

BOROUGH OF HIGHLAND PARK  
REGULAR MAYOR & COUNCIL MEETING  
VIA TELEPHONE  
JULY 21, 2020 - 7:00 PM

**AMENDED**

The Borough is using the telephone meeting format in an effort to mitigate the chance of exposure to COVID-19, as a part of the Borough's ongoing effort to slow the rate of transmission and avoid overwhelming our treatment centers.

The public is invited to attend and participate by way of a call-in number and password:

Call-in number: 1-929-205-6099  
Meeting ID: 912 3276 1225  
By Computer, Smart Phone or Tablet:  
Web Link: <https://zoom.us/j/91232761225>

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

The Mission of the Highland Park Borough Council is to establish a government based upon the principles of good government: ethics, efficiency and the effective provision of services.

The Borough Council is committed to creating a thriving community, which is sustainable economically, environmentally and socially.

The Borough Council is further committed to creating a community which values its unique and diverse populations and encourages direct public participation in the governing process.

**AGENDA**

The Mayor is presiding over this Council meeting. She may interrupt, warn or terminate a participant's statement or participation in the virtual meeting if the participant's statement does not adhere to the 3 minutes provided to each participant for public comment or if the statement is abusive, obscene or irrelevant.

\* Denotes Consent Agenda Posted Items. Ordinarily, consent agenda items, pursuant to Ordinance No. 920, are not read nor debated unless there is a request by a member of Council or the public. Furthermore, unless requested by a member of Council for a separate vote, all consent agenda items, as per Council's Rules of Order, Article IV, shall be considered in the form of one **MOTION**.

1. Call to Order and Open Public Meetings Statement.
2. Pledge of Allegiance.
3. Roll Call.

4. 7-20-194 Resolution to appoint new Council Member.  
**MOTION** adopt/reject **ROLL CALL VOTE**  
Oath of Office administered to new Councilperson by Mayor Brill Mittler.
  5. 7-20-195 Resolution to Amend Resolution No. 1-20-03 – Regarding Standing Committees.  
**MOTION** adopt/reject **ROLL CALL VOTE**
  6. Proclamations – Library Personnel – Retirements – Fran Lee & Jane Stanley.
  7. Council Reports.
  8. Borough Administrator's Report.
  9. Borough Attorney's Report.
  10. Mayor's Report.
  11. Public Discussion.  
(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).
  12. 7-20-196 Resolution to introduce 2020 Main Street Highland Park Budget and approve on first reading and schedule public hearing date.  
**MOTION** adopt/reject **ROLL CALL VOTE**
  13. Clerk reports introduction of Amendment to Tree Removal and Protection Ordinance for consideration of passage of first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 7-20-197) **ROLL CALL VOTE**
  14. Clerk reports introduction of Ordinance Authorizing Acceptance of Site Triangle Easement for 31 River Road, for consideration of passage of first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 7-20-198) **ROLL CALL VOTE**
  15. Clerk reports introduction of Salary Ordinance Amendment, for consideration of passage of first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 7-20-199) **ROLL CALL VOTE**
- CONSENT AGENDA** - **MOTION** to adopt the following starred (\*) items: **ROLL CALL VOTE**
16. \*7-20-200 Resolution to Approve Release of Found Property.
  17. \*7-20-201 Resolution to Amend Annual Salary Resolution.
  18. \*7-20-202 Resolution to Approve Purchase of Leaf Bags.

19. \*7-20-203 Resolution to Appoint Housing Authority Members.
20. \*7-20-204 Resolution to Cancel Outstanding Bail Account Checks.
21. \*7-20-205 Resolution to Cancel Outstanding General Account Checks.
22. \*7-20-206 Resolution to Submit Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the 2021 Roadway Improvement Project.
23. \*7-20-207 Resolution Authorizing Execution of the FY2021 Municipal Alliance Contract with the County of Middlesex.
24. \*7-20-208 Resolution to Execute Professional Services Agreement with Gabel Associates for Renewable Government Energy Aggregation Consulting.
25. \*7-20-209 Resolution in Support of Application to County Open Space & Recreation Trust for Improvements to Borough Recreation Complex.
26. \*7-20-210 Resolution Authorizing Issuance of RFP for Emergency Water & Sewer Repairs.
27. \*7-20-211 Resolution to Approve Bills List.  
**MOTION adopt/reject** **ROLL CALL VOTE**
28. 7-20-212 Chapter 159 – 2020 Middlesex County Code Blue Grant.  
**MOTION adopt/reject.** **ROLL CALL VOTE**
29. 7-20-213 Chapter 159 – Hazardous Discharge Site Remediation Fund Grant.  
**MOTION adopt/reject.** **ROLL CALL VOTE**
30. 7-20-214 Resolution Authorizing Redevelopment Agreement for 433 Cleveland Avenue.  
**MOTION adopt/reject.** **ROLL CALL VOTE**
31. 7-20-215 Resolution Of The Borough Council of the Borough of Highland Park, Middlesex County, New Jersey Objecting to the Presence of Federal Police or Military Forces in the City of Portland, Oregon and Condemning the Arrest and Detention of Innocent Citizens in Direct Violation of Constitutional Rights.  
**MOTION adopt/reject.** **ROLL CALL VOTE**
32. Mayor appoints the following:  
Derek Gamble  
**MOTION TO CONFIRM** **HP Gives a Hoot**  
**ROLL CALL VOTE**

33. Public Comments.  
(3 minutes per speaker on any items; subject to 9PM conclusion prior to Work Session)

34. Recess (5 minutes).

35. Work Session Items: No formal action to be taken.

- a. Draft Resolution in Support of Assembly Bills A4226 and A4034 (MH).
- b. Bid Threshold Increase (TJ).
- c. Fire Department Ordinance Amendments (EFD).
- d. Director of Emergency Services Ordinance (EFD).
- e. Deer Feeding Ordinance (TJ).

36. Goals.

37. **MOTION** to adjourn.

**Next Scheduled Meeting: August 18, 2020**

BOROUGH OF HIGHLAND PARK  
NO. 7-20-194

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that due to the passing of Councilwoman Welkovits, \_\_\_\_\_ is hereby appointed to temporarily fill the vacancy on the Borough Council, effective immediately;

BE IT FURTHER RESOLVED that \_\_\_\_\_ shall serve on the Borough Council until such time as a candidate is elected to fill the remainder of the unexpired term at the General Election to be held on November 3, 2020.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

**BOROUGH OF HIGHLAND PARK  
NO. 7-20-195**

**RESOLUTION: Council as a Whole**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that Resolution No. 1-20-03 adopted by the Borough Council on January 7, 2020, shall be and is hereby amended to read as follows:

**"BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Standing Committees of said Council for the year 2020 shall be and are hereby established as follows:

**RECREATION AND ARTS**

Councilpersons FINE, Kim-Chohan, \_\_\_\_\_.

**ECONOMIC DEVELOPMENT & PLANNING**

Councilpersons HALE, \_\_\_\_\_, Kim-Chohan.

**FINANCE**

Councilpersons \_\_\_\_\_, FINE, GEORGE.

**HEALTH AND HUMAN SERVICES**

Councilpersons KIM-CHOHAN, Hale, Foster-Dublin.

**PUBLIC SAFETY**

Councilpersons FOSTER-DUBLIN, George, Hale.

**PUBLIC WORKS & PUBLIC UTILITIES**

Councilpersons GEORGE, Foster-Dublin, Fine.

**BE IT FURTHER RESOLVED** that the first Councilpersons listed above for each Committee shall serve as Chair of that Committee."

**ADOPTED:** July 21, 2020

**ATTEST:**

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

**RECORD OF COUNCIL VOTES**

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-196

RESOLUTION TO INTRODUCE 2020 MAIN STREET HIGHLAND PARK BUDGET

RESOLUTION: Economic Development and Planning Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following statements of revenues and appropriations shall constitute the Main Street Highland Park Budget for the year 2020;

BE IT FURTHER RESOLVED that said Budget be published in the Home News Tribune, Asbury Park, NJ, in the issue of July 24, 2020.

The Governing Body of the Borough of Highland Park does hereby approve the following as the Main Street Highland Park Budget for the year 2020:

|                                 |                   |
|---------------------------------|-------------------|
| <u>Income</u>                   | 93,515.00         |
| Government Grants               | 166,474.00        |
| Special Assessment (BID)        | 16,400.00         |
| Fees/Sponsorships               | <u>17,913.00</u>  |
| Reserves                        | \$ 294,302.00     |
| Total Income                    |                   |
| <u>Expense</u>                  | \$ 164,602.00     |
| Administration and General      | <u>129,700.00</u> |
| Program Expense                 | \$ 294,302.00     |
| Total Expense                   |                   |
| <u>Budget Surplus/(Deficit)</u> | \$ 0.00           |

Notice is hereby given that the Main Street Highland Park Budget and Resolution was approved by the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, on July 21, 2020.

A hearing on the Main Street Highland Park/Business Improvement District Budget will be held at the next Council Meeting, which, due to the COVID-19 pandemic will be taking place virtually on **August 18, 2020 at 7:00 o'clock PM** at which time and place objections to said Budget and Resolution for the year 2020 may be presented.

ROLL CALL: Ayes:  
Nays:  
Absent:  
Abstain:

Introduced and approved on first reading July 21, 2020.

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |



BOROUGH OF HIGHLAND PARK  
NO. 7-20-197

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, an Ordinance entitled, AN ORDINANCE TO REPLACE CHAPTER 388 OF THE "CODE OF THE BOROUGH OF HIGHLAND PARK, 2010" CONCERNING TREE REMOVAL AND PROTECTION, has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, August 18, 2020, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

BE IT FURTHER RESOLVED that said a Notice of Pending Ordinance and Summary of said Ordinance be published once at least one (1) week prior to the time fixed for further consideration of said Ordinance for final passage in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published daily in this municipality, together with a notice of the introduction thereof and of the time and place when and where said Ordinance will be further considered for final passage as aforesaid.

BE IT FURTHER RESOLVED that a copy of said Ordinance shall be posted on the bulletin board at Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, forthwith and that the Deputy Clerk have available in her office for the members of the general public of Highland Park copies of said Ordinance for those members of the general public who may request the same.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

BOROUGH OF HIGHLAND PARK

ORDINANCE NO. 20-

An Ordinance of the Borough of Highland Park, County of Middlesex, Amending Chapter 388 of the "Code of the Borough of Highland Park" concerning Tree Removal and Protection.

BE IT ORDAINED by the Highland Park Borough Council, Middlesex County, that Sections 388-11 A and D of the "Code of the Borough of Highland Park" is amended to read as follows: [bracketed material deleted], underlined material new:

§ 388-11. Tree replacement.

Any tree removed pursuant to this Chapter and having a DPM of 8 inches or greater shall be replaced, unless otherwise exempt, by planting a replacement tree(s) or making a payment in mitigation.

A. Planting of replacement trees

a. All replacement trees of whatever species shall have DPM of not less than two-inch caliper.

b. For any property for which tree replacement is required, trees shall be replaced according to the following schedule:

[i. For each tree removed that is 8 inches DPM or greater but less than 20 inches, replacement shall be by one (1) replacement tree; and

ii. For each tree removed that is 20 inches DPM or greater but less than 36 inches, replacement shall be by two (2) replacement trees; and

iii. For each tree removed that is 36 inches DPM or greater, replacement shall be by three (3) replacement trees.]

i. For any residential property that is owner-occupied, trees shall be replaced according to the following schedule:

For each tree removed that is 8 inches DPM or greater but less than 20 inches, replacement shall be by one (1) replacement tree;

For each tree removed that is 20 inches DPM or greater but less than 36 inches, replacement shall be by two (2) replacement trees; and

For each tree removed that is 36 inches DPM or greater, replacement shall be by three (3) replacement trees.

ii. For residential property that is not owner-occupied and for any other property held for investment and for all commercial property, trees shall be replaced according to the following schedule:

For each tree removed that is 8 inches DPM or greater but less than 20 inches, replacement shall be by two (2) replacement trees;

For each tree removed that is 20 inches DPM or greater but less than 36 inches, replacement shall be by four (4) replacement trees; and

For each tree removed that is 36 inches DPM or greater, replacement shall be by six (6) replacement trees.

[D. Tree Replacement Fund. The Department of Code Enforcement and DPW, in consultation with the STAC, may permit an applicant to make a payment to the Borough's Tree Replacement Fund, established hereunder in § 388-12, in lieu of replacement of part or all of the trees removed pursuant to § 388-8. Such payment shall be calculated at a rate of \$500 for each deciduous tree and \$450 for each evergreen tree.

All replacement trees shall be planted on site in accordance with the foregoing. However, if one or more of the following conditions exist, some or all of the replacement trees may be planted off-site:

- a. The site in question cannot physically accommodate the total replacement amount of trees, and the applicant contributes an amount equal to the calculated monetary value of unreplaced trees to the Tree Replacement Fund; or
- b. The Department of Code Enforcement and applicant agree in writing that the applicant shall make payment to the Tree Replacement Fund based upon the above; or
- c. The Department of Code Enforcement in consultation with DPW and the STAC and applicant agree in writing that the applicant shall plant replacement trees off-site on municipally owned property pursuant to the municipal Community Forestry Management Plan.]

D. Monetary Mitigation. All replacement trees shall be planted on site in accordance with the foregoing. Monetary mitigation shall be made as a payment to the Tree Replacement Fund in an amount equal to \$400 for each unplanted replacement tree. Monetary mitigation shall be required if:

- a. the applicant for any reason plants fewer than the number of required replacement trees within the required six months of removal; or
- b. the applicant determines that the site will not accommodate the total number of required replacement trees and makes a monetary mitigation payment for each replacement tree that will not be planted; or
- c. a replacement tree dies within a year of planting and the applicant determines not to plant a new replacement tree.

2. This Ordinance shall take effect upon its passage and publication and provided for by law.

Introduced and Passed on first  
reading: July 21, 2020

Adopted:

Attest:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

Approved:

\_\_\_\_\_  
Gayle Brill-Mittler, Mayor

BOROUGH OF HIGHLAND PARK  
NO. 7-20-198

RESOLUTION: Economic Development and Planning Committee

WHEREAS, an Ordinance entitled, ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY, AUTHORIZING ACCEPTANCE OF A NON-EXCLUSIVE EASEMENT OVER BLOCK 183, LOT 24 AS SHOWN ON THE OFFICIAL TAX MAP OF THE BOROUGH OF HIGHLAND PARK, PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ., has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, August 18, 2020, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

BE IT FURTHER RESOLVED that said a Notice of Pending Ordinance and Summary of said Ordinance be published once at least one (1) week prior to the time fixed for further consideration of said Ordinance for final passage in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published daily in this municipality, together with a notice of the introduction thereof and of the time and place when and where said Ordinance will be further considered for final passage as aforesaid.

BE IT FURTHER RESOLVED that a copy of said Ordinance shall be posted on the bulletin board at Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, forthwith and that the Deputy Clerk have available in her office for the members of the general public of Highland Park copies of said Ordinance for those members of the general public who may request the same.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

**BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 20-**

**ORDINANCE OF THE BOROUGH COUNCIL OF THE  
BOROUGH OF HIGHLAND PARK, COUNTY OF  
MIDDLESEX, NEW JERSEY, AUTHORIZING  
ACCEPTANCE OF A NON-EXCLUSIVE EASEMENT OVER  
BLOCK 183, LOT 24 AS SHOWN ON THE OFFICIAL TAX  
MAP OF THE BOROUGH OF HIGHLAND PARK,  
PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ.**

**WHEREAS**, the Borough of Highland Park (the "**Borough**") is a public body corporate and politic of the State of New Jersey; and

**WHEREAS**, 31 River Road Urban Renewal, LLC (the "**Grantor**") is the owner of a parcel of land located in the Borough, which parcel of land is shown and designated as Block 183, Lot 24 on the Official Tax Map of the Borough (the "**Property**"); and

**WHEREAS**, on September 12, 2019, by way of Application #P2019-03, the Grantor received preliminary and final major site plan approval (the "**Approval**") pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1 *et seq.*, from the Borough of Highland Park Planning Board (the "**Planning Board**") in furtherance of the Grantor's plans (the "**Project Plans**") to construct a multifamily residential development on the Property (the "**Project**"); and

**WHEREAS**, by Resolution No. 2019-06, adopted on October 10, 2019, the Planning Board memorialized the Approval (the "**Resolution**"); and

**WHEREAS**, the Project Plans depict, and the Resolution requires, that the Grantor grant to the Borough a non-exclusive sight triangle easement that is consistent with American Association of State Highway Transportation Officials (the "**AASHTO**") standards (the "**Sight Triangle Easement**") in, over, and across portions of the Property, and to provide for the maintenance and upkeep thereof; and

**WHEREAS**, there is an existing sight triangle easement on the Property for the benefit of the County of Middlesex (the "**County**") that is inconsistent with the Project; and

**WHEREAS**, the County is willing to terminate the existing easement if a new Sight Triangle Easement agreement is executed, in which the Grantor agrees to give, grant, and convey the Sight Triangle Easement to the Borough (the "**Sight Triangle Easement Agreement**"), to replace the easement that is being terminated; and

**WHEREAS**, the Borough Attorney has reviewed the Sight Triangle Easement Agreement between the Grantor and the Borough, in which the Grantor agrees to give, grant, and convey the Sight Triangle Easement to the Borough, in the form attached hereto as Exhibit A, and finds same acceptable, subject to the approval of the Borough Council of the Borough of Highland Park (the "**Borough Council**"); and

**WHEREAS**, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 *et seq.*, an ordinance is required to accept the Sight Triangle Easement and authorize the execution of the Sight Triangle Easement Agreement to memorialize same, and the Borough Council so desires to accept the Single Triangle Easement and execute the Sight Triangle Easement Agreement.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE  
BOROUGH OF HIGHLAND PARK AS FOLLOWS:**

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Borough Council hereby accepts the Sight Triangle Easement.

Section 3. The Borough Council hereby authorizes the Mayor, Borough Administrator, Borough Clerk, Borough Attorney, Chief Financial Officer, and other necessary Borough Officials to execute the Sight Triangle Easement Agreement in the form attached hereto as Exhibit A and all other necessary documents and undertake all actions reasonably necessary to effectuate the aforementioned Sight Triangle Easement and this Ordinance.

Section 4. If any part of this Ordinance shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Ordinance.

Section 5. A copy of this Ordinance and the Sight Triangle Easement Agreement shall be available for public inspection at the office of the Borough Clerk during regular business hours.

Section 6. This Ordinance shall take effect in accordance with all applicable laws.

Introduced and passed on first  
reading: July 21, 2020

ADOPTED:

ATTEST:

\_\_\_\_\_  
Joan Hullings, Borough Clerk

APPROVED:

\_\_\_\_\_  
Gayle Brill Mittler, Mayor

**EXHIBIT A**  
**SIGHT TRIANGLE EASEMENT AGREEMENT**

**WHEN RECORDED, RETURN TO:**  
Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive  
Woodbridge, New Jersey 07095  
Attn: Steven Tripp, Esq.

**SIGHT TRIANGLE EASEMENT AGREEMENT**

**THIS SIGHT TRIANGLE EASEMENT AGREEMENT ("Agreement")** is made this \_\_\_ day of June, 2020, and between

**31 RIVER ROAD URBAN RENEWAL, LLC**, a New Jersey limited liability company located at 820 Morris Turnpike, Short Hills, New Jersey 07078 ("**Grantor**");

AND

**BOROUGH OF HIGHLAND PARK**, a municipal corporation of the State of New Jersey, located at 221 S 5th Ave, Highland Park, NJ 08904 ("**Grantee**").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of a parcel of land located in the Borough of Highland Park, County of Middlesex and State of New Jersey, which parcel of land is shown and designated as Lot 24 in Block 183 on the current Official Tax Map of the Borough of Highland Park ("**Property**"); and

**WHEREAS**, Grantor proposes to develop the Property with a multifamily residential development pursuant to certain "Approvals" (herein defined) ("**Project**"); and

**WHEREAS**, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., Grantor has applied for and received from the Borough of Highland Park Planning Board ("**Board**") preliminary and final major site plan approval of the Project under Application P2019-



03 (“**Approval**”), permitting the lawful development of the Property pursuant to the final plans on file with the Board (“**Project Plans**”); and

**WHEREAS**, the Approval was memorialized by Resolution 2019-06 adopted by the Board on October, 10, 2019 (“**Resolution**”); and

**WHEREAS**, the Project Plans depict, and the Resolution requires, Grantor to grant to Grantee a sight triangle easement that is consistent with AASHTO standards (“**Sight Triangle Easement**”) in, over and across portions of the Property; and to provide for the maintenance and upkeep thereof; and

**WHEREAS**, there is an existing sight triangle easement on the Property for the benefit of the County of Middlesex (the “**County**”) that is inconsistent with the Project; and

**WHEREAS**, the County is willing to terminate the existing easement if a new Sight Triangle Easement agreement is executed with the Borough to replace the easement that is being terminated; and

**WHEREAS**, Grantor is executing and delivering this Agreement pursuant to the Approval for the purpose of implementing and complying with the conditions of the Resolution and implementation of the Sight Triangle Easement depicted on the Project Plans; and

**WHEREAS**, it is the interest of the general public and the welfare of the Grantee that the lands hereinafter described shall be at all times retain as open space for the purpose of permitting the operations of vehicles and pedestrians to see across said lands and to provide a clear view for oncoming vehicles or pedestrians from adjoining driveways, streets, roads or highways.

**NOW, THEREFORE**, in consideration of the agreements and covenants set forth herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor hereby agrees to grant to Grantee the Sight Triangle Easement on the portions of the Property described on Schedule "A" and more specifically depicted on Schedule "B" which Schedules are annexed hereto and made a part hereof.

1. **Declaration Of Sight Triangle Easement.** Grantor hereby gives, grants, and conveys to Grantee, a certain non-exclusive Sight Triangle Easement, coupled with the right for Grantee to enter into and upon the Property for reasonable access to the Sight Triangle Easement area. The Sight Triangle Easement is established on the Property to provide proper and safe sight distances for pedestrian and vehicular traffic for the benefit of the public.

2. **Restriction on Grantor's Use of the Sight Triangle Easement Area.** During the term of this Agreement, there shall not be erected at any time any building, structures or signs which may in any way interfere with the view or sight of operators of vehicles or pedestrians traversing the abutting driveways, streets, roads or highways in the Sight Triangle Easement area as depicted on the Project Plans. However, such varieties of ground cover or shrubs having an ultimate height of from 2 to 3.5 feet and that may easily be cared for may be planted in the Sight Triangle Easement area as depicted on the Project Plans.

Grantor, as the owner of the Property, and thereafter its successors in title to the Property, shall have the obligation, at no cost or expense to Grantee, to maintain the Sight Triangle Easement area to control growth of vegetation, weeds, shrubs and/or trees so that same does not interfere with, impede, diminish provide proper and safe sight distances for pedestrian and vehicular traffic.

3. **Grantee's Rights.** In the event Grantor fails or refuses to honor its maintenance obligations herein provided, Grantee, its agents, representatives or employees, may, but shall have no duty to enter into and upon the Property for the purpose of clearing any brush, trees, weeds or other ground cover upon said areas and for the purpose of establishing a clear sight or view for operators of vehicles or pedestrians traversing the abutting streets, roads, driveways or highways. The Sight Triangle Easement granted herein is subject to such state of facts as an accurate survey may reveal, and to all prior easements, covenants, reservations and restrictions of record, provided same do not materially and adversely interfere with Grantee's exercise of the easement rights provided herein.

4. **Reservation of Rights.** Grantor, its successors and assigns, reserves the right to make any and all use of its lands (the surface, sub-surface and air space above) lying within the Sight Triangle Easement area, including, but not limited to, the right to grant to private and public utility companies, municipal utilities authorities and other authorized or permitted parties, easements and right-of-ways over, under, across and/or through the Sight Triangle Easement area, and the right to install or permit to be installed utilities within the Sight Triangle Easement area, provided that same do not prevent or unduly interfere with the exercise of Grantee's rights herein granted.

5. **Duration.** The Sight Triangle Easement herein granted shall run with the land and shall be perpetual.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be properly executed as of the date and year first set forth above.

LLC

**Grantor:**

**31 RIVER ROAD URBAN RENEWAL,**

**By:**

---

**Schedule "A"**

**DESCRIPTION OF SIGHT TRIANGLE EASEMENTS**



T 732 846 8585  
F 732 846 9439

261 Cleveland Avenue  
Highland Park, NJ 08904

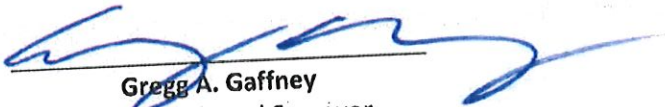
Legal Description  
31 River Road  
Proposed Sight Triangle Easement  
Block 183, Lot 24  
Borough of Highland Park  
Middlesex County, New Jersey

BEGINNING at a point, said point marking the intersection of the southerly right-of-way line of Walter Avenue (50' R.O.W.) with the easterly right-of-way line of River Road (A.K.A. County Route 622)(R.O.W Varies); thence

1. North 68 degrees 40 minutes 36 seconds East, along said southerly right-of-way line, a distance of 4.95 feet to a point; thence
2. South 24 degrees 10 minutes 36 seconds East, along a line, a distance of 79.86 feet to a point lying in the easterly right-of-way line of River Road; thence
3. North 27 degrees 42 minutes 22 seconds West, along said easterly right-of-way line, a distance of 80.26 feet to the point or place of BEGINNING.

The above-described easement contains 197 square feet, more or less, as shown on a map entitled "31 River Road - Sight Triangle Easement Plan" prepared by Menlo Engineering Associates, Inc.; job no. 2019.019; drawing no. SIGHT-ESMT-1; dated October 10, 2019.

KMR/dp  
MEA #2019.019  
October 10, 2019

  
Gregg A. Gaffney  
Professional Land Surveyor  
NJPLS# GS43304

O:\Documents\2019\2019.019\ENG\2019.019-Legal Description-Sight Triangle Easement.docx

**SCHEDULE "B"**

**DEPICTION OF SIGHT TRIANGLE EASEMENTS**

**RIVER ROAD**  
 (A.K.A. COUNTY ROUTE 622)  
 (R.O.W. VARIES)

DOUBLE YELLOW LINE

CROSS WALK

N68°40'36"E  
 4.95'  
 P.O.B. SIGHT  
 TRIANGLE  
 ESMT.  
 PROPOSED  
 SIGHT TRIANGLE  
 EASEMENT  
 (197 SF)

CONCRETE CURB

CROSS WALK

CONCRETE CURB

N27°42'22"W 158.92'  
 N27°42'22"W 80.26'  
 N27°42'22"W 79.86'  
 S24°10'36"E 79.86'

1. PIPE  
 FOUND  
 0.3'

**BLOCK 183  
 LOT 24**

EXISTING SIGHT  
 TRIANGLE EASEMENT  
 DB 3182, PG 84  
 (TO BE EXTINGUISHED)

**REFERENCE**

1. ENGINEERING SITE PLANS ENTITLED "31 RIVER ROAD" PREPARED BY MENLO ENGINEERING ASSOCIATES, INC.; JOB No. 2019.019 DATED 08/07/19.

BLOCK 184  
 LOT 2

DEP. CURB

YELLOW LINE  
**WALTER AVENUE**  
 50' R.O.W.

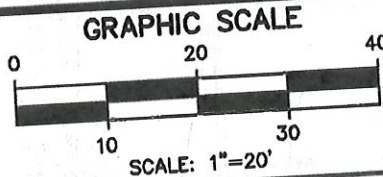
C:\dwg\2019.019-31 River Road\2019.019-BASE.dwg  
 PLOTTED: 10/22/2019 8:38 AM; BY: KIM ROMAN



Civil Engineering Consultants  
 Landscape Architects  
 Professional Planners

261 Cleveland Avenue  
 Highland Park, NJ 08904

732-846-8585 732-846-9439  
 Certificate of Authorization : 24GA27951900



**31 RIVER ROAD**  
 BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY  
**SIGHT TRIANGLE EASEMENT PLAN**  
 BLOCK 183, LOT 24

DRWN. BY KMR  
 DSGN BY WAL  
 APPRD. BY GAG

DATE OF ISSUE  
 OCTOBER 10, 2019

JOB # 2019.019  
 DWG # SIGHT ESMT-1  
 SHEET # 1

| REVISIONS |  |
|-----------|--|
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |
|           |  |

THIS WORK PREPARED UNDER MY  
 IMMEDIATE SUPERVISION...

*Gregg A. Gaffney*  
**GREGG A. GAFFNEY**  
 PROFESSIONAL LAND  
 SURVEYOR NJPLS# GS43304



## ACKNOWLEDGEMENT

STATE OF NEW JERSEY:

COUNTY OF MIDDLESEX:

I CERTIFY that on \_\_\_\_\_, 2020, \_\_\_\_\_ personally appeared before me and acknowledged under oath, to my satisfaction, that

- (a) this person signed and delivered the attached document as the Managing Member of 31 RIVER ROAD URBAN RENEWAL, LLC, the limited liability company named in this document
- (b) this document was signed and made by the Managing Member as his/her voluntary act and deed by virtue of authority from the entity.

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

BOROUGH OF HIGHLAND PARK  
NO. 7-20-199

RESOLUTION: Council as a Whole

WHEREAS, an Ordinance entitled, AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED, "AN ORDINANCE TO PROVIDE FOR AND DETERMINE THE RATE OF COMPENSATION OF EACH OFFICER AND EMPLOYEE OF THE BOROUGH OF HIGHLAND PARK AND THE METHOD OF PAYMENT OF SUCH COMPENSATION", has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, August 18, 2020, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

BE IT FURTHER RESOLVED that said a Notice of Pending Ordinance and Summary of said Ordinance be published once at least one (1) week prior to the time fixed for further consideration of said Ordinance for final passage in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published daily in this municipality, together with a notice of the introduction thereof and of the time and place when and where said Ordinance will be further considered for final passage as aforesaid.

BE IT FURTHER RESOLVED that a copy of said Ordinance shall be posted on the bulletin board at Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, forthwith and that the Borough Clerk have available in her office for the members of the general public of Highland Park copies of said Ordinance for those members of the general public who may request the same.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

| RECORD OF COUNCIL VOTES |      |      |         |        |
|-------------------------|------|------|---------|--------|
| Council Member          | Ayes | Nays | Abstain | Absent |
| Fine                    |      |      |         |        |
| Foster-Dublin           |      |      |         |        |
| George                  |      |      |         |        |
| Hale                    |      |      |         |        |
| Kim-Chohan              |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
Ordinance No. 20-

AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED, "AN ORDINANCE TO PROVIDE FOR AND DETERMINE THE RATE OF COMPENSATION OF EACH OFFICER AND EMPLOYEE OF THE BOROUGH OF HIGHLAND PARK AND THE METHOD OF PAYMENT OF SUCH COMPENSATION"

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, AS FOLLOWS:

1. Section 1 of the Highland Park Salary Ordinance is amended and supplemented to read as follows:

- I. Personnel Policies and Procedures Handbook of the Borough of Highland Park, as may be amended by Resolution of the Mayor and Council, outlines those personnel policies and procedures for employees and supervisors, including but not limited to:
  - A. Salaries herein set forth, shall be paid twice monthly on the fifteenth day of each month and on the last day of each month. In the event either the fifteenth day or the last day of the month is a weekend or holiday, then payment shall be made on the last work day preceding such date. Nothing hereinafter set forth shall prevent payment for services of a special nature beyond the regular or routine business of the official or employed, or as otherwise specified by resolution of Council.
  - B. Paid Holidays for all non-uniform Borough employees shall be as outlined in the Personnel Policy and Procedures Handbook, or the appropriate collective bargaining agreement. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday.
  - C. The hereinafter established rate of compensation is intended to remunerate such officials and employees for their regular hours of work without intending to compensate in any way for overtime wages that may become due to them because of services, which they should be called upon to render. Eligibility for overtime is as specified in the **Borough Personnel Policy and Procedures Handbook** for non-union administrative employees, and in the appropriate collective bargaining agreement for union employees.
  - D. The Borough of Highland Park reserves the right to pay a salary to a new or old employee at any figure within the established range for such new and/or old employee's duties.
  - E. The adoption of this ordinance shall not operate so as to decrease the present rate of compensation to any official or employee.
  - F. The classified service shall consist of the following positions. The range scale refers to compensation range limits, which shall be paid as set forth herein:

| <u>Range Scale</u> | <u>Position</u>                      |
|--------------------|--------------------------------------|
| 1                  | Tax Search Officer                   |
| 1                  | Clerk, Planning Board                |
| 1                  | Clerk, Zoning Board of Adjustment    |
| 1                  | Registrar of Vital Statistics        |
| 1                  | Deputy Registrar of Vital Statistics |
| 1                  | Council Member                       |
| 1                  | Special Housing Prosecutor           |
| 1                  | Deputy Purchasing Agent              |
| 1                  | Public Defender                      |
| 1                  | Recycling Coordinator                |
| 1                  | Municipal Alliance Coordinator       |
| 1                  | Communications Liaison               |
| 1                  | Clean Communities                    |
| 1                  | Executive Director                   |
| 1                  | Mayor                                |
| 2                  |                                      |

|    |   |
|----|---|
| 2  | Council President                                 |
| 2  | Fire Inspector                                    |
| 2  | Fire Sub-code Official                            |
| 2  | Capital Projects Manager                          |
| 2  | Assistant Borough Administrator                   |
| 3  | Public Safety Director                            |
| 3  | Tax and Revenue Collector                         |
| 3  | Tax Assessor Clerk                                |
| 3  | Electrical Sub-code Official/Inspector            |
| 4  | Plumbing Sub-code Official/Inspector              |
| 4  | Building Inspector                                |
| 4  | Building Sub-code Official                        |
| 4  | Construction Official                             |
| 4  | Mayor/Council Secretary                           |
| 4  | Zoning Sub-code Official                          |
| 4  | Redevelopment Director                            |
| 5  | Planning Board, Redevelopment and Zoning Board of |
| 5  | Adjustment Clerk                                  |
| 5  | Public Information Officer/Aide to Mayor          |
| 5  | Firefighter Supervisor                            |
| 5  | Public Safety Director                            |
| 5  | Senior Citizens Outreach Coordinator              |
| 6  | Zoning Officer                                    |
| 7  | Municipal Court Judge                             |
| 7  | Municipal Prosecutor                              |
| 8  | Construction Official                             |
| 9  | Assistant to Mayor & Council                      |
| 9  | Assistant to Borough Administrator                |
| 9  | Administrative Secretary                          |
| 9  | Administrative Assistant                          |
| 9  | Fire Inspector/Firefighter                        |
| 9  | Emergency Services Director                       |
| 9  | Teen Center Coordinator                           |
| 10 | Deputy Borough Clerk                              |
| 10 | Human Resources Coordinator                       |
| 10 | Communications Coordinator                        |
| 10 | Recreation Program Coordinator                    |
| 10 | Senior Program Coordinator                        |
| 10 | Tax and Revenue Collector                         |
| 10 | Deputy Superintendent, Public Works & Utility     |
| 10 | Assistant Finance Officer                         |
| 10 | Fire Official                                     |
| 10 | Tax Assessor                                      |
| 10 | IT Coordinator                                    |
| 10 | Tax and Revenue Collector                         |
| 11 | Director, Department of Code Enforcement          |
| 11 | Building Inspector                                |
| 11 | Construction Official                             |
| 11 | Community and Economic Development Director       |
| 12 | Director of Department of Community Services      |
| 13 | Municipal Court Administrator                     |
| 13 | Director of Fire Safety                           |
| 14 | Foreman, Public Works & Utility                   |
| 14 | Borough Attorney                                  |
| 15 | Planner   |
| 16 | Borough Administrator                             |
| 16 | Director of Finance                               |
| 16 | Chief Financial Officer                           |
| 16 | Borough Clerk                                     |
| 16 | Director of Code Enforcement & Construction Code  |
| 16 | Official  |
| 17 | Superintendent, Public Works and Utility          |

|      |  |
|------|--|
| 18   | Finance Director/Chief Financial Officer               |
| 20   | Director of Code Enforcement and Construction Official |
| 21   | Chief of Police  |
| H-1  | Farmers' Market Site Supervisor                        |
| H-1  | Seasonal Laborer                                       |
| H-4  | Miscellaneous Part-time Clerical Employee              |
| H-14 | Misc. Recreation Program Employee                      |
| H-14 | Part-Time Administrative Assistant                     |
| H-15 | Part-Time UCC Inspectors and Sub-code Officials        |

G. Compensation Schedule for General Officials and Employees paid on an hourly basis:

| <u>Range Scale</u> | <u>Minimum</u>  | <u>Maximum</u> |
|--------------------|-----------------|----------------|
| H-1                | NJ Minimum Wage | \$ 13.26       |
| H-2                | NJ Minimum Wage | 14.28          |
| H-3                | NJ Minimum Wage | 15.30          |
| H-4                | NJ Minimum Wage | 25.50          |
| H-5                | 9.84            | 17.34          |
| H-6                | 10.63           | 19.38          |
| H-7                | 11.00           | 21.42          |
| H-8                | 12.00           | 22.44          |
| H-9                | 13.00           | 23.46          |
| H-10               | 14.00           | 24.48          |
| H-11               | 15.00           | 25.50          |
| H-12               | 16.00           | 26.52          |
| H-13               | 18.00           | 27.54          |
| H-14               | 19.00           | 40.80          |
| H-15               | 20.00           | 32.64          |
| H-16               | 21.00           | 34.68          |
| H-17               | 22.00           | 35.70          |

H. Compensation Schedule for Professional/Management/Administrative Employees paid on an annual basis:

| <u>Range Scale Number</u> | <u>Minimums</u> | <u>Maximums</u> |
|---------------------------|-----------------|-----------------|
| 1                         | \$ 1            | \$ 11,444       |
| 2                         | \$ 3,522        | 16,282          |
| 3                         | \$ 7,043        | 21,656          |
| 4                         | \$ 10,563       | 26,010          |
| 5                         | \$ 14,084       | 37,088          |
| 6                         | \$ 17,606       | 43,208          |
| 7                         | \$ 21,128       | 49,451          |
| 8                         | \$ 24,649       | 55,571          |
| 9                         | \$ 28,170       | 61,751          |
| 10                        | \$ 31,691       | 78,030          |
| 11                        | \$ 35,212       | 78,338          |
| 12                        | \$ 38,000       | 80,786          |
| 13                        | \$ 42,254       | 83,232          |
| 14                        | \$ 45,000       | 90,002          |
| 15                        | \$ 49,298       | 97,922          |
| 16                        | \$ 50,000       | <u>115,000</u>  |
| 17                        | \$ 56,339       | 120,686         |
| 18                        | \$ 59,848       | 130,560         |
| 19                        | \$ 63,382       | 132,600         |
| 20                        | \$ 66,903       | 134,643         |
| 21                        | \$85,000        | 183,600         |

- I. Any non-union Borough employees will be paid according to the annual salary resolution adopted by the Mayor and Council.
- J. Employees in the Department of Public Works and the Water and Sewer Department, paid on an hourly basis, shall be paid as set forth in the adopted collective bargaining agreement.
- K. Employees in the Teamsters IBW 64 Bargaining Unit shall be paid as set forth in the adopted collective bargaining agreement.
- L. The Compensation Schedule for employees in the CWA Library Bargaining Unit shall be paid as set forth in the adopted collective bargaining agreement.
- M. Police Department:
  - 1. Superior Officers shall be paid according to the adopted collective bargaining agreement.
  - 2. Sergeants and Police Officers shall be paid according to the adopted collective bargaining agreement.
- N. Fire Department:
  - 1. Employees in the Fire Department shall consist of the following titles. The range scales refer to compensation range limits as set forth herein:

| <u>Range Scale</u> | <u>Position</u>                                |
|--------------------|--|
| H-4                | Part-time Firefighter, paid on an hourly basis |

Introduced on first reading  
by title: July 21, 2020

ADOPTED:  
ATTEST:

APPROVED:

\_\_\_\_\_  
Joan Hullings  
Borough Clerk

\_\_\_\_\_  
Gayle Brill Mittler  
Mayor

Latest update 6/12/18; 12/3/19; 2/4/20;

BOROUGH OF HIGHLAND PARK  
NO. 7-20-200

RESOLUTION TO APPROVE RELEASE OF FOUND PROPERTY

RESOLUTION: Public Safety Committee

WHEREAS, there is a need to turn over found cash to the Municipal Treasurer as per the Middlesex County Prosecutor's Office policy; and

WHEREAS, the owner of the found cash came to retrieve his found wallet; and

WHEREAS, the owner, Kiian S. Bell, 2102 Birchwood Court, North Brunswick, NJ 08902 is due \$142.00;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Finance Department is hereby authorized to process refund of \$142.00 to Kiian S. Bell.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Police Department and Finance Department forthwith.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim            |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
No. 7-20-201

RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk be and is hereby authorized and directed to notify the Borough Finance Director that since the adoption of a resolution on January 7, 2020 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an annual basis, there have been the following changes, to wit:

RICHARD ABRAMS, Police Chief, at an annual salary of \$168,300.00, effective April 17, 2020.  
MOHAB HANNOUT, Police Sergeant, at annual salary of \$129,327,000.00, effective July 1, 2020.  
DAVID SODEN, Police Sergeant, at annual salary of \$129,327,000.00, effective July 1, 2020.  
LOUIS MIDDLETON, Police Officer, at annual salary of \$44,449.00, effective June 26, 2020.  
\_\_\_\_\_, Councilperson, at an annual salary of \$4,239.00, effective July 21, 2020.

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk be and is hereby authorized and directed to notify the Borough Finance Director that since the adoption of a resolution on January 7, 2020 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an hourly basis, there have been the following changes, to wit:

DAVID BALDWIN, Senior Laborer, at an hourly rate of \$22.95, effective July 1, 2020.  
DAVE LUXENBERG, Camp Director, at an hourly rate of \$25.00, effective July 6, 2020.  
JOSEPH DIETZ, Camp Health Director, at an hourly rate of \$20.00, effective July 6, 2020.  
LINDSAY BLEVINS, Head Counselor, at an hourly rate of \$19.00, effective July 6, 2020.  
NICOLE PARHAM, Head Counselor, at an hourly rate of \$19.00, effective July 6, 2020.  
TIM STARK, Head Counselor, at an hourly rate of \$19.00, effective July 6, 2020.  
KATIE VOLPERT, Counselor, at an hourly rate of \$16.00, effective July 6, 2020.  
STEVE CONNORS, Head Counselor, at an hourly are of \$19.00, effective July 16, 2020.  
KEITH ROIG, Head Counselor, at an hourly are of \$19.00, effective July 16, 2020.  
ASHLEY SOSA, Head Counselor, at an hourly are of \$19.00, effective July 16, 2020.  
VICKI ZARA, Head Counselor, at an hourly are of \$19.00, effective July 16, 2020.  
EVAN FARMER RODGERS, Head Counselor, at an hourly are of \$19.00, effective July 16, 2020.  
COLM SULLY, Head Counselor, at an hourly rate of \$19.00, effective July 16, 2020.  
AKUA ASAMOAH, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
KEVIN LIN, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
KAYLA ROIG, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
MACKENZIE VOLPERT, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
OLIVIA WEAVER, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
KAYLEIGH WHARTON, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
ILLYSSA ROIG, Counselor, at an hourly are of \$16.00, effective July 16, 2020.  
MICHAEL LANDIS, Jr. Counselor, at an hourly rate of \$12.00, effective July 16, 2020.  
GIA SCALETTI, Jr. Counselor, at an hourly rate of \$12.00, effective July 16, 2020.  
TYLER TRINH, Jr. Counselor, at an hourly rate of \$12.00, effective July 16, 2020.  
OZ DUNCAN, Jr. Counselor, at an hourly rate of \$12.00, effective July 16, 2020.

BE IT FURTHER RESOLVED that the Finance Director be and is hereby directed to make the necessary changes in the payroll records of the Finance Department in accordance with the changes established by this resolution.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk



I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
No. 7-20-202

RESOLUTION TO AUTHORIZE PURCHASE OF LEAF BAGS

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Highland Park Department of Public Works has a need to purchase leaf bags; and

WHEREAS, the Borough desires to purchase 19,800 leaf bags; and

WHEREAS, quotes for said purchase were received from the following, to wit:

| <u>NAME</u>           |    | <u>PRICE</u> |
|-----------------------|----|--------------|
| Pabco Industries, LLC | \$ | 9,222.84     |
| Uline                 | \$ | 13,200.00    |
| Grainger              | \$ | 24,156.00    |

WHEREAS, the Recycling Coordinator has recommended the purchase of said leaf bags from Pabco Industries, LLC at an amount not to exceed \$9,222.84; and

WHEREAS, funds are available for this purpose in Account No. 0-01-42-402-235 in the amount of \$9,222.84, as reflected by the certification of funds available by the Chief Financial Officer, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Superintendent of Public Works and Public Utilities is hereby authorized and directed to purchase of leaf bags from Pabco Industries, LLC, for a total price of \$9,222.84 and

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Superintendent of Public Works and Public Utilities and the Finance Department forthwith.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

| RECORD OF COUNCIL VOTES |      |      |         |        |
|-------------------------|------|------|---------|--------|
| Council Member          | Ayes | Nays | Abstain | Absent |
| Fine                    |      |      |         |        |
| Foster-Dublin           |      |      |         |        |
| George                  |      |      |         |        |
| Hale                    |      |      |         |        |
| Kim-Chohan              |      |      |         |        |

|  |
|--|
| VERIFIED AND ENCUMBERED AS TO:<br>AVAILABILITY OF FUNDS \$9,222.84<br>ACCOUNT NO. 0-01-42-402-235<br>P.O. NO.<br>BY: <i>Lou Majeshki</i><br>FINANCE DIRECTOR |
|--|



Frank Troy <ftroy@hpboro.com>

**Re: LEAF BAGS**

1 message

Todd Sherman <tsherman@pabco.com>  
To: Frank Troy <ftroy@hpboro.com>

Tue, May 26, 2020 at 10:45 AM

Frank,

Per my conversation, The quote below would be contingent on me securing an order from other township(s) to combine the orders together for a combined print/production run of at least 72,000 bags.

Paper Leaf Bags with NO Township/Municipal name but printed on one side with just the following:

"LEAVES ONLY  
NO GRASS, STICKS, TRASH, ETC"

Green Ink

Packed 10 tri-folded bags/pack @ 5 packs per master bdl (50 bags)  
36 bundles per pallet (1,800 bags)

Quote 1:

19,800 bags (11 pallets/396bdls) \*\*Must purchase in full pallet increments\*\*  
\$23.29/bdl / \$9,222.84 total delivered

Quote 2:

26,200 bags (14 pallets/504bdls) \*\*Must purchase in full pallet increments\*\*  
\$23.29/bdl / \$11,738.16

Todd Sherman  
Pabco Industries, LLC  
PH: (973) 242-2200  
FAX: (973) 242-1044

On Tue, May 12, 2020 at 12:51 PM Frank Troy <ftroy@hpboro.com> wrote:  
Todd,

Highland Park would like pricing for 20,000 and 25,000 bags, with the "Leaves Only" imprint. I understand that the need would be for other communities to also order to produce a truckload.

Thank you.

On Wed, Apr 22, 2020 at 12:55 PM Todd Sherman <tsherman@pabco.com> wrote:  
Frank,

Min for Imprint is 72,000 bags (Full Truckload), Mill raised minimums last year since there is too much waste on the smaller runs, which used to be 36,000 bags min. No mill anymore will imprint less than a full truckload. I can quote you on plain bags since those are stock.

If you did not need bags until the Fall, another possibility is to do what I did last year with townships who used to purchase printed bags under a truckload. I had created a generic "Leaves Only" print and had quoted towns contingent on me receiving orders from other town(s) to group together to hit the min of 1 truckload. Then ran that production and shipped.

Todd Sherman  
Pabco Industries, LLC  
PH: (973) 242-2200  
FAX: (973) 242-1044

BOROUGH OF HIGHLAND PARK  
NO. 7-20-203

RESOLUTION TO APPOINT HOUSING AUTHORITY MEMBERS

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following shall be and are hereby appointed to serve as members of the Highland Park Housing Authority for a term to expire as indicated:

Jason Postelnik September 1, 2021

Raysa Martinez-Kruger September 1, 2026

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-204

RESOLUTION TO CANCEL OUTSTANDING BAIL ACCOUNT CHECKS

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Municipal Court Administrator, Tracey Horan, shall be and is hereby authorized and directed to draft a check in the amount of \$123.00 made payable to the Borough of Highland Park as unanticipated revenue from outstanding checks on the Bail Account. Said check is to be forwarded to Lori Majeski, Chief Financial Officer, who will process the check accordingly.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Finance Director and Municipal Court Administrator forthwith.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
|                |      |      |         |        |

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

BOROUGH OF HIGHLAND PARK  
NO. 7-20-205

RESOLUTION TO CANCEL OUTSTANDING GENERAL ACCOUNT CHECKS

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Municipal Court Administrator, Tracey Horan, shall be and is hereby authorized and directed to draft a check in the amount of \$113.00 made payable to the Borough of Highland Park as unanticipated revenue from outstanding checks on the General Account. Said check is to be forwarded to Lori Majeski, Chief Financial Officer, who will process the check accordingly.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Finance Director and Municipal Court Administrator forthwith.

ADOPTED: July 21, 2020

ATTEST:

Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
No. 7-20-206

APPROVAL TO SUBMIT A GRANT APPLICATION AND EXECUTE A GRANT  
AGREEMENT CONTRACT WITH THE NEW JERSEY DEPARTMENT  
OF TRANSPORTATION FOR THE 2021 ROADWAY IMPROVEMENTS PROJECT

RESOLUTION: Public Works and Public Utilities Committee

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Highland Park formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and the Clerk are hereby authorized to submit an electronic grant application identified as MA-2021-2021 Roadway Improvements-00592 to the New Jersey Department of Transportation on behalf of the Borough of Highland Park.

BE IT FURTHER RESOLVED that Mayor and the Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Highland Park and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

ADOPTED: July 21, 2020

ATTEST:

---

Jennifer Santiago, DEPUTY CLERK

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

---

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-207

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE  
FISCAL GRANT CYCLE JULY 2020 – JUNE 2025

RESOLUTION: Council as a Whole

WHEREAS, THE Governor's Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages' and therefore has an established Municipal Alliance Committee; and

WHEREAS, the Borough Council of the Borough of Highland Park further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and

WHEREAS, the Borough Council of the Borough of Highland Park has applied for funding to the Governor's Council on Alcoholism and Drug Abuse through the County of Middlesex; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey hereby recognizes the following:

1. The Borough Council of the Borough of Highland Park does hereby authorize submission of a strategic plan for the Highland Park Municipal Alliance grant for fiscal year 2021 in the amount of:

|                       |                    |
|-----------------------|--------------------|
| DEDR                  | \$ 5,838.00        |
| Cash Match            | \$ 1,459.50        |
| In-Kind               | <u>\$ 4,378.50</u> |
| Total Alliance Budget | \$11,676.00        |

2. The Borough Council of the Borough of Highland Park acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: \_\_\_\_\_  
Gayle Brill Mittler, Mayor

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of resolution duly authorized by the Borough Council of the Borough of Highland Park on this 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |



BOROUGH OF HIGHLAND PARK  
NO. 7-20-208

RESOLUTION TO EXECUTE PROFESSIONAL SERVICES AGREEMENT  
WITH GABEL ASSOCIATES FOR RENEWABLE GOVERNMENT  
ENERGY AGGREGATION CONSULTING

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, "The Electric Discount and Energy Competition Act," P.L. 1999, c. 23 ("EDECA") authorizes the New Jersey School Boards' Association ("NJSBA" or "Lead Agency") to obtain electricity and other energy-related services for local boards of education and municipalities; and

WHEREAS, NJSBA has formed the Alliance for a Competitive Energy Services, hereinafter referred to as "ACES," a Cooperative Pricing System (E88-01-ACESCPS) to effectively obtain electricity and other energy-related services for its members; and

WHEREAS, N.J.S.A. 40a:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, ACES, has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities and counties; and

WHEREAS, the Borough of Highland Park ("Participant") is a current participant in the ACES Cooperative Pricing System;

WHEREAS, NJSBA and the New Jersey Association of School Administrators ("NJASA") has created, and is also offering, the ACESplus Program, which is designed to assist participating government entities with the evaluation and implementation of certain energy related programs;

WHEREAS, as a member of ACES, Highland Park desires to participate in the ACESplus Program for the purpose of developing and implementing a Government Energy Aggregation Program (48:3-93.1 et seq); and,

WHEREAS, the Lead Agency, via its professional energy consultant Gabel Associates, selected via competitive contracting, will work with the Participant to evaluate and implement a GEA Program in accordance with the requirements of the Public School Contracts Law (N.J.S.A. 18A:18A 4.6 and 4.1), EDECA and the Proposal attached hereto as Exhibit A (the "Proposal");

WHEREAS, the NJSBA, as the Lead Agency, via its professional energy consultant Gabel Associates, will work with the Participant to evaluate, develop and administer an RFP process for energy related services and provide related services all in accordance with the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-4.6 & 4.1), EDECA and the Gabel Associates' proposal on file with the Borough Clerk and which is available for inspection during regular Borough business hours.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, as follows:

1. This resolution shall be known and may be cited as the "ACES Cooperative Pricing and ACESplus Program Resolution for GEA of the Borough of Highland Park."
2. Highland Park binds itself to NJSBA as the Lead Agency to provide GEA services under the ACESplus Program;

- 3. Pursuant to the provisions of N.J.S.A. 40A:11-10(b), the Mayor and Clerk of the Borough of Highland Park are hereby authorized and directed to use the ACES Cooperative Pricing System Agreement and accept and execute the Proposal from Gabel Associates on file in the Office of the Borough Clerk.
- 4. Teri Jover, Administrator, or her designee is hereby authorized and directed to work with the Lead Agency, via its professional energy consultant Gabel Associates for the Participant under the ACESplus Program, as authorized by, and in accordance with the requirements of, the Local Public Contracts Law (N.J.S.A. 40A:11-4.6 and 4.1), EDECA and the Proposal.
- 5. The New Jersey School Boards Association, through ACES and its professional energy consultant, shall be responsible for complying with the "Local Public Contracts Law," N.J.S.A. 40A:11-1.1 et seq. and all other applicable laws in connection with the preparation, bidding, negotiation and execution of contracts in connection with the ACES Cooperative Pricing System and the ACESplus Program.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |

**AGREEMENT BY AND BETWEEN  
BOROUGH OF HIGHLAND PARK, NJ  
AND  
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2020 (Effective Date) by and between the Borough of Highland Park in Middlesex County, New Jersey (“Highland Park” or “Borough”), a body politic and corporate of the State of New Jersey, with principal offices located at 221 South 5th Ave, Highland Park, NJ 08904, and Gabel Associates, Inc. (“Gabel Associates” or “Consultant”) having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

**WITNESSETH:**

WHEREAS, Highland Park has designated Gabel Associates as a provider of energy agent and energy consulting services to be utilized by Highland Park in connection with the development and administration of energy procurement processes for a Government Energy Aggregation (“GEA”) program, more specifically, a Renewable Government Energy Aggregation (“R-GEA”) program; and

WHEREAS, Gabel Associates is willing and able to provide the required services (with such services outlined fully below); now, therefore,

IN CONSIDERATION of the mutual promises contained herein, Highland Park and the Consultant agree as follows:

**1. TERM**

The term of this Agreement shall be for the period commencing upon the Effective Date of this Agreement and continuing until the expiration of the third-party electricity supply contracts(s) entered into by Highland Park pursuant to the R-GEA or two years, whichever is longer. The term of this Agreement may be extended upon mutual agreement between Highland Park and Consultant, for a period of up to an additional two years, as permitted by law.

## 2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Gabel Associates, that are the subject of this Agreement are as follows. Such Services shall be undertaken pursuant to direction from Highland Park or its project manager employees.

These services relate to Highland Park's Renewable Government Energy Aggregation Services ("R-GEA") program for the purchase of electricity, including renewable energy attributes, for the Borough's residents. Highland Park is serving as Lead Agent of the Borough's R-GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. An R-GEA program is a GEA program that includes an additional element of renewable energy in the power supply. Such a program is not a standard energy procurement process but requires the involvement of residents, the local government, the Board of Public Utilities (BPU), regulators and Third Party Suppliers (TPS).

### 1. PUBLIC OUTREACH TO RESIDENTIAL CUSTOMERS

- a. Work with Highland Park to set up and advertise public discussion forums on R-GEA
- b. Attend Council meetings as necessary and directed to present and discuss the concept of R-GEA with residents, the scheduling of said meetings to be coordinated with Borough officials
- c. Develop other avenues for communication with residents of Highland Park through the Borough websites, the municipal newsletters, and other forms of communication
- d. Develop other documents such as a "Frequently Asked Questions" page for upload to the Borough website and handouts to be available at town hall meetings or distributed at local events
- e. Meet with Highland Park representatives to decide how to time electric procurement bids
- f. Work with Highland Park and its counsel to prepare necessary resolution/ordinance(s), including drafting of such documents and other documents as may be necessary to implement R-GEA

### 2. CONTACTS WITH BPU AND REGULATED UTILITY

- a. Work with BPU, if necessary, to obtain its approval of an Electric Distribution Company ("EDC") Agreement with Public Service Electric and Gas (hereinafter referred to as the "EDC") if necessary, and Form Notices to Customers
- b. Work with the EDC and municipal counsel to execute the standard EDC aggregation Agreement, if necessary, to implement a R-GEA program

- c. Meet with the EDC to obtain its support for the requirement to supply data and discuss modalities of transfer, including the handling of confidential customer information
  - d. Work with the BPU to obtain any other approvals that may be required by the BPU
3. DATA COLLECTION
- a. Obtain account and other needed data information to include in the bid package
4. CONTACTS WITH TPS AND LIST OF POTENTIAL SUPPLIERS
- a. Prepare list of potential viable suppliers
  - b. Communicate with New Jersey Licensed Third Party Suppliers ("TPSs") about the upcoming bid, documents and related processes and encourage their participation
5. DEVELOPMENT OF BID SPECIFICATIONS AND CONTRACT
- a. Prepare a RFP consistent with the BPU Rules, the Local Public Contracts Law (as applicable) and Highland Park R-GEA program-specific details
  - b. Discuss with the Borough and obtain approval by Highland Park and its counsel of RFP content, including but not limited to:
    - i. Length(s) of contract
    - ii. Terms and conditions of contract
    - iii. Expected savings for participants
    - iv. Design and implementation of renewable energy content, product design and verification protocol
    - v. Scoping of and sustainability-related value-added services, if applicable
    - vi. Development of proposal evaluation criteria
  - c. Present the RFP draft to the BPU and the Division of Rate Counsel for comments, if necessary or appropriate as determined by Highland Park and its counsel
  - d. Discuss with Highland Park and its counsel suggestions by BPU and Division of Rate Counsel and eventual implementation
  - e. Obtain approval of RFP by Highland Park and its counsel
  - f. Prepare a master performance contract following BPU guidelines and Local Public Contracts Law requirements
  - g. Present the contract draft to the BPU and the Division of Rate Counsel for comments, if necessary
  - h. Obtain approval of preliminary contract by Highland Park and authorization to implement, if accepted
6. ADMINISTRATION OF BID PROCESS
- a. Make licensed suppliers aware of the bid
  - b. Prepare responses to all vendor questions and any necessary addenda
  - c. After review and approval by Highland Park and its counsel, distribute the responses and addenda to all suppliers

- d. Review and provide ranking of supplier qualifications to provide requested R-GEA services
- e. Consistent with the Local Public Contracts Law and Department of Community Affairs' requirements, establish a bidding procedure that maximizes the likelihood of receiving beneficial bids
- f. Analyze bid responses
- g. Prepare a Report for Highland Park providing evaluation of qualifications, analysis of bid, and recommendations for contract award
- h. Facilitate finalization and execution of contract between Highland Park and selected supplier

7. IMPLEMENTATION OF R-GEA

- a. Coordinate with Highland Park and the selected supplier to prepare written notice to residential accounts and opt-out forms for the implementation of a R-GEA
- b. Obtain from the EDC a list of residential accounts and service addresses that have not already signed up with a TPS; assist in review and edit of customer list to assure consistency with municipal boundaries
- c. Coordinate printing and mailing of R-GEA notice to residential customer list (such printing and mailing to be undertaken by the winning supplier) obtained from EDC
- d. Coordinate tallying of "Opt-out" notices
- e. Transfer of list of residential accounts to designated TPS
- f. Verify change of supplier
- g. Set up program-specific contact name, toll-free telephone number and email address for customer inquiries
- h. Respond to incoming telephone and email inquiries from residents regarding the Borough's R-GEA program

8. ENERGY ADVISORY SERVICES

- a. Perform ongoing market monitoring and advisory services

9. CLIENT RELATIONSHIP

- a. Meet with Highland Park during the bid process as well as after the award is made.
- b. Monitor selected supplier performance; handle customer inquiries that cannot be resolved by supplier; respond to inquiries and requests for information from Highland Park; obtain necessary program performance information from supplier(s)

3. COMPENSATION

For all Services pursuant to Section 2 rendered by Gabel Associates as Consultant, Gabel Associates shall be paid by the winning supplier(s), with no out-of-pocket consulting services payments to be made by the Borough. The Request for Proposals for Electric Supply Service shall require that Price Proposals include an energy agent fee of \$0.00085 per kilowatt hour payable by the winning supplier(s).

The suppliers shall include this agent fee in their price proposals and the winning supplier will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning supplier would remit payment of the collected energy agent fees to Gabel Associates on a monthly basis. No energy agent fees will be collected by Gabel Associates unless and until a successful bid is conducted and a resultant power supply contract is awarded by Highland Park to a third-party supplier to service the Borough's R-GEA program.

Certain expenses are required in order to implement a R-GEA which are not included in the energy agent fee. These expenses include the cost of a mailing that will be sent after a winning supplier is chosen and will contain pricing and opt-out provisions. Publication and mailing costs for this mailer to residents will be the responsibility of the selected supplier.

Additionally, the implementation of the R-GEA may result in some out-of-pocket expenses directly related to the R-GEA program that are not covered by the energy agent fee but which, if incurred by the Borough, are recoverable from the selected supplier pursuant to N.J.A.C. 14:4-6.8(d). Such expenses include:

- a. Fees by the local EDC, if any, to supply the needed information on identity and electricity usage of residential accounts participating in the R-GEA (note: as of the date of this Agreement no such fees have been imposed by the EDC on GEA or R-GEA programs).
- b. Out-of-pocket expenses incurred by Highland Park, including legal/professional fees associated with the R-GEA.

Any such direct expenses related to these activities that are incurred by Highland Park shall be recoverable from the winning supplier, pursuant to N.J.A.C. 14:4-6.8(d).

#### **4. STANDARD OF CARE**

The Consultant shall comply with the standard of care attributable to the professions utilized in performing the services detailed herein and shall perform in accordance with the terms and conditions of this agreement. The Consultant agrees that all documents prepared, and all specifications provided, shall meet the requirements outlined by Highland Park and shall comply with all applicable laws, codes and standards applicable to R-GEA programs.

#### **5. INSURANCE**

Prior to commencing work, the Consultant shall furnish Highland Park with a Certificate of Insurance as evidence that it has procured the following insurance coverage:

- a. Professional Liability
  - a. \$ 2,000,000.00
- b. Workers Compensation and Employer's Liability
  - a. \$ 1,000,000.00
- c. General Liability
  - a. \$2,000,000.00
- d. Auto Liability
  - a. \$1,000,000.00 (combined single limit) each accident hired autos, non-owned autos. Gabel Associates, Inc. does not own any automobiles.
- e. Highland Park is to be listed as Additional Insured with respect to the General
  - a. Liability policy
- f. Highland Park must be provided a ten (10) day unfettered notice of cancellation, non-renewal or change in insurance coverage

#### **6. INDEMNIFICATION**

Consultant shall defend, indemnify and hold harmless Highland Park, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Consultant's negligent acts in connection with this Agreement.



Gabel Associates is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Gabel Associates are based on its professional judgment and do not constitute a guarantee. In no event shall Highland Park or Gabel Associates be responsible for any special, indirect or consequential damages arising under or in connection with the services provided pursuant to this agreement.

#### **7. TERMINATION**

Highland Park may terminate this agreement for cause upon twenty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially breaches any terms of this agreement and does not, within the twenty (30) days written notice period, take reasonable steps to cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

#### **8. GOVERNING LAW**

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

#### **9. MISCELLANEOUS**

The following miscellaneous provisions shall apply to this agreement:

a. **Modification.**

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. **Headings.**

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this contract.

c. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

d. Entire Agreement.

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

e. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without the prior written approval of Highland Park.

f. Certification Regarding Debarment.

The Consultant shall complete the Certification Regarding the Debarment, Suspension, Ineligibility and Voluntary Exclusions- Lower Tier Covered Transactions. A copy of said Certification shall be attached to this agreement.

g. Affirmative Action.

The affirmative action provisions set forth in the documents attached hereto and incorporated herein and made a part hereof (Exhibit A).

h. Americans with Disabilities Act.

The Americans with Disabilities Act provisions as set forth in the documents attached hereto are incorporated herein and made a part hereof.

i. Waiver.

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

j. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, or assigns.

k. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with the provisions of the "Business Registration and Sales and Use Tax Requirements" attached hereto and incorporated herein and made a part hereof (Exhibit B).

l. Political Contributions.

Consultant agrees to comply with the provisions of the "Political Contributions Requirements" attached hereto and incorporated herein and made a part hereof (Exhibit C).

M. Qualifications.

Consultant represents that it possesses all of the licenses and registrations, if any, required by the State of New Jersey to perform the services set forth in this Agreement and that it will maintain such licenses during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

**HIGHLAND PARK**

\_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

**GABEL ASSOCIATES INC**

\_\_\_\_\_  
NAME: Robert S. Chilton  
TITLE: Executive Vice-President  
DATE: \_\_\_\_\_

**BOROUGH OF HIGHLAND PARK  
NO. 7-20-209**

**RESOLUTION IN SUPPORT OF APPLICATION TO COUNTY OPEN SPACE &  
RECREATION TRUST FOR IMPROVEMENTS TO BOROUGH RECREATION COMPLEX**

RESOLUTION: Administrative Committee

WHEREAS, the Borough has an extremely limited amount of land that can be used for recreation; and

WHEREAS, the recreation complex between North Fourth and Fifth Avenues is heavily used by residents and visitors; and

WHEREAS, the track, playground and turf field at the recreation complex are in need of extensive repairs to make them safe and accessible for children and adults of all ages; and

WHEREAS, the Borough Engineer has estimated the construction costs to be \$1,763,839.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor is hereby authorized and directed to submit a funding request to the Middlesex County Open Space Recreation Trust Fund for at least 50 percent of the total project costs related to improvements at the recreation complex.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the .

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
|                |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-210

RESOLUTION AUTHORIZING ISSUANCE OF RFP FOR  
EMERGENCY WATER & SEWER REPAIRS

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, it is necessary to perform emergency water & sewer repairs in the Borough of Highland Park;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Department of Public Works shall be and is hereby authorized and directed to seek RFP's for Emergency Water & Sewer Repairs;

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
|                |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-211

RESOLUTION AUTHORIZING APPROVAL OF BILLS LIST

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that all claims presented prior to this meeting as shown on a detailed list prepared by the Borough Treasurer, and which have been submitted and approved in accordance with Highland Park Ordinance No. 1004, shall be and the same are hereby approved; and

BE IT FURTHER RESOLVED that the Borough Clerk shall include in the minutes of this meeting a statement as to all such claims approved as shown in a Bills List Journal in accordance with said Ordinance.

The bills approved for payment at this meeting, Bills List 7/21/2020 can be found in the Bills List Journal Book No. 40.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
| I              |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-212

REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION  
2020 MIDDLESEX COUNTY CODE BLUE GRANT

RESOLUTION: Finance Committee

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2020 budget in the sum of \$20,000.00, which is now available from the County of Middlesex for the Code Blue Grant, and

BE IT FURTHER RESOLVED, that the like sum of \$20,000.00 is hereby appropriated under the caption of NJEDA Hazardous Discharge Site Remediation Grant.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
| I              |      |      |         |        |



BOROUGH OF HIGHLAND PARK  
NO. 7-20-213

REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION  
HAZARDOUS DISCHARGE SITE REMEDIATION FUND GRANT

RESOLUTION: Finance Committee

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2020 budget in the sum of \$20,036.58, which is now available from the New Jersey Economic Development Authority for the Hazardous Discharge Site Remediation Grant, and

BE IT FURTHER RESOLVED, that the like sum of \$20,036.58 is hereby appropriated under the caption of NJEDA Hazardous Discharge Site Remediation Grant.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
| I              |      |      |         |        |

BOROUGH OF HIGHLAND PARK  
NO. 7-20-214

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY, DESIGNATING 433 CLEVELAND AVENUE LLC AS REDEVELOPER FOR 433 CLEVELAND AVENUE, AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RESPECT TO SAME PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.*

RESOLUTION: Economic Development and Planning Committee

**WHEREAS**, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the "**Borough**") is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (the "**Redevelopment Law**") to determine whether certain parcels of land within the Borough constitute an area in need of redevelopment; and

**WHEREAS**, by Ordinance No. 16-1921, adopted on December 20, 2016, the Borough Council of the Borough (the "**Borough Council**") designated the entirety of the area within the municipal boundaries of the Borough, including the property commonly known as 433 Cleveland Avenue and identified as Block 153, Lots 15, 17, 18 and 19, Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough (the "**Property**"), an "area in need of redevelopment"; and

**WHEREAS**, on March 17, 2020, the Borough Council adopted an ordinance adopting the "*433 Cleveland Avenue Redevelopment Plan*" dated January 23, 2020 and prepared by LRK Inc. (the "**Redevelopment Plan**") for the Property; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-4, the Borough has determined to act as the "redevelopment entity" (as such term is defined in the Redevelopment Law at N.J.S.A. 40A:12A-3) for the Property, to exercise the powers contained in the Redevelopment Law to facilitate the redevelopment of the Borough's downtown core; and

**WHEREAS**, 433 Cleveland Avenue LLC (the "**Redeveloper**") is the fee simple owner of the Property and seeks to be designated as the "redeveloper" (as defined in the Redevelopment Law) of same, so as to redevelop the Property in accordance with the terms of the Redevelopment Plan and the Redevelopment Law; and

**WHEREAS**, the Redeveloper proposes to redevelop the Property by constructing: (a) an approximately 78,500 sf girls school and related facilities on property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough, (b) a parking lot on property identified as Block 153, Lots 17, 18 and 19 on the official tax map of the Borough (together (a) and (b), the "**School**"), (c) a building on property identified as Block 153, Lot 15 on the official tax map of the Borough as permitted by the Redevelopment Plan (the "**Lot 15 Project**") and (d) the Infrastructure Improvements, as defined in the proposed redevelopment agreement attached hereto as *Exhibit A* (the "**Redevelopment Agreement**") (together, the School, the Lot 15 Project and the Infrastructure Improvements are the "**Project**"); and

**WHEREAS**, the Borough has determined that the Redeveloper possesses the proper qualifications, financial resources and capacity to implement and complete the Project in accordance with the Redevelopment Plan, and all other applicable laws, ordinances and regulations; and

**WHEREAS**, in order to effectuate the Redevelopment Plan and the Project, the Borough has determined to enter into the Redevelopment Agreement with the Redeveloper, which establishes Redeveloper as the “redeveloper” of the Project, as that term is defined in the Redevelopment Law, and which specifies the respective rights and responsibilities of the Borough and the Redeveloper with respect to the Project,

**NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HIGHLAND PARK AS FOLLOWS:**

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. 433 Cleveland Avenue LLC is hereby designated as the Redeveloper for the Project in accordance with the Redevelopment Law.

Section 3. The Mayor is authorized to execute the Redevelopment Agreement attached hereto as *Exhibit A*, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

Section 4. This Resolution shall take effect immediately.

ADOPTED: July 21, 2020

ATTEST:

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

\_\_\_\_\_  
Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
|                |      |      |         |        |

**EXHIBIT A**

**Redevelopment Agreement**

**REDEVELOPMENT AGREEMENT**

**By and Between**

**BOROUGH OF HIGHLAND PARK**

**As Redevelopment Entity**

**and**

**433 Cleveland Avenue, LLC  
A Limited Liability Company**

**As Redeveloper**

**REDEVELOPMENT AGREEMENT** (the "**Redevelopment Agreement**" or "**Agreement**"), dated as of July \_\_, 2020, by and between:

**BOROUGH OF HIGHLAND PARK**, a public body corporate and politic of the State of New Jersey, with offices at 221 South 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904, and its successors and assigns (the "**Borough**"), and

**433 CLEVELAND AVENUE, LLC**, a limited liability company formed under the laws of the State of New Jersey, with offices located at 4A Cedarbrook Drive Cranbury, New Jersey, and its successors and assigns ("**Redeveloper**", together with the Borough, the "**Parties**" and each a "**Party**").

**WITNESSETH:**

**WHEREAS**, pursuant to Ordinance No. 16-1921 adopted on December 20, 2016, the Borough Council of the Borough (the "**Borough Council**"), pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the "**Redevelopment Law**"), designated the entire area of Highland Park, including the entirety of the area within the municipal boundaries of the Borough identified as Block 153, Lots 15, 17, 18 and 19, Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough (the "**Property**") as "an area in need of rehabilitation"; and

**WHEREAS**, on March 17, 2020, the Borough Council adopted an ordinance adopting the "*433 Cleveland Avenue Redevelopment Plan*" dated January 23, 2020 and prepared by LRK Inc. (the "**Redevelopment Plan**") for the Property; and

**WHEREAS**, the Redeveloper is the fee simple owner of the Property; and

**WHEREAS**, the Redeveloper proposes to redevelop the Property by constructing: (a) an approximately 78,500 square foot girls school and related facilities on property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough; (b) a parking lot on property identified as Block 153, Lots 17, 18 and 19 on the official tax map of the Borough (together (a) and (b), the "**School**"); (c) a building on property identified as Block 153, Lot 15 on the official tax map of the Borough as permitted by the Redevelopment Plan (the "**Lot 15 Project**"); and (d) the Infrastructure Improvements, as defined herein (together, the School, the Lot 15 Project and the Infrastructure Improvements are the "**Project**"); and

**WHEREAS**, the Borough has determined that the Redeveloper is capable of undertaking the redevelopment of the Property and on July \_\_, 2020 adopted a resolution approving this Redevelopment Agreement and authorizing the execution thereof; and

**WHEREAS**, the Parties have determined to execute this Redevelopment Agreement in order to set forth the terms and conditions under which the Parties shall carry out their respective

obligations with respect to the redevelopment of the Property, all in accordance with the Redevelopment Plan.

**NOW, THEREFORE**, for and in consideration of the mutual promises, representations, covenants and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant and agree as follows:

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATIONS**

SECTION 1.01. Definitions. In this Redevelopment Agreement, words that are capitalized, and which are not the first word of a sentence, are defined terms. The terms defined in the preambles hereto shall have the meanings assigned to such terms. Unless specifically provided otherwise or the context otherwise requires, the following terms when used in this Redevelopment Agreement shall mean:

“**Affiliate**” means with respect to the Redeveloper, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Redeveloper. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of voting securities or by contract or otherwise. “Affiliate” includes a nonprofit entity designated by the Redeveloper that will own or operate the school encompassed by the Project.

“**Applicable Law**” means any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority which, in any case, shall be enacted, adopted, promulgated, issued or enforced by any Governmental Authority, and/or court of competent jurisdiction that relates to or affects the Parties or either of them, the Property, the Project, or any portion thereof, the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights under this Redevelopment Agreement, including without limitation, the Municipal Land Use Law, and the Redevelopment Law.

“**Borough**” is defined in the preamble.

“**Borough Community Center**” means the facility located at 220 South 6<sup>th</sup> Avenue in Highland Park, New Jersey 08904.

“**Borough Costs**” is defined in Section 3.02.

“**Borough Council**” is defined in the Recitals.

“**Borough Event of Default**” means, with respect to the Borough, an Event of Default, as such term is defined in Section 11.01.

“**Certificate of Completion**” means a certificate issued by the Borough upon Completion of the Project, or portion thereof, pursuant to Section 9.02, in the form attached hereto as **Exhibit 1**.

“**Certificate of Occupancy**” means a Certificate of Occupancy (temporary or permanent), as such term is defined in the New Jersey Administrative Code, issued with respect to the Project.



**“Commence[ment of] Construction”** means the undertaking by the Redeveloper of any actual physical construction of any portion of the Project, including site preparation, environmental remediation, if any, construction of new structures or construction or upgrading of infrastructure.

**“Comple[t]e, [ed] or [ion]”** means with respect to the Project, or any portion thereof, that: (a) all work related to the Project, or a portion thereof, or any other work or actions to which such term is applied has been completed, acquired and/or installed in accordance with this Redevelopment Agreement and in compliance with Applicable Law so that (i) the Project, or any portion thereof that has been completed, as the case may be, may, in all respects, be used and operated under the applicable provisions of this Redevelopment Agreement, or (ii) with respect to any other work or action to which such term is applied, that the intended purpose of such work or action has been completed; (b) all permits, licenses and approvals that are required in order that a Certificate of Completion can be issued for the Project, or any portion thereof that have been completed, or such other work or action to which such term is applied are in full force and effect; and (c) such “Completion” has been evidenced by a written notice provided by the Redeveloper (with respect to the Project, or any portion thereof) in the form of Schedule 1 to the form of Certificate of Completion.

**“Completion Date”** is defined in Section 4.01.

**“Control”** (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to the Redeveloper, the power, directly or indirectly, to direct or cause the direction of the management policies of the Redeveloper, whether through the ownership of an interest in the Redeveloper, or by contract or otherwise.

**“Declaration”** is defined in Section 8.05.

**“Effective Date”** means the date on which this Redevelopment Agreement is executed by the last of the Parties to so execute same, or such other date as may be agreed to by the Parties.

**“Estoppel Certificate”** is defined in Section 4.08.

**“Event of Default”** is defined in Section 11.01.

**“Exhibit(s)”** means any exhibit attached hereto which shall be deemed to be a part of this Redevelopment Agreement as if set forth in full in the text hereof.

**“Force Majeure”** is defined in Section 11.02.

**“Governmental Approvals”** means all necessary reviews, consents, permits or other approvals of any kind legally required by any local, county, state or federal governmental or quasi-governmental entity to be obtained in order to construct the Project, including but not limited to the Planning Board of the Borough of Highland Park, the Middlesex County Planning Board, Soil Conservation District approval, TWA sewer construction permit, and water allocation permit.

**“Governmental Authority”** means the federal government, the State, any state or other political subdivision thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any other governmental entity with authority or jurisdiction over any part of the permitting, remediation, construction or operation of the Project or the Property, including without limitation, the Planning Board.

**“Holder(s)”** is defined in Section 12.01(a).

**“Infrastructure Improvements”** are set forth in Exhibit 2.

**“Lot 15 Project”** is defined in the Recitals.

**“Municipal Land Use Law”** means N.J.S.A. 40:55D-1 et seq., as amended and supplemented.

**“Parties”** is defined in the preamble.

**“Permitted Transfers”** is defined in Section 10.03.

**“Person”** means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company, trust, unincorporated association, institution, or any other entity.

**“Planning Board”** means the Planning Board of the Borough of Highland Park.

**“Progress Meetings”** is defined in Section 5.01.

**“Project”** is defined in the Recitals.

**“Project Team”** is defined in Section 8.03(b).

**“Property”** is defined in the Recitals.

**“Redeveloper”** is defined in the Preamble.

**“Redeveloper Covenants”** is defined in Section 8.04.

**“Redeveloper Event of Default”** means, with respect to the Redeveloper, an Event of Default as defined in Section 11.01.

**“Redevelopment Agreement”** or **“Agreement”** means this agreement.

**“Redevelopment Law”** is defined in the Recitals.

**“Redevelopment Plan”** is defined in the Recitals.

“**School**” is defined in the Recitals.

“**Site Plan**” means the Preliminary Site Plan or Final Site Plan, as applicable, depicting those aspects of the Project improvements required pursuant to the Borough’s site plan ordinance and pursuant to N.J.S.A. 40:55D-7.

“**State**” means the State of New Jersey.

“**Start Date**” is defined in Section 4.01.

“**Substantial Completion**” or “**Substantially Completed**” means that the requirements set forth in clauses (a) through (c), inclusive, of the definition of “Completion” have been satisfied, with the exception of certain immaterial portions of the work relating to the Project, or portion thereof, if applicable, that have been Completed, or such other work remains to be Completed as long as: (a) the Redeveloper, with respect to the Project, has prepared and delivered to the Borough a “punch list” of items requiring completion or correction in order for the Redeveloper to fully comply with the terms of this Redevelopment Agreement; (b) “punch list” items have been reasonably agreed to by the Borough; and (c) such “punch list” items are capable of being Completed within ninety (90) days of the date that Completion is certified, as set forth in the written notice provided under (c) of the definition of Completion, or such later date as is mutually acceptable to the Parties, as long as the public health, welfare or safety is not impaired by such additional time for Completion; and provided further however, that all such “punch list” items shall be Completed under all circumstances within (i) one hundred eighty (180) days following the date that Completion is certified, as provided above, with respect to the exterior of any buildings “Substantial Completion” shall be evidenced by issuance of a temporary Certificate of Occupancy for the Project, or any portion or phase thereof that has been Substantially Completed.

“**Term**” means that period of time from the Effective Date of this Redevelopment Agreement until the Borough issues the Certificate of Completion for the Project, or applicable portion thereof, or this Agreement is terminated, whichever is sooner.

“**Transfer**” is defined in Section 10.02.

“**Utilities**” means water, sanitary sewer and storm water facilities and natural gas, electricity, and voice and data transmission facilities.

SECTION 1.02. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Redevelopment Agreement, refer to this Redevelopment Agreement, and the term “hereafter” means after, and the term “heretofore” means before the date of delivery of this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by any Person or Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) Each right of the Borough to review or approve any actions, plans, specifications, or other obligations of the Redeveloper hereunder shall be made by the Borough official(s) with legal authority to conduct such review or grant such approvals. Any review contemplated by this Redevelopment Agreement shall be made in a timely manner. Upon request of the Redeveloper, the Borough shall inform the Redeveloper of all officials with the required authority.

(g) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time, which shall not be less than ten (10) days nor more than twenty (20) days, unless the context dictates otherwise.

(h) Unless otherwise indicated, any "fees and expenses" shall be required to be actual, out of pocket, customary and reasonable.

## ARTICLE II PROJECT

SECTION 2.01. Project. The overall development of the Property will include the Project to be constructed by the Redeveloper. The Project shall be constructed consistent with the Redevelopment Plan, as it may be amended from time to time, this Agreement, the Site Plan and all Applicable Laws.

SECTION 2.02. Bus Service. The Redeveloper shall coordinate school day start and end times with immediately surrounding schools in order to stagger impact on traffic in the area. The Redeveloper shall provide a bus routing plan as a component of its site plan application and shall notify the Borough of subsequent modifications in the bus routing plan. This Section 2.02 shall survive the expiration or termination of this Redevelopment Agreement and/or the issuance of a Certificate of Completion and shall run with the land and be referenced in the Declaration.

SECTION 2.03. Community Benefits. As a result of the Project the Borough community shall benefit from the following:

(a) Community Impact Contribution. For a period of ten (10) years, the Redeveloper shall make an annual community impact contribution of Twenty Thousand Dollars (\$20,000.00) (approximately equal to the municipal tax rate for the 2019 tax year applied to the assessed valuation for the 2019 tax year of property identified as Block 154, Lots 6.01, 10 and 11 and Block 191, Lots 6.01 and 6.02 on the official tax map of the Borough). The Redeveloper shall make the first annual payment on November 15 of the calendar year following the issuance of the Certificate of Completion. The Redeveloper shall make annual payments on or before November 15 of each of the subsequent nine (9) years. If at any time the Redeveloper ceases to utilize the Property for uses exempt from local property taxation, the obligation to make this community impact contribution automatically ceases. This Section 2.03(a) shall survive the expiration or termination of this Redevelopment Agreement and/or the issuance of a Certificate of Completion and shall run with the land and be referenced in the Declaration.

(b) Infrastructure Improvements. The Redeveloper will undertake the Infrastructure Improvements at an estimated value to the Borough of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The Redeveloper shall provide for the timely implementation of the Infrastructure Improvements as a condition to the receipt of the Certificate of Completion. The Redeveloper and the Borough shall cooperate in all respects to ensure that the implementation of such Infrastructure Improvements does not unreasonably interfere with the operation of the existing Utilities. The Redeveloper agrees to provide all performance and maintenance bonds as required by the Governmental Approvals. Such performance and maintenance bonds shall be governed by N.J.S.A. 40:55D-53 et seq.

(c) Board of Education Savings in Busing Costs. It is anticipated that the Highland Park Board of Education will save approximately Eighty Thousand Dollars (\$80,000.00) annually following the Completion of the Project and the operation of same in busing reimbursements.

(d) Community Center Improvements. An Affiliate of the Redeveloper shall undertake certain capital improvements at the Borough Community Center at an estimated value to the Borough of Eighty-Five Thousand Dollars (\$85,000.00), as set forth in Exhibit 3.

SECTION 2.04. Designation of Redeveloper. The Borough hereby designates and appoints the Redeveloper as the redeveloper of the Property. For so long as this Redevelopment Agreement and the designation hereunder remain in effect, the Redeveloper shall have the exclusive right to redevelop the Property in accordance with the Redevelopment Plan, the Governmental Approvals, the Redevelopment Law and all other Applicable Laws, and the terms and conditions of this Redevelopment Agreement.

### ARTICLE III FINANCIAL OBLIGATIONS

SECTION 3.01. Project Costs. All costs of implementing this Redevelopment Agreement and completing the Project incurred by the Redeveloper (including costs relating to demolition) will be borne by the Redeveloper.

SECTION 3.02. Borough Costs. In lieu of funding an escrow account for Borough costs related to the implementation of the Project and this Agreement, the Redeveloper shall make a one-time payment to the Borough of Ten Thousand Dollars (\$10,000.00). The Redeveloper shall no further obligation to pay for these costs. In addition, the Redeveloper agrees to reimburse the Borough and its agencies for the reasonable fees for professional services in connection with any application for site plan approval, subdivision approval or variances sought by the Redeveloper in furtherance of the Project and for reasonable inspection fees. Such reimbursement shall be governed by N.J.S.A. 40:55D-53 et seq. and the Uniform Construction Code. The Borough or its agencies may require the deposit of reasonable sums in escrow for purposes of payment of these fees. These deposits shall be governed by N.J.S.A. 40:55D-53.1 et seq.

SECTION 3.03. Governmental Approval Fees. The Redeveloper will pay all fees for permits required by any Governmental Authority for the construction and development of the Project, including any permit fees payable to all required Governmental Authorities for any Governmental Approvals.

SECTION 3.04. Subsidies and Contributions. Nothing in this Agreement shall limit the right of the Redeveloper to obtain subsidies, grants, loans, or tax exemptions or abatements from any Governmental Authority, to obtain contributions, grants, or loans from any Person or non-Governmental Authority, or to raise funds in any otherwise lawful manner.

### ARTICLE IV CONSTRUCTION OF PROJECT

SECTION 4.01. Construction of Project; Project Schedule. Subject to the terms of this Redevelopment Agreement: (a) the Project shall be implemented in accordance with the Redevelopment Plan and the Site Plan, including obtaining all Governmental Approvals; and (b) the Redeveloper shall commence construction on the Project no later than three (3) years from the Effective Date of this Agreement (the "**Start Date**"). The Redeveloper shall Complete the Project within three (3) years of the Start Date (the "**Completion Date**")

SECTION 4.02. Modification of Start Date. In the event that the Redeveloper is unable, for reasonable cause, to commence construction by the Start Date, the Redeveloper shall provide written notice to the Borough at least thirty (30) days prior to the Start Date, setting forth in reasonable detail: (a) the reason for the failure to commence construction by the Start Date; and (b) the Redeveloper's proposal for revising the Start Date. In the event that the Redeveloper is unable, for reasonable cause, to Complete the Project by the Completion Date, the Redeveloper shall provide written notice to the Borough, setting forth in reasonable detail: (a) the reason for

the expected failure to Complete the Project by the Completion Date; and (b) the Redeveloper's proposal for revising the Completion Date. In such event the Start Date or Completion Date, as applicable, shall be modified accordingly, subject to the Borough's consent, which shall not be unreasonably withheld, conditioned or delayed. The Borough's approval of any extension shall not limit in any manner the rights of the Borough or diminish the obligations of the Redeveloper with respect to the Project under this Redevelopment Agreement.

SECTION 4.03. Relocation and Installation of Utilities. (a) The Redeveloper acknowledges that providers of Utilities may have certain rights with respect to the Property and may own certain facilities located therein. The Redeveloper agrees that, except as otherwise set forth herein, it is its sole responsibility to undertake the appropriate measures to negotiate with, acquire, remove, relocate or otherwise address the existence of these Utilities and improvements and easements therefor, in order to complete construction of the Project, as provided by this Redevelopment Agreement. Notwithstanding the foregoing, to the extent reasonably requested by the Redeveloper, the Borough shall cooperate in facilitating the installation and/or relocation of any such affected Utilities.

(b) In accordance with the provisions of the Redevelopment Plan, the Redeveloper agrees that all new and relocated on-site Utilities associated with the Project shall be placed underground.

SECTION 4.04. Neighborhood Impacts. The Redeveloper and the Borough acknowledge that the construction and implementation of the Project may have certain impacts on the community surrounding and in the vicinity of the Project. Although it is anticipated that the Project will provide many positive effects on the community, it is also recognized that the construction and implementation of the Project may result in some temporary inconveniences during the time that development and construction take place. As such, the Redeveloper shall address the potential negative impacts of the construction on nearby residences and businesses, and consistent with the high level of skill and care ordinarily exercised by developers of similar developments. The Redeveloper shall make all reasonable efforts to minimize any negative impacts, including noise, vibration, odors, and rodents and any other temporary inconveniences caused by or related to the construction of the Project. The Redeveloper expressly acknowledges and agrees that any construction activities associated with the Project shall be conducted in full compliance with the ordinances of the Borough then existing.

SECTION 4.05. Traffic Management During Construction. The Redeveloper and the Borough agree that the direction, flow and amount of traffic in and around the area are issues to be addressed during the construction of the Project, as well as after its Completion. The Redeveloper shall exert all reasonable efforts to minimize any traffic effects caused by the construction of the Project upon the surrounding neighborhoods.

SECTION 4.06. Improvements on the Perimeter of Project Site. The Redeveloper shall take all measures necessary to ensure that any improvements on the perimeter of the Property, including roadways that are adjacent to the Project, shall not be disturbed or damaged. The Redeveloper shall be responsible for the prompt restoration of any disturbed or damaged improvement. Additionally, to the extent that any streets or portions of streets become damaged

as a result of the construction or implementation of the Project, the Redeveloper shall promptly upon Completion of the Project and prior to the issuance of the permanent Certificate of Occupancy, completely repave, from curb to curb, that entire portion of said street which is damaged or degenerated (rather than patching, repairing, or repaving only the limited, specific damaged or degenerated area.

SECTION 4.07. Maintenance of Property. Following the Commencement of Construction of the Project, the Redeveloper will reasonably maintain, in accordance with Applicable Law, all newly constructed or remaining areas of the Property including the buildings, parking areas, landscaping, streetscaping, sidewalks including curbing and traffic calming devices (but not the paved roadway, unless disturbed by the Redeveloper), trash collection and receptacles. The Redeveloper shall endeavor to minimize dust from the site during demolition and construction.

SECTION 4.08. Estoppel Certificates. Within thirty (30) days following written request therefore by a Party hereto, or of any Holder, purchaser, tenant or other party having an interest in the Property, the other party shall issue a signed certificate (the "**Estoppel Certificate**") stating that: (a) this Redevelopment Agreement is in full force and effect; (b) there is no default or breach under this Redevelopment Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any; and (c) any other matter reasonably requested. No more than a reasonable number of Estoppel Certificates may be requested per year.

SECTION 4.09. Cooperation. The Parties shall fully cooperate with each other as necessary to effectuate the Project, including, but not limited to: (a) the Parties entering into additional agreements that may be required for the Project; (b) the Borough causing all construction and building permits over which it or any of its agencies or offices has jurisdiction to be granted to the Redeveloper, provided the applications for same comply with Applicable Law; and (c) the Borough assisting the Redeveloper in obtaining Governmental Approvals and in expediting required action by the Planning Board in connection with land development applications filed by the Redeveloper in connection with this Agreement; provided however, that such actions and/or agreements shall not result in a material increase or decrease in any Party's respective rights, obligations and liabilities hereunder.

## ARTICLE V PROJECT OVERSIGHT

SECTION 5.01. Progress Meetings. The Parties agree to attend and participate in progress meetings (the "**Progress Meetings**") to report on the status of the Project. Progress Meetings shall be held at the reasonable request of the Borough or the Redeveloper. Each Progress Meeting shall be held no sooner than seven (7) day after the written request and no later than fourteen (14) days after such request. The Progress Meetings may be held at Borough Hall or, if agreeable to the Parties, on site.



SECTION 5.02. Submissions. The Redeveloper shall be required to provide the Borough with a copy of each and every application for Governmental Approvals submitted to Governmental Authorities at the same time the Redeveloper submits those applications to such Governmental Authorities.

## ARTICLE VI GENERAL DEVELOPMENT REQUIREMENTS

SECTION 6.01. Scope of Undertaking. Except as expressly provided herein, the services and responsibilities undertaken by the Redeveloper hereunder including all aspects of the design, development, and construction of the Project, including without limitation, all design, engineering, permitting and administrative aspects, the performance of or contracting for and administration and supervision of all physical work required in connection with the Project, arrangement for interim and final inspections and any other actions required to satisfy the requirements of any applicable Governmental Approvals, the administration, operation and management, or contracting for the administration, operation and management of the Project and all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing, are all at the sole cost and liability of the Redeveloper.

SECTION 6.02. Standards of Construction. Without limitation, all work on the Project shall be performed in a good and workmanlike manner, with the materials called for under the Governmental Approvals being of such quality as is required by such approvals.

SECTION 6.03. Compliance with Applicable Law. The Project and all materials, fixtures and equipment used or installed in connection therewith shall be in full compliance with all Applicable Laws, subject to any waivers, variances, deviations, exceptions or similar approvals granted in accordance with Applicable Law.

## ARTICLE VII APPROVAL OF APPLICATIONS FOR GOVERNMENTAL APPROVALS

SECTION 7.01. Applications for Governmental Approvals. (a) The Redeveloper (at its sole cost and expense) shall apply for and obtain all Governmental Approvals necessary to construct and use the Project. The Redeveloper shall provide the Borough with a copy of each application for Governmental Approvals at such time as such applications are submitted.

(b) To the extent reasonably requested by the Redeveloper, and to the extent applicable, the Borough shall assist and support the Redeveloper in connection with any applications for any Governmental Approvals required to be obtained for or with respect to the Project.

**ARTICLE VIII**  
**REPRESENTATIONS AND WARRANTIES; REDEVELOPER COVENANTS**

SECTION 8.01. Representations and Warranties by the Redeveloper. The Redeveloper hereby represents and warrants the following to the Borough for the purpose of inducing the Borough to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Redeveloper is a limited liability company organized under the laws of the State, is in good standing under the laws of the State, and has all requisite power and authority to carry on its business as now and whenever conducted, and to enter into and perform its obligations under this Redevelopment Agreement.

(b) The Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Redeveloper is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.

(c) This Redevelopment Agreement has been duly authorized, executed and delivered by the Redeveloper; and is valid and legally binding upon the Redeveloper and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Redeveloper is a party.

(d) No receiver, liquidator, custodian or trustee of the Redeveloper has been appointed as of the Effective Date, and no petition to reorganize the Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(e) No adjudication of bankruptcy of the Redeveloper or a filing for voluntary bankruptcy by the Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute that is applicable to the Redeveloper has been filed as of the Effective Date.

(f) No indictment has been returned against any member of the Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement or otherwise.

(g) There are no suits, other proceedings or investigations pending or, to the best of the Redeveloper's knowledge, threatened against the Redeveloper that would have a material adverse effect on the financial condition of the Redeveloper.

(h) All materials and documentation submitted by the Redeveloper and its agents to the Borough and its agents were, to the best of Redeveloper's knowledge, at the time of such submission, and as of the Effective Date, materially accurate, and the Redeveloper shall continue to inform the Borough of any material and adverse changes in the documentation submitted. The

Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper are a material factor in the decision of the Borough to enter into this Redevelopment Agreement.

(i) Subject to obtaining construction financing, the Redeveloper is financially and technically capable of developing, designing, financing and constructing the Project.

(j) Except as otherwise provided in this Agreement, the cost and financing of the Project is the responsibility of the Redeveloper.

(k) The ownership structure of the Redeveloper is set forth in Exhibit 4. To the extent required by N.J.S.A. 40:55D-48.1 et seq., the Redeveloper shall disclose its ownership structure in connection with any application for site plan approval, subdivision, or variance.

SECTION 8.02. Representations and Warranties by the Borough. The Borough hereby represents and warrants the following to the Redeveloper for the purpose of inducing the Redeveloper to enter into this Redevelopment Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof:

(a) The Property has been duly designated in compliance with Applicable Law, including, but not limited to, the Redevelopment Law, and is currently valid, legal, and in full force and effect.

(b) The Redevelopment Plan has been duly adopted in compliance with Applicable Law, including, but not limited to, the Redevelopment Law, and is currently valid, legal, and in full force and effect.

(c) The Borough has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which the Borough is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

(d) This Redevelopment Agreement has been duly authorized, executed and delivered by the Borough and is valid and legally binding upon the Borough and enforceable in accordance with its terms on the basis of laws presently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Borough is a party.

(e) There is no pending or, to the best of the Borough's knowledge, threatened litigation that would in any way (i) contest or seek to invalidate the Redeveloper's ability to commence performance of its obligations under the Redevelopment Agreement, or (ii) prevent the Borough from performing its duties and obligations hereunder.

(f) There are no suits, other proceedings or investigations pending or, to the best of the Borough's knowledge, threatened against the Borough that would have a material adverse effect on the Borough's financial condition.

SECTION 8.03. Delivery of Documents. (a) The Redeveloper agrees to deliver the following fully executed collateral documents simultaneously with the execution of this Redevelopment Agreement and the Borough hereby acknowledges the receipt of such documents:

(i) Certified copies of the certificate of formation and certificate of good standing of the Redeveloper.

(b) The Redeveloper agrees to deliver the following fully executed collateral documents simultaneously with the application for building permit:

(i) A comprehensive list of the names, addresses, email addresses and telephone numbers of all individuals who will comprise the Redeveloper's "Project Team" including, but not limited to, those individuals who will be directly responsible for managing the Project's design, approvals and construction. The Redeveloper shall provide notice to the Borough of any changes in the representatives on the Project Team.

SECTION 8.04. Redeveloper Covenants. Redeveloper covenants and agrees that, subject to the terms hereof, and except as explicitly provided herein, including Section 8.07 below (collectively, the "**Redeveloper Covenants**"):

(a) Before proceeding with any step in the construction or development of the Project, the Redeveloper shall obtain all Governmental Approvals necessary for that step in construction and development of the Project. The Redeveloper shall construct, improve, operate and maintain the Project in compliance with all Governmental Approvals, and other laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to, such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder as shall be binding upon the Redeveloper under Applicable Law.

(b) The Redeveloper shall use commercially reasonable efforts to start physical work on the Project on or before the Start Date.

(c) The Redeveloper shall construct the Project in accordance with this Redevelopment Agreement, the Redevelopment Law, the Redevelopment Plan, and all other Applicable Laws. If the Redeveloper wishes to materially change or modify the Project in a manner not authorized by the Redevelopment Plan, the Borough's written approval (which shall not be unreasonably withheld, conditioned or delayed) must be secured prior to proceeding with any activities relating to such proposed material modifications.

(d) Upon Completion of the development and construction of the Project, the Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated hereby.

(e) Except as otherwise permitted by law, the Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed,

national origin, ancestry, physical handicap, age, marital status, affectional preference or gender in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Project, nor shall the Redeveloper itself, or any Person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Project.

(f) Except as permitted by law, the Redeveloper shall not restrict the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Project on the basis of race, color, religion, creed, national origin, ancestry, physical handicap, age, marital status, affectional preference or gender of any person.

(g) The Redeveloper shall not use the Property, Project or any part thereof, for which a Certificate of Completion has not been issued, in a manner that is inconsistent with the Redevelopment Plan and this Redevelopment Agreement.

(h) The Redeveloper shall not use the Property, Project or any part thereof for which a Certificate of Completion has not been issued, as collateral for an unrelated transaction.

SECTION 8.05. Declaration of Covenants and Restrictions. The Redeveloper shall execute and record separate declaration(s) of project covenant(s) in form of **Exhibit 5** attached hereto (the "**Declaration**") imposing on the School and the portion of the Property upon which the School is located and on the Lot 15 Project and the portion of the Property upon which the Lot 15 Project is located, the Redeveloper Covenants set forth in Section 8.04 (as may be limited by the terms of this Redevelopment Agreement, including Section 8.06), and those other matters indicated in this Redevelopment Agreement to be included in the Declaration.

SECTION 8.06. Effect and Duration of the Covenants. It is intended and agreed, and each separate Declaration shall so expressly provide, that the agreements and covenants set forth in Section 8.04 and those elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land until the School or the Lot 15 Project, respectively, is Completed or this Agreement is terminated, and such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by Applicable Law and equity, for the benefit and in favor of, and enforceable by, the Borough, its successors and assigns, and any successor in interest to the Project, or any part thereof, the Redeveloper, its successors and assigns and every successor in interest therein, and any Party in possession or occupancy of the Project, or any part thereof provided, however, that such covenants shall not be binding on any Holder except in accordance with the terms of Article X. Such agreements and covenants, however, shall be binding on the Redeveloper itself, each successor in interest to the Redeveloper and each party in possession or occupancy, respectively, only for such period as the Redeveloper or such successor or party shall be in possession or occupancy of the Property, the buildings and structures thereon, or any part thereof.

SECTION 8.07. Enforcement of Covenants by the Borough. In amplification, and not in restriction of the provisions of this Article VIII, it is intended and agreed that the Borough and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Borough for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Borough has at any time been, remains, or is an owner of any land or interest therein, or in favor of which such agreements and covenants relate. The Borough shall have the right, in the event of any breach of any such agreement or covenant, to terminate this Redevelopment Agreement in accordance with the terms of Section 11.03. Upon redevelopment of the Property and Completion of the Project (as evidenced by the Borough's issuance of a Certificate of Completion), the conditions that were found and determined to exist at the time the Property was determined to be in need of rehabilitation shall be deemed to no longer exist, the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project.

SECTION 8.08. Borough Covenants. The Borough hereby covenants and agrees that:

(a) The Borough agrees to support any applications for Governmental Approvals that are consistent with the terms of the Redevelopment Plan and this Redevelopment Agreement, and to otherwise cooperate with the Redeveloper with respect to the Governmental Approvals; provided that nothing contained in this Section 8.08(a) shall be deemed: (i) to constitute an approval of all or any portion of the Project for which applications have been submitted or are required; or (ii) a waiver of the ability of any Governmental Authority, to exercise its statutorily authorized responsibilities with respect to such applications or Governmental Approvals. Without limiting the generality of the foregoing, the Borough shall: (i) schedule, convene and conclude all required public hearings in an expeditious manner consistent with Applicable Law; and (ii) cause all of the planners, engineers and other consultants engaged by the Borough to review and comment on all submittals by the Redeveloper in an expeditious manner.

(b) The Borough shall undertake and complete, with due diligence, all of its obligations under this Agreement.

(c) The Redeveloper has been designated as the exclusive redeveloper of the Property and shall have the exclusive right and obligation to redevelop the Property and implement the Project in accordance with the terms and conditions of this Redevelopment Agreement.

(d) The Borough shall not exercise its power of eminent domain to condemn the Property during the Term.

**ARTICLE IX  
CERTIFICATES OF OCCUPANCY AND COMPLETION**

SECTION 9.01. Certificate of Occupancy. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy for any building constructed as part of the Project. The Redeveloper shall take all actions required for issuance of a Certificate of Occupancy.

SECTION 9.02. Certificate of Completion. The Borough shall, within thirty (30) days after Completion or Substantial Completion of the Project, or a portion thereof, and receipt of a written request from the Redeveloper, issue a Certificate of Completion, provided there is not then an existing Redeveloper Event of Default. The Certificate of Completion shall constitute a recordable, conclusive determination for the Project, or portion thereof, of the satisfaction (in accordance with the terms of this Redevelopment Agreement, the Redevelopment Plan and Applicable Law) and termination of this Redevelopment Agreement, and of all of the Redeveloper's agreements and covenants in this Redevelopment Agreement and shall discharge and release the lien of this Redevelopment Agreement and the Declaration from the Property or portion thereof, as the case may be. If the Borough determines that the Redeveloper is not entitled to a Certificate of Completion, the Borough shall, at the written request of the Redeveloper, within ten (10) days of receipt of the written request, provide the Redeveloper with a written statement of the reasons the Borough refused or failed to furnish a Certificate of Completion.

**ARTICLE X  
TRANSFERS**

SECTION 10.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

SECTION 10.02. Prohibition Against Transfers. The Redeveloper recognizes the importance of the redevelopment to the general welfare of the community and the public assistance to be made available by law and by the Borough on the conditions stated herein for the purpose of making such redevelopment possible. The Parties acknowledge and agree that a change in control of the Redeveloper is for practical purposes a transfer or disposition of the property interest then owned by the Redeveloper, and that, therefore, the qualifications and identity of the Redeveloper and its principals are of particular concern to the Borough.

In light of the foregoing, except for Permitted Transfers, during the Term of this Redevelopment Agreement, the Redeveloper shall not, without the prior written consent of the Borough, which shall not be unreasonably withheld, conditioned or delayed: (a) effect or permit any change, directly or indirectly, in the control of the Redeveloper prior to the issuance of the final Certificate of Completion for the Project or any portion thereof; (b) assign or attempt to assign this Redevelopment Agreement or any rights herein; or (c) make any total or partial sale,

transfer, or conveyance of the whole or any part of the Property or Project (individually and collectively, a “**Transfer**”).

SECTION 10.03. Permitted Transfers. (a) The Redeveloper, without violating the provisions of Section 10.01 or Section 10.02, may affect the following Transfers, to which the Borough hereby consents upon receipt of notice thereof, without the necessity of further action by the Borough (the “**Permitted Transfers**”):

(i) security for, and only for, the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Redevelopment Agreement with respect to completing the Project and any other purpose authorized by this Redevelopment Agreement;

(ii) the Declaration;

(iii) a mortgage or mortgages and other liens and encumbrances (but not including mechanic’s liens) for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project;

(iv) Utility and other development easements;

(v) environmental covenants and restrictions imposed by a regulatory Governmental Authority as a condition of any permit or approval;

(vi) a Transfer to an Affiliate of the Redeveloper, including without limitation a Transfer among members of the Redeveloper and their family members and/or trustees for their benefit;

(viii) a Transfer pursuant to a foreclosure or deed in lieu of foreclosure, and any Transfer by any Holder or any Holder’s successor and/or assigns after foreclosure.

(ix) any contract or agreement with respect to any of the foregoing exceptions.

SECTION 10.04. Notice of Permitted Transfers. With respect to any Permitted Transfers, the Redeveloper shall provide to the Borough written notice at least thirty (30) days prior to such Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the transferee and any parties, individuals and/or entities comprising such transferee. The Redeveloper shall cause the transferee to execute such documentation as is reasonably requested by the Borough in order to assure that the transferee has assumed all of the Redeveloper’s obligations under this Redevelopment Agreement and the Declaration as to the Project (if the Redeveloper’s right, title and interest in the Project are being transferred) or any portion thereof (if the Redeveloper’s right, title and interest in a portion of the Project are being transferred).

SECTION 10.05. Transfers Void. Any Transfer of the Redeveloper’s interest in violation of this Redevelopment Agreement shall be a Redeveloper Event of Default and shall be null and



void *ab initio*. Such default shall entitle the Borough to seek all remedies available under the terms hereof, and those available pursuant to law or equity, including termination of this Redevelopment Agreement. In the absence of specific written consent by the Borough, or a deemed approval in accordance with the terms hereof, no such sale, Transfer, conveyance or assignment or approval thereof by the Borough, shall be deemed to relieve the Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against Transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted Transfer in violation of the restrictions in this Article, the Borough shall be entitled to the *ex parte* issuance of an injunction restraining such Transfer, and the award of legal fees and related expenses of the Borough in connection with any such legal action. Upon recording of the final Certificate of Completion, the provisions of the Declaration set forth in this Article as to the Project shall be deemed terminated, and the Declaration shall so state.

## ARTICLE XI EVENTS OF DEFAULT AND REMEDIES

SECTION 11.01. Events of Default. Any one or more of the following shall, beyond the expiration of the applicable cure period, constitute an event of default hereunder (“**Event of Default**”), subject to the occurrence of an event of Force Majeure (with none of the following to be construed as a limitation on any other):

(a) Failure of the Redeveloper or the Borough to observe and perform any covenant, condition or agreement under this Redevelopment Agreement, and continuance of such failure for a period of forty-five (45) days, after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied; provided, however, if the failure is one which cannot be remedied within the forty-five (45) days after such written notice has been given, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same as soon as practicable but in no event later than one hundred eighty (180) days after such written notice.

(b) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of ninety (90) consecutive days; (vii) an order for relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstated and in effect for any period of ninety (90)

consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper shall materially default in or violate its obligations with respect to the design, development and/or construction of the Project in accordance with this Redevelopment Agreement and the Site Plan, or shall abandon or substantially suspend construction work (unless such suspension arises out of an event of Force Majeure), and any such default, violation, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by the Borough to do so; provided however, that if the default or violation is one which cannot be completely remedied within the ninety (90) days after such written notice has been given, it shall not be an Event of Default as long as the Redeveloper is proceeding with due diligence to remedy the same as soon as practicable, but in no event later than one hundred eighty (180) days after such written notice.

(d) There is, in violation of this Redevelopment Agreement, any Transfer.

SECTION 11.02. Force Majeure. Performance by either Party hereunder shall not be deemed to be in default where delays or failure to perform are the result of events or conditions beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the terms of this Redevelopment Agreement, including, without limitation, the following (a "Force Majeure"):

(a) An act of God, lightning, blizzards, hurricane, tornado, earthquake, acts of public enemy, war (whether or not declared), pandemics, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, economic disruptions including the scarcity of material necessary for the construction of the Project, but not including reasonably anticipated weather conditions for the geographic area of the Property, other than those set forth above (such events being required to physically affect a Party's ability to fulfill its obligations hereunder; and the consequential effect of such events (e.g., impact on market conditions) shall not be considered a Force Majeure event);

(b) A landslide, fire, explosion, flood, release of nuclear radiation, damage to or theft of any part of the Project, or any casualty not created by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure;

(c) The order, judgment, action or inaction and/or determination of any Governmental Authority (other than the Borough when acting in conformance with this Redevelopment Agreement) excepting decisions interpreting federal, State and local tax laws generally applicable to all business taxpayers; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such order, judgments, action or inaction and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial, or failure of or delay in renewal or issuance of any Governmental Approval (including due to any appeal), provided, however, that such suspension, termination, interruption, denial, or failure of or delay in renewal or issuance shall not be the result of the willful misconduct or grossly negligent action or inaction of the Party relying thereon. Neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as willful misconduct or grossly negligent action or inaction by such Party. Delay in issuance of a Governmental Approval resulting from the Redeveloper's failure to make an administratively complete submission for a Governmental Approval in accordance with Applicable Law shall not be an event of Force Majeure;

(e) An inability to procure goods or services for any reason not caused by the willful misconduct or grossly negligent act or omission of the party claiming Force Majeure, including, without limitation, the limited manufacturing capacity of any suppliers; a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market; failure of transportation, strikes, lockouts, slowdowns or similar labor action by trade unions or any of their members, equipment manufacturers, suppliers of material and/or transporters of same; or any other economic condition that may adversely affect the Project, the Property or the real estate markets; or

(f) Acts or omissions of the other Party (except in conformance with this Redevelopment agreement or Applicable Law) e.g., as to the Redeveloper, acts or omissions of the Borough.

Any event of Force Majeure affecting any counterparty to an agreement with any or all of the Parties hereto shall be considered an event of Force Majeure hereunder. Notice by the Party claiming such extension shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure event that affects part of the Project, to the extent reasonably practicable, the Redeveloper shall continue to perform its obligations for the rest of the Project. The existence of an event of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure event; provided that the event that is the basis of the Event of Default is not a result of the Force Majeure event. Except for an event or events of Force Majeure resulting from acts or omissions of the Borough, any event or events of Force Majeure will be deemed to have ceased to exist as of a date twenty-four (24) months from the written notice claiming an event of Force Majeure has occurred.

SECTION 11.03. Remedies Upon Events of Default by the Redeveloper. If an Event of Default by the Redeveloper occurs, the Borough shall have as its sole and exclusive remedy under this Redevelopment Agreement, the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Redeveloper and any Holder, to terminate this Redevelopment Agreement and the Redeveloper's designation as the 'redeveloper' (as defined in the Redevelopment Law) of the Project and the Property.

SECTION 11.04. Remedies Upon Events of Default by the Borough. In the event that an Event of Default by the Borough occurs, then the Redeveloper may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Borough under this Redevelopment Agreement, including an action for specific performance and/or damages. Further, but subject to any cure provisions afforded the Borough hereunder, the Redeveloper shall have the right, in its sole and absolute discretion, upon sixty (60) days' notice to the Borough to terminate this Redevelopment Agreement. Notwithstanding the foregoing, neither the Borough nor any of its respective Affiliates, directors, officers, managers, agents, employees, or representatives shall be liable in any action, at law or in equity, in contract, tort, strict liability or otherwise, to the Redeveloper or to any other Person, including the Redeveloper's Affiliates, partners, shareholders, members, directors, officers, managers, agents, employees, or representatives for loss of profits, revenues or expectancies, loss of use or loss of business opportunities or for any special, consequential, indirect or incidental damages, or punitive, exemplary or multiplier damages with respect to the redevelopment of the Property and/or construction of the Project.

SECTION 11.05. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 11.06. Remedies Cumulative. No remedy in favor of either Party conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies.

SECTION 11.07. Continuance of Obligations. The occurrence of an Event of Default shall not relieve the defaulting Party of its obligations under this Redevelopment Agreement unless this Redevelopment Agreement is terminated as a result of such Event of Default, as and to the extent permitted hereunder.

SECTION 11.08. Mitigation. The Parties shall act reasonably to mitigate any damages that may be incurred as a result of an Event of Default hereunder; provided, however, that the costs of any mitigation efforts shall be at the sole cost of the defaulting Party.

SECTION 11.09. Agreement Not to Develop Upon Termination. Subject to the rights of any Holders, in the event this Redevelopment Agreement is terminated as a result of a Redeveloper Event of Default or Redeveloper Voluntary Termination, then the Redeveloper agrees that, for a period of six (6) months following such termination, in the event that the Redeveloper still owns or controls the Property (or any part thereof), it shall take no further steps to construct the Project or to develop the Property, except as may be agreed to by the Borough in

its sole discretion, notwithstanding the fact that the Redeveloper may be in possession of Governmental Approvals required for such development.

**ARTICLE XII  
MISCELLANEOUS**

SECTION 12.01. Notices. Formal notices, demands and communications between the Borough and the Redeveloper shall be deemed given if dispatched to the address set forth below by a commercial overnight delivery service with package tracking capability and for which proof of delivery is available or electronically followed by overnight courier. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

If to the Borough:

Borough of Highland Park  
221 South 5<sup>th</sup> Avenue  
Highland Park, New Jersey 08904  
Attn: Borough Administrator

with a copy to:

McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, New Jersey 07068  
Attn: Joseph P. Baumann, Esq.  
Tel. No. (973) 622-5259  
E-mail: jbaumann@msbnj.com

If to the Redeveloper:

433 Cleveland Avenue, LLC  
4A Cedarbrook Drive  
Cranbury, New Jersey 08512  
Attn: Joseph Stern  
Tel. No. (609) 655-5400  
E-mail: ajs@easternproperties.net

with a copy to:

Hill Wallack LLP  
21 Roszel Road  
Princeton, New Jersey 08543  
Attn: Stephen Eisdorfer, Esq.

Tel. No. (609) 240-7610  
E-mail: seisdorfer@hillwallack.com

SECTION 12.02. Conflict of Interest. No member, official or employee of the Borough shall have any direct or indirect interest in this Redevelopment Agreement, nor participate in any decision relating to this Redevelopment Agreement which is prohibited by law.

SECTION 12.03. No Consideration for Redevelopment Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Borough, any money or other consideration for or in connection with this Redevelopment Agreement.

SECTION 12.04. Lender Changes. If the Redeveloper's lender requires a change in the terms of this Redevelopment Agreement, the Borough shall reasonably cooperate with the Redeveloper in approving such change, so long as such change, if any, does not modify or change the substantial rights or obligations of the Parties as set forth in this Redevelopment Agreement. In addition, the Borough agrees to enter into such agreements as the Redeveloper's lender (or its equity participants) may reasonably require provided that such agreement shall not be inconsistent with the terms of this Redevelopment Agreement (*i.e.* shall not increase the responsibilities of the Borough, or decrease its benefits hereunder).

SECTION 12.05. Non-Liability of Officials and Employees of the Borough. No member, official or employee of the Borough shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.06. Non-Liability of Officials and Employee of Redeveloper. No member, officer, shareholder, director, partner or employee of the Redeveloper shall be personally liable to the Borough, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Borough, or its successors, on any obligation under the terms of this Redevelopment Agreement.

SECTION 12.07. Provisions Not Merged with Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind the Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of the Property from the Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 12.08. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

SECTION 12.09. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 12.10. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 12.11. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 12.12. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each Party has executed and delivered at least one counterpart, this Redevelopment Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 12.13. Prior Agreements Superseded. This Redevelopment Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes any prior agreement and all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

SECTION 12.14. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper.

SECTION 12.15. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and have contributed to the final form of same.

SECTION 12.16. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the Applicable Laws of the State of New Jersey, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Middlesex County Vicinage.

SECTION 12.17. Casualty/Condemnation. In the event that all or any substantial portion of the Property is condemned or taken by eminent domain by any condemning authority or is damaged or destroyed by casualty prior to the Commencement of Construction,

Redeveloper may, at its option, terminate this Agreement by written notice to the Borough within thirty (30) days after the Redeveloper is notified of the condemnation, taking, damage or casualty. For purposes of this provision, "substantial portion" shall be defined as any portion which is equal to or in excess of ten (10%) percent of the total acreage of the Property or that portion which, in the reasonable opinion of Redeveloper, would prevent the successful Completion of the Project or operation of the Project as envisioned in this Agreement. The Borough acknowledges that it has no right to the proceeds resulting from a condemnation of the fee simple interest in the Property.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON THE FOLLOWING PAGE.]



IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

ATTEST:

BOROUGH OF HIGHLAND PARK

\_\_\_\_\_  
Name: Joan Hullings  
Title: Borough Clerk

By: \_\_\_\_\_  
Name: Gayle Brill Mittler  
Title: Mayor

WITNESS:

433 CLEVELAND AVENUE, LLC

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name: Joseph Stern  
Title: Managing Member

**EXHIBIT 1**  
**FORM OF CERTIFICATE OF COMPLETION**

Record and Return to:

CERTIFICATE OF COMPLETION

(respecting Block \_\_\_\_, Lot \_\_\_\_ on the tax  
map of the Borough of Highland Park)

Pursuant to Section 9.02 of the Redevelopment Agreement by and between the Borough of Highland Park (the “**Borough**”) and 433 Cleveland Avenue, LLC (the “**Redeveloper**”), dated as of \_\_\_\_\_, 2020 (the “**Redevelopment Agreement**”), the undersigned, as of the date hereof, certifies that (all undefined terms used herein shall have the same meaning ascribed to them in the Redevelopment Agreement):

- (i) the Project in its entirety has been completed as of [\_\_\_\_\_], in accordance with the Redevelopment Agreement and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;
- (ii) all permits, licenses and approvals that are required in order for the Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;
- (iii) such Completion has been further evidenced by a written certificate of the Redeveloper and a certificate of the Redeveloper’s engineer evidencing Completion of the Project, which certificates are attached hereto as Schedule 1:
- (iv) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Law; and
- (v) a copy of any Certificate of Occupancy issued with respect to any portion or portions of the Project for which a Certificate of Occupancy is required is attached hereto as Schedule 2.

The conditions determined to exist at the time the Property was determined to be an ‘area in need of redevelopment’ under the Redevelopment Law no longer exist with respect to the Property. The Property shall no longer be subject to (i) any covenant running with the land covered by this Certificate of Completion for the benefit of the Borough, and (ii) eminent domain for purposes of redevelopment as a result of those determinations.

The Declaration recorded in the office of the Middlesex County clerk on [\_\_\_\_\_] in Deed Book [\_\_\_\_], at Page [\_\_\_\_] is hereby discharged of record and is void and of no further force and effect.

This certificate is given without prejudice to any rights against third parties which exist on the date hereof or which may subsequently come into being.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Completion as to the Project to be executed as of the [ ] day of [ ].

WITNESS:

BOROUGH OF HIGHLAND PARK

By: \_\_\_\_\_

By: \_\_\_\_\_

Acknowledgment

STATE OF NEW JERSEY :

:SS

COUNTY OF MIDDLESEX :

On this [ ] day of [ ] before me, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the Borough of Highland Park, a public body corporate and politic organized and existing under and by virtue of the laws of the State of New Jersey \_\_\_\_\_, who I am satisfied is the person who executed the foregoing instrument; and s/he acknowledged that s/he executed the foregoing instrument as the act of the entity and that s/he was authorized to execute the foregoing instrument on behalf of the entity.

\_\_\_\_\_  
Notary Public of the State of New Jersey

**Schedule 1**  
**REDEVELOPER'S CERTIFICATE**

Pursuant to the Redevelopment Agreement by and between the Borough of Highland Park (the "**Borough**") and 433 Cleveland Avenue, LLC (the "**Redeveloper**"), dated as of \_\_\_\_\_, 2020 (the "**Redevelopment Agreement**"), the Redeveloper certifies as follows to the best of its knowledge information and belief (capitalized terms used herein and not otherwise defined shall have the same meanings ascribed to them in the Redevelopment Agreement):

(i) the Project in its entirety has been completed as of \_\_\_\_\_, 20\_\_\_\_, in accordance with the Borough building and construction code, the Redevelopment Agreement, the Redevelopment Plan and in compliance with Applicable Laws so that the Project in its entirety may, in all material respects, be used and operated under the applicable provisions of the Redevelopment Agreement;

(ii) all permits, licenses and approvals that are required in order for Redeveloper to Complete the Project or such other work or action to which such term is applied are, to the extent so required, in full force and effect;

(iii) Redeveloper has performed or has caused to be performed all of its duties and obligations under the Redevelopment Agreement with respect to the Project;

(iv) attached hereto is a certificate of [\_\_\_\_\_], Redeveloper's engineer, evidencing Completion and certification of the Project; and

(v) the Project is being operated in accordance with the terms and provisions of the Redevelopment Agreement, the Redevelopment Plan and Applicable Law.

433 Cleveland Avenue, LLC

By: \_\_\_\_\_

Name:

Title:

**Schedule 2**  
**CERTIFICATE OF OCCUPANCY**

**EXHIBIT 2**  
**INFRASTRUCTURE IMPROVEMENTS**

1. Improvements at the Cleveland Avenue and Madison Avenue Intersection:
  - a. Install painted bump-outs at both corners (into Cleveland Avenue) which will be further delineated by planters and plastic stanchions to provide crosswalk daylighting as outlined in the Borough's Bicycle and Pedestrian Plan. The painted bump-outs will serve to shorten the crossing distance of the new crosswalks and also serve to reduce the width of street space available for vehicular turning movements from Cleveland Avenue onto Madison Avenue and from Madison Avenue onto Cleveland Avenue, resulting in slower and safer turning movements.
  - b. Install three (3) new crosswalks delineated using the continental ladder striping and school crossing signage on both streets.
  - c. Install six (6) new ADA accessible ramps with detectable warning pads connecting from the sidewalk to the new bump-outs and/or crosswalks.
  - d. Install three (3) new stop signs and stop bars behind the new crosswalks. The stop signs will be outlined by small red flashing lights (solar activated) to enhance the required stop in all three (3) directions. Installation of these multi-way stop components shall be at the option of the Planning Board in consultation with the Borough Police Department.
  
2. Pedestrian and Bicycle Safety Improvements:
  - a. Construction of new sidewalk along Cleveland Avenue in the Project area along Parcels A, B and C as set forth in the Redevelopment Plan.
  - b. Installation of shared-lane markings (sharrows) and related shared street signage along Cleveland Avenue from River Road to Madison Avenue as proposed in the Borough's Bicycle and Pedestrian Plan. *[Approximately 2,250 linear feet of roadway subject to sharrow markings]*
  - c. Construction of a new sidewalk along the north side of Madison Avenue, from Cleveland Avenue to Grant Avenue. This new sidewalk will measure approximately five and one-half (5 1/2) to six (6) feet in width and will be located inside the existing curb line. The sidewalk improvements will include replacement of the existing curb and driveway aprons, installation of one (1) new crosswalk at the Harrison Avenue intersection, re-striping of any worn out crosswalks and installation of school crossing signage along Madison Avenue, installation of one (1) new ADA accessible ramp with detectable warning pads at the Harrison Avenue intersection, and removal of existing shade trees and installation of new shade tree as

determined by the Borough. The installation of this missing sidewalk along these two (2) blocks of Madison Avenue approaching the new intersection improvements at the Cleveland Avenue intersection are consistent with the recommended traffic calming treatments for a Bicycle Boulevard as outlined in the Borough's Bicycle and Pedestrian Plan. *[Approximately 225 linear feet for each block, for a total of 450 linear feet of new sidewalk and curb]*

- d. Installation of shared-lane markings (sharrows) and related shared street signage along Madison Avenue from Cleveland Avenue to N. 4<sup>th</sup> Avenue as proposed in the Borough's Bicycle and Pedestrian Plan. *[Approximately 1,500 linear feet of roadway subject to sharrow markings]*
- e. Installation of two (2) crosswalks (one crosswalk missing and one crosswalk in need of repainting) and the delineation of yellow no parking boxes in all directions at the intersection of Madison Avenue and Harrison Avenue.
- f. Installation of two (2) missing crosswalks and the delineation of yellow no parking boxes in all directions at the intersection of Madison Avenue and Grant Avenue.
- g. Installation of two (2) missing crosswalks, the delineation of yellow no parking boxes in all directions, and the repair of handicap-accessible ramp(s) at the southeast corner at the intersection of Madison Avenue and Lincoln Avenue.
- h. Installation of one (1) missing crosswalk, handicap-accessible ramp(s) and replacement of missing shade tree at the intersection of Madison Avenue and Lawrence Avenue (optional).
- i. Delineation of missing yellow no parking boxes in three directions at the intersection of N. 2<sup>nd</sup> Avenue and Cleveland Avenue.
- j. Construction of sidewalks, where missing, along the west side of N. 2<sup>nd</sup> Avenue, north of Cleveland Avenue. *[Approximately 100 linear feet of new sidewalk]*
- k. Installation of shared-lane markings (sharrows) and related shared street signage along Harrison Avenue from River Road to the location where existing sidewalk end near the bridge on Harrison Avenue as proposed in the Borough's Bicycle and Pedestrian Plan. From this location to the Borough boundary, installation of a two-way bicycle/pedestrian lane with striping, reflective raised/adhesive markers and related no parking signage along one side of Harrison Avenue (location on the north side or south side of the street to be determined by the Borough). These improvements will

reduce the width of the street and eliminate on-street parking on one side of the street throughout this block. A dashed bicycle/pedestrian lane will be necessary at either end to guide users across Harrison Avenue to connect the existing sidewalk on the south side of the street to the bicycle/pedestrian lane on the north side of the street. These improvements will provide for a continuous connection from River Road to the Borough boundary, including to the existing multi-use trail at N. 5<sup>th</sup> Avenue. *[Approximately 425 linear feet of roadway subject to sharrow markings; approximately 925 linear feet of bicycle/pedestrian lane]*

3. Improvements to Cleveland Avenue Terminus:

- a. Construction of a cul-de-sac at the terminus of Cleveland Avenue, including driveway access to the Borough Pump Station, as required by Section 5.4.3 of the Redevelopment Plan.

4. Addition of Street Trees:

- a. Installation of street trees along both sides of Cleveland Avenue and at the terminus thereof in accordance with Section 5.4.5 of the Redevelopment Plan.
- b. Installation of street trees along Madison Avenue in accordance with the standards contained in Section 5.4.5.B. in the Redevelopment Plan.

5. Stormwater Management Improvements:

- a. Improvement of streetscape in the vicinity of the Project along Cleveland Avenue to address all drainage issues.
- b. Improvement of intersection of Cleveland Avenue and Madison Avenue to address all drainage issues.
- c. To mitigate stormwater runoff on site and in the vicinity of the Project, installation of rain gardens and/or other best management practices shall be incorporated into the Site Plan and landscape plan for the Project and streetscape improvements in the vicinity of the Project along Cleveland Avenue.

6. Street Lighting Improvements:

- a. Upgrade all existing fixtures and/or installment of new fixtures in order to provide adequate lighting within the vicinity of the Project along Cleveland Avenue and at the intersection of Cleveland Avenue and Madison Avenue.



**EXHIBIT 3  
COMMUNITY CENTER IMPROVEMENTS**

**Senior/Youth Center – Highland Park**

- New flooring – VCT – New colors (remove & replace)
  - Hallway – corridor \$5 x 1,128 sqft.
  - Multipurpose rooms \$5 x 3,440 sqft.
- Painting throughout \$3.50 x 7,495 sqft.
- Redo food pantry – maximize floor space using existing shelving
- New carpets in Administration area/TV lounge (56 x 20) \$5 x 1,120 sqft.

**EXHIBIT 4**  
**REDEVELOPER OWNERSHIP STRUCTURE**

433 Cleveland Avenue, LLC, a New Jersey limited liability company, is owned by:

| Name            | Ownership Percentage |
|-----------------|----------------------|
| A. Joseph Stern | 99%                  |
| Rochelle Stern  | 1%                   |

**EXHIBIT 5**  
**FORM OF DECLARATION OF PROJECT COVENANTS**

**BOROUGH OF HIGHLAND PARK  
NO. 7-20-215**

**RESOLUTION OF THE BOROUGH COUNCIL  
OF THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY,  
NEW JERSEY OBJECTING TO THE PRESENCE OF  
FEDERAL POLICE OR MILITARY FORCES IN THE  
CITY OF PORTLAND, OREGON AND CONDEMNING  
THE ARREST AND DETENTION OF INNOCENT CITIZENS  
IN DIRECT VIOLATION OF CONSTITUTIONAL RIGHTS.**

**WHEREAS**, on or about Saturday evening, July 18, 2020, news was circulated *via* smartphone videos from Portland, Oregon, that uniformed Federal Police or military forces who were not displaying organizational identification, unit markings or names were detaining innocent peaceful protestors in the City of Portland, Oregon without probable cause and without advising those protestors of why they were being arrested; and,

**WHEREAS**, on or about Saturday evening, July 18, 2020, it was also reported *via* smartphone videos from Portland, Oregon, that uniformed Federal Police or military forces who were not displaying organizational identification, unit markings or names were placing those innocent peaceful protestors who were detained without cause or charges into unmarked civilian vehicles and removing them to unknown locations; and,

**WHEREAS**, on or about Saturday evening, July 18, 2020, it was also reported *via* smartphone videos from Portland, Oregon, that uniformed Federal Police or military forces who were not displaying organizational identification, unit markings or names were detaining those innocent peaceful protestors indefinitely and without a notice of the charges against them or in conformance with other Constitutionally guaranteed civil rights; and,

**WHEREAS**, thousands of residents of the Borough of Highland Park have participated in various peaceful rallies, protests, marches and demonstrations without incident in support of various causes, and the Borough of Highland Park supports the right of peaceful free assembly and protest, freedom of speech, and the protection of constitutionally guaranteed rights for all; and,

**WHEREAS**, the Borough of Highland Park has previously adopted a Resolution decrying the practice of Federal ICE agents deputizing local police forces and individual police officers to assist in arrests of immigrants without judicial process, and directed that the Highland Park Police Department shall not cooperate or supply any information to any ICE agent or agency without signed judicial process; and,

**WHEREAS**, the Borough of Highland Park strongly objects to any use of unmarked, unidentified Federal Police, military forces, or any other use of force of any kind, to intimidate, discourage, detain, arrest, incarcerate or forcibly interfere with any peaceful protest for any reason; and,

**WHEREAS**, the Borough of Highland Park demands that the elected Federal representatives of the citizens of the State of New Jersey immediately condemn the above actions of unmarked and unidentified Federal Police or military forces to intimidate and detain peaceful protestors who support any cause or reason in flagrant violation of constitutionally guaranteed civil rights, and pass all such laws to immediately terminate the same; and,

**WHEREAS**, the Borough of Highland Park wishes to demonstrate its solidarity with the Mayor of the City of Portland, Oregon and the Governor of the State of Oregon in objecting to such illegal and unconstitutional invasions and violations of constitutionally guaranteed civil rights and demanding the immediate removal of unmarked and unidentified Federal police or military forces from the City of Portland:

**NOW, THEREFORE**, be it resolved:

**THAT THE BOROUGH OF HIGHLAND PARK** condemns in strongest terms the unprovoked and uninvited use of uniformed Federal Police or military forces who were not displaying organizational identification, unit markings or names to detain innocent peaceful protestors in the City of Portland, Oregon without probable cause and without advising those protestors of why they were being arrested, placing them in unmarked civilian vehicles and removing them to unknown locations, detaining them indefinitely and without a notice of the charges against them or in conformance with other constitutionally guaranteed civil rights; and,

**THAT THE BOROUGH OF HIGHLAND PARK** recognizes the rights of its residents to participate in various peaceful rallies, protests, marches and demonstrations without incident in support of various causes, and the Borough of Highland Park supports the right of peaceful free assembly and protest, freedom of speech, and the protection of constitutionally guaranteed rights for all; and,

**THAT THE BOROUGH OF HIGHLAND PARK** hereby directs that the Highland Park Police Department shall not cooperate with any unmarked and unidentified Federal Police or military units in arrests of peaceful protestors without direct orders from the New Jersey Attorney General and/or the Middlesex County Prosecutor, and shall not cooperate or supply any information to any unmarked and unidentified Federal Police or military units without signed judicial process; and,

**THAT THE BOROUGH OF HIGHLAND PARK** strongly encourages that the elected Federal representatives of the citizens of the State of New Jersey immediately condemn the above actions of unmarked and unidentified Federal Police or military forces to intimidate and detain peaceful protestors who support any cause or reason in flagrant violation of constitutionally guaranteed civil rights, and pass all such laws to immediately terminate the same; and,

**THAT THE BOROUGH OF HIGHLAND PARK** expresses its solidarity with the Mayor of the City of Portland, Oregon and the Governor of the State of Oregon in objecting to such illegal and unconstitutional invasions and violations of constitutionally guaranteed constitutional rights and demanding the immediate removal of unmarked and unidentified Federal police or military forces from the City of Portland; and,

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be immediately forwarded to all elected Federal and State Officials in the State of New Jersey; our Governor, Phil Murphy; Governor Kate Brown of the State of Oregon; and Mayor Ted Wheeler of the City of Portland Oregon.

ADOPTED: July 21, 2020

ATTEST:

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Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21<sup>st</sup> day of July, 2020.

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Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

| Council Member | Ayes | Nays | Abstain | Absent |
|----------------|------|------|---------|--------|
| Fine           |      |      |         |        |
| Foster-Dublin  |      |      |         |        |
| George         |      |      |         |        |
| Hale           |      |      |         |        |
| Kim-Chohan     |      |      |         |        |
|                |      |      |         |        |