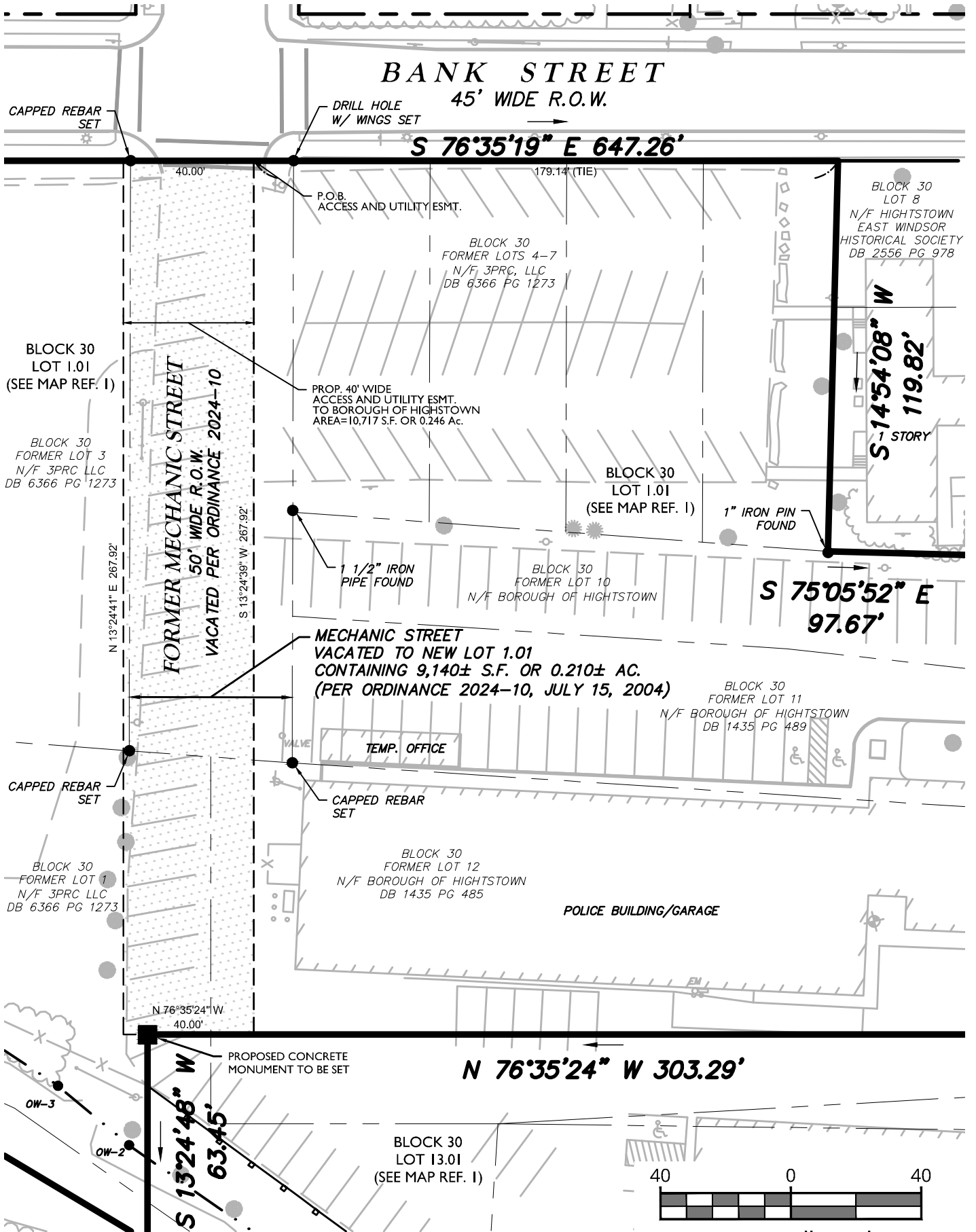
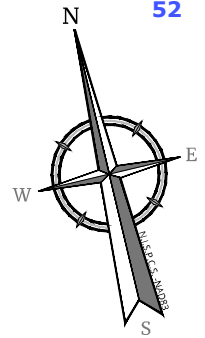
ERIC V. WILDE, P.L.S.  
NEW JERSEY PROFESSIONAL LAND SURVEYOR  
LICENSE NUMBER GS43279

DATE SIGNED

R:\Projects\2016\16001094B\Survey\Description\Easements\240726\_Access Util Esmt L 1.01\_KR.docx

MAP REFERENCE:

1. A PLAN ENTITLED "MINOR SUBDIVISION FOR PRC HIGHTSTOWN, BLOCK 21, LOTS 1-13, 20 & 26, BLOCK 30, LOTS 1-7 & 10-13, BORO. OF HIGHTSTOWN, MERCER COUNTY, NEW JERSEY", DATED AUGUST 10, 2020 AND LAST REVISED DECEMBER 12, 2023, PREPARED BY COLLERS ENGINEERING & DESIGN, SAID MAP BEING DULLY FILED IN THE MERCER COUNTY CLERK'S OFFICE ON JANUARY 30, 2024 AS MAP NO. 4183.



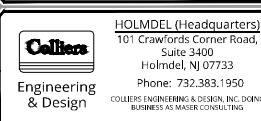
SCALE : 1" = 40'  
Linear unit of measure: US Survey Foot (1 ft = 1200/3937 m)

101616001094B\Survey\Exhibits\EXBT-FRMR-MECH-ACCS-ESMT.dwg\V-01-EXBT-ACCESS By: MMONROE



PROPOSED 40' WIDE  
ACCESS & UTILITY EASEMENT  
FOR  
PRC HIGHTSTOWN

PART OF  
BLOCK 30, LOT 1.01  
BORO. OF HIGHTSTOWN  
MERCER COUNTY  
NEW JERSEY



SCALE:	DATE:	DRAWN BY:	CHECKED BY:
AS SHOWN	7/22/24	HA	MRM
PROJECT NUMBER:	DRAWING NAME:		
16001094B	V-EXBT-FRMR-MECH-ACCS-ESM		
SHEET TITLE:	FIELD BOOK: XX	PAGE: XX	
MECHANIC STREET VACATION EXHIBIT			
SHEET NUMBER:	1 of 1		

Copyright © 2024, Colliers Engineering & Design. All Rights Reserved. This drawing and all the information contained herein is authorized for use only by the party for whom the services were contracted or to whom it is certified. This drawing may not be copied, reused, disclosed, distributed or relied upon for any other purpose without the express written consent of Colliers Engineering & Design.

# Resolution 2024-145

BOROUGH OF HIGHTSTOWN  
COUNTY OF MERCER  
STATE OF NEW JERSEY

## RESOLUTION AUTHORIZING EMERGENCY PURCHASE PURSUANT TO NJSA 40A:11-6

**WHEREAS**, an emergency has arisen at the Water Treatment Plant; and

**WHEREAS**, the 10” water main feed pipe has been found to show significant rust and corrosion. Further leakage or rupture could have disastrous consequences for the Borough’s water supply and the continued operational integrity of the Water Plant; and

**WHEREAS**, a certification of an imminent hazard was received from the Borough Superintendent of Public Works/Water Plant in consultation with the Borough Engineer; and

**WHEREAS**, the emergency services set forth on “Schedule A” are being utilized for the repair of the water main feed pipe; and

**WHEREAS**, N.J.S.A. 40A:11-6 authorizes that any contract may be negotiated or awarded for a contracting unit without public advertising for bids and bidding therefor, notwithstanding that the contract price will exceed the bid threshold, when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or the performance of services; and

**WHEREAS**, the CFO has certified availability of funds for this contract.

**NOW, THEREFORE BE IT RESOLVED**, by the Mayor and Council of the Borough of Hightstown that emergency contracts are hereby awarded as presented in “Schedule A” for the emergency repair to the 10” water main feed pipe as detailed herein.

### CERTIFICATION

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 5, 2024.

\_\_\_\_\_  
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
4-09-55-501-001-003	Water Plant Maintenance	\$161,000.00

George Lang                      08/01/2024  
George Lang, CFO                      DATE

## Schedule "A"

### Emergency Procurement - Water Plant Line Replacement

Replacement of 10" Pipe                   \$ 147,000.00   Approximate Cost   B&H Contracting, Inc.

On-site inspection during and  
following project                   \$ 14,000.00   Not to Exceed       Roberts Engineering

---

\$ 161,000.00



# The Borough of Hightstown

Peggy Riggio, RMC, Borough Clerk  
156 Bank Street, Hightstown, New Jersey 08520  
Phone – (609) 490-5100, ext. 628  
Fax – (609) 371-0267  
[priggio@hightstownborough.com](mailto:priggio@hightstownborough.com)

TO: Hightstown Borough Mayor & Council  
FROM: Peggy Riggio, Borough Clerk/Purchasing Agent  
DATE: July 25, 2024  
RE: Water Treatment Plant Pipe Replacement

---

On June 8, 2024, a significant water leak occurred at the Water Plant causing extensive water damage to the plant. During the cleanup and repair of wells 2 and 3, the ceiling was removed and insulation surrounding the water pipes removed. On July 24, 2024, Superintendent of Public Works and Water Plant, Ken Lewis, informed Borough Administrator, Dimitri Musing, that upon inspection of the 10" water main feed pipe, he observed extensive rust and corrosion. Mr. Lewis also stated that this pipe is the pipe that supplies water to the town.

Following the initial inspection, Mr. Lewis engaged Borough Engineer, Cameron Corini, Robert Engineering to thoroughly evaluate the compromised pipe. Their assessment revised the following critical issues:

1. Extensive Rust and Corrosion: The exterior of the 10" main feed pipe shows significant rust and corrosion, indicating severe deterioration of the pipe material.
2. Risk of Further Leaks/Catastrophic Failure: The current state of the pipe suggests a high risk of additional leaks or a complete rupture and catastrophic failure of the pipe. Any further leakage or rupture could have disastrous consequences for the Borough's water supply and the continued operational integrity of the Water Plant.

Failure of the pipe poses a risk to public health, welfare and safety and therefore requires immediate replacement.

Following discussions with the Superintendent of Public Works/Water Plant, The Borough Engineer and The Borough Administrator, I agree that immediate action must be taken to move forward with the replacement main water pike in order to protect the health, safety and welfare of the public.

# Resolution 2024-146

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

## **AUTHORIZING RECEIPT OF BIDS FOR CHEMICALS**

**BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Borough Engineer is hereby authorized to prepare specifications and advertise for bids for Chemicals for the Water and Waste Water Treatment Plants at a cost not to exceed \$7,000.00.

**BE IT FURTHER RESOLVED** that the Borough's Qualified Purchasing Agent is authorized to receive same after proper advertisement.

## **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 5, 2024.

---

Margaret Riggio  
Borough Clerk



July 22, 2024

Dimitri Musing  
Borough Administrator  
Borough of Hightstown  
156 Bank Street  
Hightstown, New Jersey 08520

Re: Chemicals for the Water and Wastewater Treatment Plants  
Borough of Hightstown, Mercer County, New Jersey  
Our File No.: H1665

Dear Dimitri,

Roberts Engineering Group will prepare specifications for Sludge Disposal as well as Chemicals used at the Water and Wastewater Treatment Plants for a cost not to exceed \$7,000.00. The specifications will request prices for a contract period of both one (1) year and two (2) years and include the following chemicals:

- a) Sludge Cake Transportation, Delivery and Disposal
- b) Liquid Chlorine
- c) Zeta Lyte 1A Polyelectrolyte
- d) Zeta Lyte 2800 CH Cationic Polyelectrolyte
- e) Fluorosilicic Acid
- f) Aluminum Sulfate
- g) Calcium hydroxide (Hydrated Lime)
- h) Magnesium Hydroxide
- i) Sodium Bicarbonate
- j) Calcium Hypochlorite

Our work will include preparation of the specifications; determination of quantities and method of delivery; advertisement; receipt of bids and recommendation of contract awards; as well as preparation of agreements.

Should you have questions, please feel free to call me.

Very truly yours,



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

cc: Mayor & Council  
Peggy Riggio, RMC, CMR, Borough Clerk  
George Lang, Borough CFO  
Cameron Corini, P.E., C.M.E., C.P.W.M., Roberts Engineering Group, LLC  
Justin Streleckis, P.E., Roberts Engineering Group, LLC

# Resolution 2024-147

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

## **AUTHORIZING PAYMENT NO. 2 FINAL AND CHANGE ORDER NO. 1 FINAL – SEACOAST CONSTRUCTION INC. (STOCKTON STREET CURB & SIDEWALK IMPROVEMENTS)**

**WHEREAS**, on June 15, 2023, the Borough Council awarded a contract for Stockton Street Curb and Sidewalk Improvements to Seacoast Construction, Inc. of East Brunswick, New Jersey, at the price of \$360,130.04; and

**WHEREAS**, the contractor has submitted a request payment No. 2, in the amount of \$16,622.53 for final payment; and

**WHEREAS**, the project was a joint project with East Windsor Township. The breakdown of payment No. 2 is Hightstown Borough \$12,172.81 and East Windsor Township \$4,451.72; and

**WHEREAS**, the contractor has submitted Change Order No. 1, for Hightstown Borough and adjusts the contract to as-built quantities and includes a number of supplemental items required due to unforeseen circumstances. Change Order No. 1 decreases the contract by \$1,539.35 (-.71%); and

**WHEREAS**, the contractor has submitted Change Order No. 1 for East Windsor and adjusts the contract to as-built quantities and decreases the contract by \$14,704.00 (10.17%).

**WHEREAS**, the Borough Engineer has reviewed the request and recommends payment No. 2, final, be made to Seacoast Construction, Inc. for \$16,622.53 and recommends approval of Hightstown Borough Change Order No. 1, final.

**WHEREAS**, the Borough Engineer recommends approval of East Windsor Change Order No. 1, final, which must be approved separately by East Windsor Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that payment No. 2, final, in the amount of \$16,622.53 to Seacoast Construction, Inc. of East Brunswick, New Jersey and Hightstown Borough Change Order No. 1 is hereby approved as detailed herein.

### **CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 5, 2024.

---

Margaret Riggio  
Borough Clerk

July 25, 2024

Mayor and Council  
Borough of Hightstown  
156 Bank Street  
Hightstown, NJ 08520

Re: Stockton Street Curb and Sidewalk Improvements  
(Route 130 to Oak Lane)  
Payment No. 2 and Final  
Our File No.: H1803

Dear Mayor and Council:

Enclosed with this letter, please find the following documents:

1. Payment No. 2 and Final
2. Change Order No. 1 and Final
3. 2-Year Maintenance Bond
4. Contractor's Affidavit and Release
5. Acknowledgement of Contractor
6. Consent of Surety to Final Payment
7. Contractor's Release

As you know, this contract included joint improvements with East Windsor Township. As such, final change orders have been provided which are specific to the improvements within the corresponding municipal limits as follows:

Change Order No. 1 (Bid A) – Hightstown Borough

Change Order No. 1 (Bid A) is for improvements within Hightstown Borough and reduces the contract by \$1,539.35 (-0.71%). This change order adjusts the contract to as-built quantities and includes a number of supplemental items required due to unforeseen existing conditions as follows:

- Supplemental Item No. S-1: Reconstruction of concrete stairs adjacent to the new sidewalk at House #438 to provide shorter transition to the access walk.
- Supplemental Item Nos. S-2 and S-3: Downtime for curb and sidewalk realignment. During construction, excessive tree roots were found at trees in front of House #400 and #414. In order to protect the trees and their root system, the proposed curb and sidewalk was realigned. This resulted in approximately 4 hours of downtime over two days in order to modify the layout of the proposed improvements.
- Supplemental Item S-4: Replacement of a damaged curb valve box. A pre-existing valve was found to be damaged below grade in front of House #424. The Borough requested that the Contractor replace the valve box prior to installation of new sidewalk.

I recommend Hightstown approve this change order. Please have Mayor Bluth sign Change Order No. 1 (Bid A) and retain the copy for your files.

Change Order No. 1 (Bid B) – East Windsor Township

Change Order No. 1 (Bid B) is for improvements within East Windsor Township and reduces the contract by \$14,704.00 (-10.17%). This change order adjusts the contract to as-built quantities.

A copy of Change Order No. 1 (Bid B) is to be sent to East Windsor Township for their authorization.

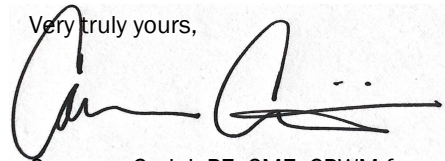
I recommend the contract be accepted, closed out, and final payment be issued to Seacoast Construction, Inc., subject to the approval of the closeout documents by the Borough Attorney. Certified payrolls have previously been forwarded to the Borough.

The final payment to Seacoast Construction, Inc. shall be as follows:

- Borough of Hightstown =	\$12,172.81
- <u>Township of East Windsor =</u>	<u>\$ 4,451.72</u>
- TOTAL =	\$16,622.53

Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,



Cameron Corini, PE, CME, CPWM for  
Carmela Roberts, PE, CME, CPWM  
Borough Engineer

cc: Dimitri Musing, Borough Administrator  
Peggy Riggio, RMC, CMR, Borough Clerk  
Mickey O'Connor, Accounts Payable Clerk  
George Lang, Borough CFO  
Fred Raffetto, Esq., Borough Attorney  
Joy Tozzi, East Windsor Township Manager  
Cameron Corini, PE, CME, Roberts Engineering Group, LLC  
Kelly Pham, EIT, Roberts Engineering Group, LLC



**PAYMENT No. 2 and FINAL**  
**Stockton Street Curb and Sidewalk Improvements (US Route 130 to Oak Lane)**  
June 10, 2024  
File No.: H1803

Item No.	Description	Contract Quantity	Units	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
<b>Bid 'A' - Oak Lane to Municipal Limits</b>							
1	Mobilization	LS	1	1.00	0.00	\$7,500.00	\$7,500.00
2	Clearing Site	LS	1	1.00	0.00	\$34,500.00	\$34,500.00
3	Project Video	LS	1	1.00	0.00	\$500.00	\$500.00
4	Uniform Traffic Director	HOUR	50	100.00	0.00	\$140.00	\$14,000.00
5	Traffic Control and Detouring	LS	1	1.00	0.00	\$6,500.00	\$6,500.00
6	Inlet Filter, Type 2	UNIT	2	2.00	0.00	\$0.01	\$0.02
7	Tree Removal, Over 12" to 18" Diameter	UNIT	1	1.00	0.00	\$1,500.00	\$1,500.00
8	Tree Removal, Over 42" to 48" Diameter	UNIT	1	1.00	0.00	\$5,000.00	\$5,000.00
9	Excavation, Test Pit, If & Where Directed	CY	10	0.00	0.00	\$50.00	\$0.00
10	Dense Graded Aggregate, If & Where Directed	CY	25	0.00	0.00	\$65.00	\$0.00
11	1 1/2" Clean Stone, If & Where Directed	CY	25	0.00	0.00	\$65.00	\$0.00
12	Reset Manhole Frame and Cover	UNIT	0	0.00	0.00	\$0.00	\$0.00
13	8"x9"x18" Concrete Vertical Curb	LF	1,310	1,263.00	0.00	\$50.00	\$63,150.00
14	Concrete Sidewalk, 4" Thick	SY	545	496.00	0.00	\$72.00	\$35,712.00
15	Reinforced Concrete Sidewalk, 6" Thick	SY	196	179.00	0.00	\$99.00	\$17,721.00
16	Brick Paver Sidewalk	SY	3	3.00	0.00	\$270.00	\$810.00
17	Brick Paver Driveway	SY	10	9.00	0.00	\$270.00	\$2,430.00
18	Hot Mix Asphalt Driveway, 2" Thick	SY	40	38.00	0.00	\$63.00	\$2,394.00
19	Stone Driveway	SY	7	9.00	2.00	\$63.00	\$567.00
20	Detectable Warning Surface	SY	0	0.00	0.00	\$0.00	\$0.00
21	Traffic Markings, 24" Wide White	LF	64	0.00	0.00	\$6.00	\$0.00
22	18"x24" Regulatory Sign, R2-1 'Speed Limit 25'	UNIT	2	2.00	0.00	\$250.00	\$500.00
23	30"x30" Regulatory Sign, R3-7L 'Left Lane Must Turn Left'	UNIT	0	0.00	0.00	\$0.00	\$0.00
24	24"x18" Regulatory Sign, R7-4 'No Parking Anytime'	UNIT	2	2.00	0.00	\$250.00	\$500.00
25	36"x36" Warning Sign, W11-2 'Pedestrian Crossing'	UNIT	1	1.00	0.00	\$250.00	\$250.00
26	24"x30" School Sign, S5-2 'End School Zone'	UNIT	1	1.00	0.00	\$250.00	\$250.00
27	18"x24" Regulatory Sign, 'Reduced Speed Ahead'	UNIT	0	0.00	0.00	\$0.00	\$0.00
28	24"x18" Regulatory Sign, R7-200 'No Parking Vehicles Over 4 Tons 9:00 P.M. to 6:00 A.M.'	UNIT	0	0.00	0.00	\$0.00	\$0.00
29	18"x24" Sign 'Drug Free School Zone'	UNIT	0	0.00	0.00	\$0.00	\$0.00
30	24"x10" Supplemental Plaque, S4-2P 'When Children Are Present'	UNIT	1	1.00	0.00	\$250.00	\$250.00
31	24"x18" Regulatory Sign, R3-2 'No Left Turn'	UNIT	0	0.00	0.00	\$0.00	\$0.00
32	Remove and Reset Regulatory Sign, R3-2 'No Left Turn'	UNIT	0	0.00	0.00	\$0.00	\$0.00
33	Remove and Reset Regulatory Sign, R5-1 'Do Not Enter'	UNIT	0	0.00	0.00	\$0.00	\$0.00
34	Remove and Reset Sign, 'Noise Prohibited'	UNIT	1	1.00	0.00	\$250.00	\$250.00
35	Remove and Reset Supplemental Plaque 'East'	UNIT	0	0.00	0.00	\$0.00	\$0.00
36	Remove and Reset Sign, 'Mercer 571 County'	UNIT	0	0.00	0.00	\$0.00	\$0.00
37	Remove and Reset Sign, 'East Windsor Township Welcome'	UNIT	1	1.00	0.00	\$250.00	\$250.00
38	Remove and Reset Sign, 'Warning Crime Watch'	UNIT	1	1.00	0.00	\$250.00	\$250.00
39	Remove and Reset Sign, 'Hightstown Borough'	UNIT	2	2.00	0.00	\$250.00	\$500.00
40	Topsoil Spreading, 5" Thick	SY	850	600.00	0.00	\$9.00	\$5,400.00
41	Fertilizing and Seeding, Type A-3	SY	850	600.00	0.00	\$9.00	\$5,400.00
<b>Bid 'B' - Between Route 130 and Municipal Limits</b>							
42	Mobilization	LS	1	1.00	0.00	\$7,500.00	\$7,500.00
43	Clearing Site	LS	1	1.00	0.00	\$22,500.00	\$22,500.00
44	Project Video	LS	1	1.00	0.00	\$500.00	\$500.00
45	Uniform Traffic Director	HOUR	50	0.00	0.00	\$140.00	\$0.00
46	Traffic Control and Detouring	LS	1	1.00	0.00	\$6,500.00	\$6,500.00
47	Inlet Filter, Type 2	UNIT	2	2.00	0.00	\$0.01	\$0.02
48	Tree Removal, Over 12" to 18" Diameter	UNIT	0	0.00	0.00	\$0.00	\$0.00
49	Tree Removal, Over 42" to 48" Diameter	UNIT	0	0.00	0.00	\$0.00	\$0.00
50	Excavation, Test Pit, If & Where Directed	CY	10	0.00	0.00	\$50.00	\$0.00
51	Dense Graded Aggregate, If & Where Directed	CY	25	0.00	0.00	\$65.00	\$0.00
52	1 1/2" Clean Stone, If & Where Directed	CY	25	0.00	0.00	\$65.00	\$0.00
53	Reset Manhole Frame and Cover	UNIT	2	2.00	0.00	\$350.00	\$700.00
54	8"x9"x18" Concrete Vertical Curb	LF	780	792.00	12.00	\$50.00	\$39,600.00
55	Concrete Sidewalk, 4" Thick	SY	305	271.00	0.00	\$72.00	\$19,512.00
56	Reinforced Concrete Sidewalk, 6" Thick	SY	164	172.00	8.00	\$99.00	\$17,028.00
57	Brick Paver Sidewalk	SY	0	0.00	0.00	\$0.00	\$0.00
58	Brick Paver Driveway	SY	0	0.00	0.00	\$0.00	\$0.00
59	Hot Mix Asphalt Driveway, 2" Thick	SY	59	31.00	0.00	\$63.00	\$1,953.00
60	Stone Driveway	SY	5	5.00	0.00	\$63.00	\$315.00
61	Detectable Warning Surface	SY	4	4.00	0.00	\$500.00	\$2,000.00
62	Traffic Markings, 24" Wide White	LF	84	84.00	0.00	\$6.00	\$504.00
63	18"x24" Regulatory Sign, R2-1 'Speed Limit 25'	UNIT	1	1.00	0.00	\$250.00	\$250.00
64	30"x30" Regulatory Sign, R3-7L 'Left Lane Must Turn Left'	UNIT	1	1.00	0.00	\$250.00	\$250.00
65	24"x18" Regulatory Sign, R7-4 'No Parking Anytime'	UNIT	0	0.00	0.00	\$0.00	\$0.00
66	36"x36" Warning Sign, W11-2 'Pedestrian Crossing'	UNIT	0	0.00	0.00	\$0.00	\$0.00
67	24"x30" School Sign, S5-2 'End School Zone'	UNIT	0	0.00	0.00	\$0.00	\$0.00
68	18"x24" Regulatory Sign, 'Reduced Speed Ahead'	UNIT	1	1.00	1.00	\$250.00	\$250.00
69	24"x18" Regulatory Sign, R7-200 'No Parking Vehicles Over 4 Tons 9:00 P.M. to 6:00 A.M.'	UNIT	1	1.00	0.00	\$250.00	\$250.00
70	18"x24" Sign 'Drug Free School Zone'	UNIT	1	1.00	0.00	\$250.00	\$250.00



Item No.	Description	Contract Quantity	Units	Total As-Built Quantity	As-Built This Period	Unit Price	Total Cost
71	24"x10" Supplemental Plaque, S4-2P 'When Children Are Present'	UNIT	0	0.00	0.00	\$0.00	\$0.00
72	24"x18" Regulatory Sign, R3-2 'No Left Turn'	UNIT	1	1.00	1.00	\$250.00	\$250.00
73	Remove and Reset Regulatory Sign, R3-2 'No Left Turn'	UNIT	1	1.00	0.00	\$250.00	\$250.00
74	Remove and Reset Regulatory Sign, R5-1 'Do Not Enter'	UNIT	1	1.00	0.00	\$250.00	\$250.00
75	Remove and Reset Sign, 'Noise Prohibited'	UNIT	0	0.00	0.00	\$0.00	\$0.00
76	Remove and Reset Supplemental Plaque 'East'	UNIT	1	1.00	0.00	\$250.00	\$250.00
77	Remove and Reset Sign, 'Mercer 571 County'	UNIT	1	1.00	0.00	\$250.00	\$250.00
78	Remove and Reset Sign, 'East Windsor Township Welcome'	UNIT	0	0.00	0.00	\$0.00	\$0.00
79	Remove and Reset Sign, 'Warning Crime Watch'	UNIT	0	0.00	0.00	\$0.00	\$0.00
80	Remove and Reset Sign, 'Hightstown Borough'	UNIT	0	0.00	0.00	\$0.00	\$0.00
81	Topsoil Spreading, 5" Thick	SY	550	487.00	0.00	\$9.00	\$4,383.00
82	Fertilizing and Seeding, Type A-3	SY	550	487.00	0.00	\$9.00	\$4,383.00
<b>BID A SUPPLEMENTAL</b>							
S-1	Reconstruct Stairs	UNIT	1	1.00	1.00	\$970.08	\$970.08
S-2	Downtime - Curb Realignment	HOUR	2	2.00	2.00	\$1,576.65	\$3,153.29
S-3	Downtime - Curb and Sidewalk Realignment	HOUR	2	2.00	2.00	\$1,576.65	\$3,153.29
S-4	Replace Damaged Curb Valve	UNIT	1	1.00	1.00	\$648.99	\$648.99
<b>BID B SUPPLEMENTAL</b>							
N/A							\$0.00
<b>TOTAL WORK COMPLETED</b>							<b>\$343,887.69</b>
TOTAL WORK COMPLETED - HIGHTSTOWN							\$214,009.67
TOTAL WORK COMPLETED - EAST WINDSOR							\$129,878.02
<b>LESS: TOTAL RETAINAGE</b>							<b>\$0.00</b>
LESS: RETAINAGE - HIGHTSTOWN							\$0.00
LESS: RETAINAGE - EAST WINDSOR							\$0.00
<b>SUBTOTAL</b>							<b>\$343,887.69</b>
SUBTOTAL - HIGHTSTOWN							\$214,009.67
SUBTOTAL - EAST WINDSOR							\$129,878.02
<b>LESS: PREVIOUS PAYMENTS</b>							<b>\$327,265.16</b>
LESS: PREVIOUS PAYMENTS - HIGHTSTOWN							\$201,836.86
LESS: PREVIOUS PAYMENTS - EAST WINDSOR							\$125,426.30
<b>TOTAL AMOUNT DUE</b>							<b>\$16,622.53</b>
TOTAL AMOUNT DUE - HIGHTSTOWN							\$12,172.81
TOTAL AMOUNT DUE - EAST WINDSOR							\$4,451.72
AMOUNT OF ORIGINAL CONTRACT - HIGHTSTOWN (BID A)							\$215,549.02
AMOUNT OF ORIGINAL CONTRACT - EAST WINDSOR (BID B)							\$144,582.02
AMOUNT OF CONTRACT ADJUSTCTED BY CHANGE ORDER No. 1 and FINAL - HIGHTSTOWN (BID A) (-0.71%)							\$214,009.67
AMOUNT OF CONTRACT ADJUSTCTED BY CHANGE ORDER No. 1 and FINAL - EAST WINDSOR (BID B) (-10.17%)							\$129,878.02

**BID A - OAK LANE TO MUNICIPAL LIMITS**

1 of 1

<b>Project</b>	Stockton Street Curb and Sidewalk Improvements (US Route 130 to Oak Lane) Bid A - Oak Lane to Municipal Limits
<b>Municipality</b>	Borough of Hightstown
<b>County</b>	Mercer County
<b>Contractor</b>	Seacoast Construction, Inc.

**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.

Addition of Supplemental Pay Items for:

- S1 - Reconstruction of stairs adjacent to proposed sidewalk.
- S2 - Downtime to realign curb as a result of unforeseen existing conditions at 400 Stockton Street.
- S3 - Downtime to realign curb as a result of unforeseen existing conditions at 414 Stockton Street.
- S4 - Replacement of an existing curb valve that was found to be inoperable during construction.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
4	Uniform Traffic Director	50.00 HOUR	\$140.00	\$7,000.00
9	Excavation, Test Pit, If & Where Directed	-10.00 CY	\$50.00	-\$500.00
10	Dense Graded Aggregate, If & Where Directed	-25.00 CY	\$65.00	-\$1,625.00
11	1 1/2" Clean Stone, If & Where Directed	-25.00 CY	\$65.00	-\$1,625.00
13	8"x9"x18" Concrete Vertical Curb	-47.00 LF	\$50.00	-\$2,350.00
14	Concrete Sidewalk, 4" Thick	-49.00 SY	\$72.00	-\$3,528.00
15	Reinforced Concrete Sidewalk, 6" Thick	-17.00 SY	\$99.00	-\$1,683.00
17	Brick Paver Driveway	-1.00 SY	\$270.00	-\$270.00
18	Hot Mix Asphalt Driveway, 2" Thick	-2.00 SY	\$63.00	-\$126.00
19	Stone Driveway	2.00 SY	\$63.00	\$126.00
21	Traffic Markings, 24" Wide White	-64.00 LF	\$6.00	-\$384.00
40	Topsoil Spreading, 5" Thick	-250.00 SY	\$9.00	-\$2,250.00
41	Fertilizing and Seeding, Type A-3	-250.00 SY	\$9.00	-\$2,250.00
S-1	Reconstruct Stairs	1.00 UNIT	\$970.08	\$970.08
S-2	Downtime - Curb Realignment	2.00 HOUR	\$1,576.65	\$3,153.29
S-3	Downtime - Curb and Sidewalk Realignment	2.00 HOUR	\$1,576.65	\$3,153.29
S-4	Replace Damaged Curb Valve	1.00 UNIT	\$648.99	\$648.99

<b>Amount of Original Contract</b>	<b>\$215,549.02</b>	<b>Extra</b>	<b>\$7,126.00</b>
<b>Adjusted Amount Based on Change</b>		<b>Supplemental</b>	<b>\$7,925.65</b>
<b>Order No. 1 and FINAL</b>	<b>\$214,009.67</b>	<b>Reduction</b>	<b>-\$16,591.00</b>
		<b>Total Change</b>	<b>-\$1,539.35</b>

% Change in Contract  
 [(+) Increase or (-) Decrease]                      -0.71 %

.....  
 (Engineer)

7/24/2024  
 (Date)

.....  
 (Presiding Officer - Hightstown Borough)

.....  
 (Date)

.....  
 (Contractor)

06/25/2024  
 (Date)

**BID B - ROUTE 130 TO MUNICIPAL LIMITS**

1 of 1

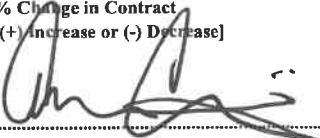
<b>Project</b>	<b>Stockton Street Curb and Sidewalk Improvements (US Route 130 to Oak Lane)</b>
	<b>Bid B - Route 130 to Municipal Limits</b>
<b>Municipality</b>	<b>Township of East Windsor</b>
<b>County</b>	<b>Mercer County</b>
<b>Contractor</b>	<b>Seacoast Construction, Inc.</b>

**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.

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
45	Uniform Traffic Director	-50.00 HOUR	\$140.00	-\$7,000.00
50	Excavation, Test Pit, If & Where Directed	-10.00 CY	\$50.00	-\$500.00
51	Dense Graded Aggregate, If & Where Directed	-25.00 CY	\$65.00	-\$1,625.00
52	1 1/2" Clean Stone, If & Where Directed	-25.00 CY	\$65.00	-\$1,625.00
54	8"x9"x18" Concrete Vertical Curb	12.00 LF	\$50.00	\$600.00
55	Concrete Sidewalk, 4" Thick	-34.00 SY	\$72.00	-\$2,448.00
56	Reinforced Concrete Sidewalk, 6" Thick	8.00 SY	\$99.00	\$792.00
59	Hot Mix Asphalt Driveway, 2" Thick	-28.00 SY	\$63.00	-\$1,764.00
81	Topsoil Spreading, 5" Thick	-63.00	\$9.00	-\$567.00
82	Fertilizing and Seeding, Type A-3	-63.00	\$9.00	-\$567.00

<b>Amount of Original Contract</b>	<b>\$144,582.02</b>	<b>Extra</b>	<b>\$1,392.00</b>
		<b>Supplemental</b>	<b>\$0.00</b>
<b>Adjusted Amount Based on Change</b>		<b>Reduction</b>	<b>-\$16,096.00</b>
<b>Order No. 1 and FINAL</b>	<b>\$129,878.02</b>	<b>Total Change</b>	<b>-\$14,704.00</b>


% Change in Contract  
 [(+) Increase or (-) Decrease]                    **-10.17 %**

  
 \_\_\_\_\_  
 (Engineer)

**7/24/2024**  
 \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Presiding Officer - East Windsor Township)

\_\_\_\_\_  
 (Date)

  
 \_\_\_\_\_  
 (Contractor)

**06/24/2024**  
 \_\_\_\_\_  
 (Date)



# Resolution 2024-148

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

**AUTHORIZING RELEASE OF ESCROW FUNDS MICHAEL NOLAN  
(200-202 SOUTH ACADEMY STREET BLOCK 40; LOT 16)**

**WHEREAS**, in April, 2024, Michael Nolan deposited escrow funds a variance application for Block 40; lot 16 commonly known as 200-202 Academy Street; and

**WHEREAS**, Mr. Nolan as requested that the escrow funds on deposit with the Borough for Block 40; Lot 16 be released; and

**WHEREAS**, the project will not be being forward do the denial of the requested the variance; and

**WHEREAS**, The Borough has determined that there are no outstanding invoices for this project.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Hightstown that the Finance Office is authorized and directed to release the all escrow funds on deposit with the Borough in sub-account 2021-01 for the project at Block 40; Lot 16, 200-202 South Academy Street to Michael Nolan, 16 Stonehenge Court, Jackson, NJ 08527.

A certified copy of this Resolution shall be provided to the following:

- a. Michael Nolan
- b. Mickie O'Connor, Hightstown Borough Finance
- c. Jane Davis, Planning Board Secretary

**CERTIFICATION**

I hereby certify the foregoing to be a true copy of a resolution adopted by the Borough Council at a meeting held on August 5, 2024.

---

Margaret Riggio  
Borough Clerk

# Resolution 2024-149

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>THIS RESOLUTION</i>	<i>PREVIOUS TOTAL</i>	<i>CUMULATIVE TOTAL</i>
Current	359,550.00	<b>2,686,379.00</b>	<b>3,045,929.00</b>
Capital Outlay – Current	0.00	<b>0.00</b>	<b>0.00</b>
Debt Service - Current	0.00	<b>0.00</b>	<b>0.00</b>
Water/Sewer	170,000.00	<b>1,075,000.00</b>	<b>1,245,000.00</b>
Capital Outlay – W/S	0.00	<b>0.00</b>	<b>0.00</b>
Debt Service - W/S	111,000.00	<b>0.00</b>	<b>111,000</b>
<b>TOTAL</b>	<b>640,550.00</b>	<b>3,761,379.00</b>	<b>4,401,929.00</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 August 5, 2024.

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

Borough of Hightstown  
 Emergency Temporary No. 12  
 8/1/2024

## SCHEDULE "A"

### Current Fund

Mayor and Council	Salaries and Wages	5,000.00
Tax Collector	Salaries and Wages	5,000.00
Tax Assessor	Salaries and Wages	1,000.00
Municipal Court	Other Expenses	30,000.00
Police Department	Salaries and Wages	100,000.00
Emergency Management	Salaries and Wages	5,000.00
Streets and Roads	Salaries and Wages	40,000.00
Sanitation	Salaries and Wages	5,000.00
Buildings and Grounds	Salaries and Wages	50,000.00
Buildings and Grounds	Other Expenses	10,000.00
Recycling	Other Expenses	20,000.00
Recreation	Salaries and Wages	10,000.00
Recreation	Other Expenses	4,000.00
Electric	Other Expenses	5,000.00
Telephone	Other Expenses	7,000.00
Street Lighting	Other Expenses	5,000.00
Gasoline	Other Expenses	15,000.00
Landfill	Other Expenses	20,000.00
Housing	Salaries and Wages	10,000.00
Public Employees' Retirement System	Other Expenses	6,550.00
Health Services	Other Expenses	6,000.00
		<u>359,550.00</u>
<b>Water-Sewer Operating Fund</b>		
Other Expenses		170,000.00
I Bank Loans		111,000.00
		<u>281,000.00</u>
Total		<u>640,550.00</u>