

BOROUGH OF HIGHLAND PARK  
REGULAR MEETING  
AUGUST 3, 2021 – 7:00 PM

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:

Dial-in: 1-929-205-6099

Webinar ID: 960 0300 0684

By Computer, Smart Phone or Tablet:

Web Link: <https://zoom.us/j/96003000684>

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**

\* 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. Agenda Questions by Council Members.
5. Honors, Awards and Presentations.  
Presentation by Women Aware CEO Phyllis Yonta.
6. Approval of Minutes.

- 6.a **MOTION** to approve minutes of the Regular/Work Session Meetings held June 1, 2021 and June 15, 2021, as distributed.

**ROLL CALL VOTE**

7. Council Reports.
8. Borough Administrator's Report.
9. Borough Attorney's Report.
10. Mayor's Report.
11. Public Participation.  
*(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).*
12. Ordinances Requiring a Second Reading.

- 12.a Clerk reports advertising Electric Scooter Ordinance for consideration of passage on final reading by title.
- a. MOTION to take up ordinance on final reading by title.
- b. Public Hearing.
- c. 8-21-188 Resolution to adopt/reject and advertise ordinance on final reading by title.
- MOTION adopt/reject** **ROLL CALL VOTE**

- 12.b Clerk reports advertising Ordinance to Terminate and Vacate a Drainage Easement for consideration of passage on final reading by title.
- a. MOTION to take up ordinance on final reading by title.
- b. Public Hearing.
- c. 8-21-189 Resolution to adopt/reject and advertise ordinance on final reading by title.
- MOTION adopt/reject** **ROLL CALL VOTE**

13. Ordinances Requiring a First Reading.
- 13.a Clerk reports introduction of the Lease Ordinance for the Capital Equipment and Improvement and Financing Program of the MCIA, for consideration of passage on first reading by title.
- a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 8-21-190)

**ROLL CALL VOTE**

- 13.b Clerk reports introduction of the Loan Ordinance for the Capital Equipment and Improvement and Financing Program of the MCIA, for consideration of passage on first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 8-21-191)

**ROLL CALL VOTE**

- 13.c Clerk reports introduction of the Downtown Redevelopment Plan for Tracts A-D, for consideration of passage on first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 8-21-192)

**ROLL CALL VOTE**

- 13.d Clerk reports introduction of the Renewable Government Energy Aggregation Ordinance Amendment, for consideration of passage on first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 8-21-193)

**ROLL CALL VOTE**

- 13.e Clerk reports introduction of the Water Meter Ordinance Amendment, for consideration of passage on first reading by title.  
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.  
(Resolution No. 8-21-194)

**ROLL CALL VOTE**

14. Consent Agenda Items - Resolutions.

**ROLL CALL VOTE**

- 14.a \*8-21-195 Resolution to Authorize Purchase of Leaf Bags.
- 14.b \*8-21-196 Resolution to Execute Interlocal Agreement with MCIA for Yard Waste Recycling.
- 14.c \*8-21-197 Resolution to Reject Bid for Purchase of Water Meters & Advance Metering Infrastructure and Replacement and Testing of Existing Meters.
- 14.d \*8-21-198 Resolution Authorizing Execution of the FY2022 Municipal Alliance Contract with the County of Middlesex.
- 14.e \*8-21-199 Resolution Authorizing Agreement for Environmental Consulting Services with Excel Environmental Resources, Inc. for Environmental Consulting Services at 1 River Road, Highland Park.
- 14.f \*8-21-200 Resolution to Amend Annual Salary Resolution.
- 14.g \*8-21-201 Resolution Authorizing a Professional Services Agreement with CME Associates for Engineering Services related to Design Phase for Woodbridge Avenue Watermain Replacement.

- 14.h \*8-21-202 Resolution Authorizing the Award of an Agreement to THA Consulting, Inc. for Parking Consultant Services.
- 14.i \*8-21-203 Resolution to Approve Combination of General Improvement and Water & Sewer Utility Bonds.
- 14.j \*8-21-204 Resolution to Apply for Neighborhood Preservation Program Grant from the NJ Department of Community Affairs.
- 14.k \*8-21-205 Resolution Amending Resolution No. 7-21-181 (Fall Tree Planting Project).
- 14.l \*8-21-206 Resolution to Donate Surplus Fire Department Gear to New Jersey Firefighters Helping Alabama Firefighters.
- 14.m \*8-21-207 Resolution to Execute VeoRide Contract.
- 14.n \*8-21-208 Resolution to Approve Bills List.

15. Resolutions requiring a Separate Reading.

16. Appointments.

Board of Adjustment

William Winfrey

Mayor's Wellness Campaign

Dr. Patricia Whitley-Williams  
 Dr. Elliot Frank  
 Dr. Keren Ebel  
 Dr. Bruce Fisher

Highland Park Volunteer Fire Department

Eli Gang  
 Carl Stremlo  
 Delaney McAvoy

**MOTION TO CONFIRM**

**ROLL CALL VOTE**

17. Second Public Participation.

*(3 minutes per speaker on any items; subject to 9PM conclusion prior to Work Session)*

18. Recess (5 minutes).

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

19.a a. Public Meetings (GBM).

20. Executive Session (if necessary).

20.a 8-21-209 Executive Session: Property Acquisition Negotiations  
Personnel

**MOTION** adopt/reject

**ROLL CALL VOTE**

21. MOTION to adjourn.

22. **Next Scheduled Meeting: Special Meeting August 17, 2021**

BOROUGH OF HIGHLAND PARK  
No. 8-21-188

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, AN ORDINANCE LICENSING ELECTRIC SCOOTERS AND AMENDING THE CODE OF THE BOROUGH OF HIGHLAND PARK BY ADDING ARTICLE V TO CHAPTER 247 OF SAID CODE, passed on final reading at this meeting be delivered to the Mayor for his/her approval, and if approved by him, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of Neptune, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 21-2025

AN ORDINANCE CONCERNING ELECTRIC SCOOTERS AND AMENDING THE "CODE OF THE BOROUGH OF HIGHLAND PARK" BY ADDING NEW SECTION 7-12.5 TO CHAPTER 7 OF SAID CODE

BE IT ORDAINED by the Council of the Borough of Highland Park, as follows:

1. Chapter 7 of the "Code of the Borough of Highland Park" which contains the general traffic requirements within the Borough of Highland Park is amended to add thereto Section 7-12.5 which shall read as follows:

**Section 7-12.5. Electric Scooters Regulations.**

The purpose of this Section is to regulate electric scooters. This section shall apply to electric scooter operations and the placement upon any street or upon any public right of way within the Borough.

**A. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

"Electric scooter" means a scooter with a floorboard that can be stood upon by the operator, with handlebars, and an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of nineteen (19) miles per hour.

"Owner" means any company, entity or individual that has ownership of an electric scooter.

"Private electric scooter" means any electric scooter owned and operated by a private individual.

"Shared electric scooter" means any electric scooter owned by a company authorized and permitted by the Borough of Highland Park to offer publicly electric scooters through a pay-per-ride or subscription program.

"User" means any person who is operating an electric scooter.

**B. Application of motor vehicle laws to electric scooters.**

Every person riding an electric scooter within the Borough of Highland Park shall be granted all the rights and shall be subject to all the duties applicable to the driver of a vehicle by the laws of this state including the provisions of Chapter 4 of Title 39 of the New Jersey Revised Statutes applicable to bicycles as defined in N.J.S. 39:4-10 and the traffic provisions of this Code applicable to the driver of a vehicle, except as to special regulations in this Section and except as to those provisions of laws and ordinances which by their nature are inapplicable to such persons.

**C. Electric scooter rules and regulations.**

Rules and regulations shall pertain to electric scooters and their operation within the Borough:

- (1) Obedience to Traffic Control Devices.
  - (a) Any person operating an electric scooter shall comply with New Jersey Statutes, including Chapter 4 of Title 39 of the Revised Statutes, Rules and Regulations applicable to bicycles as defined in N.J.S. 39:4-10.
- (2) Reserved.
- (3) User Age Restrictions. Electric scooter operators should follow manufacturer's recommendation regarding age of rider.
- (4) Helmet Requirements. Electric scooter operators under the age of seventeen (17) must wear a helmet per N.J.S. 39:40-10.1.
- (5) Manner of Riding. No electric scooter shall be used to carry more persons at one time than the number for which it is designed and equipped.
- (6) Speed Restrictions. No person shall operate an electric scooter at a speed greater than is reasonable and prudent under the condition then and there existing provided it does not exceed nineteen (19) miles per hour.
- (7) Reserved.
- (8) Riding on Sidewalks.
  - (a) No person shall ride an electric scooter upon a sidewalk.
  - (b) Any person traveling on the sidewalk with an electric scooter shall dismount before entering the sidewalk throughway and walk the electric scooter along the sidewalk.
  - (c) No person shall start or stop an electric scooter trip on the sidewalk.
- (9) Carrying Articles. No person operating an electric scooter shall carry any package, bundle, or article, which prevents the user from keeping both hands upon the handlebars.

(10)Reserved.

(11)Lamps and Equipment on Electric Scooters.

- (a) Electric scooters in use at nighttime shall be equipped with a lamp on the front which shall emit a white light visible from a distance of at least five hundred (500) feet to the front with a lamp emitting a red light visible from a distance of five hundred (500) feet to the rear.
- (b) Electric scooters shall be equipped with a kickstand to prevent them from toppling over when parked.

(12)Electric Scooter Parking/Placement.

- (a) Private electric scooters are permitted to be secured at municipal bicycle racks for up to four consecutive days without being utilized.
- (b) Private electric scooters may be attached or secured to the bicycle rack. No person shall attach or secure an electric scooter to any fixed object not suited for electric scooter parking or typically used for bicycle parking.
- (c) Electric scooters shall be parked in designated electric scooter parking areas if they are available and advertised as such by either signage, pavement markings or racks.
- (d) No person or owner shall leave an electric scooter lying on or standing upon the sidewalk or any portion of the Borough's right-of-way as to hinder or impede pedestrian access.

(13)Abandonment of Electric Scooters.

- (a) An electric scooter may be deemed abandoned by the Borough if:
  - i. It has been parked for a period of forty-eight (48) or more consecutive hours except in designated bicycle racks and approved marked areas;
  - ii. It appears visually to be in a state of prolonged disuse such that it has deflated tires, damaged or missing equipment making it inoperable, accumulated debris associated with it;  
OR
  - iii. It is parked, placed or left on a roadway or in any public right-of-way in violation of this chapter.
- (b) It shall be unlawful for any person, user or owner to abandon any electric scooter within the Borough.
- (c) In the event that electric scooter is deemed to be abandoned as defined herein, the Borough's Department of Public Works, the Police Department or the Department of Code Enforcement shall have the authority to seize and impound same pursuant to this Section and that it will be removed.

(14)Shared Electric Scooter Rental Restriction. The shared electric scooter user shall be the same person who made the rental reservation. No person shall rent a shared electric scooter for another user.

(15)Electric Scooter Charging. No electric scooter battery shall be recharged in the public right-of-way without prior written authorization from the Borough.

(16)Electric Scooter Disposal. All electric scooters shall be disposed of in a manner in accordance with state and federal regulations as they related to hazardous materials disposal.

(17)All operators of electric scooters shall certify once (at the time of sign-up for an electric scooter program prior to riding), that they have read the state law (N.J.S.A. 39:1-1 et seq.) and the herein ordinance governing electric scooter use.

(18)Electric scooters shall only be operated on bicycle paths and roadways in public parks.

**D. Violations and penalties.**

- (1) Except as detailed below, in the event that any user or owner violates the terms of this Section, the violator shall be subject to a fine in the Municipal Court of the Borough of Highland Park in an amount of one hundred dollars (\$100.00) for a non-moving violation. No court appearance shall be required for this violation.
- (2) If the offense involves a moving violation under Title 39, then the violation shall be subject to appropriate Title 398 penalties as determined by the Municipal Court Magistrate.

**E. Voluntary personal scooter registration.**

Any resident of the Borough that desires to voluntarily register their privately owned person electric scooter may do so with the Highland Park Police Department.



2. **Severability.**

If any section, paragraph, subsection, clause or provision of this Section shall be judged by the Courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and the remained of this Section shall be valid and enforceable.

3. **Effective Date.**

This ordinance shall take effect upon final adoption and publication as required by law.

Introduced and passed on first  
reading: July 6, 2021

ADOPTED: August 3, 2021

ATTEST:

APPROVED: August 3, 2021

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Joan Hullings, Borough Clerk

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Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK  
No. 8-21-1898

RESOLUTION: Public Works and Public Utilities Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, TERMINATING AND VACATING A DRAINAGE EASEMENT ON BLOCK 2001 (FORMERLY BLOCK 75), LOT 15.02, BOROUGH OF HIGHLAND PARK TAX MAP, passed on final reading at this meeting be delivered to the Mayor for his/her approval, and if approved by him, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of Neptune, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

**BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 21-2026**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX  
TERMINATING AND VACATING A DRAINAGE EASEMENT ON BLOCK 2001 (FORMERLY  
BLOCK 75), LOT 15.02 BOROUGH OF HIGHLAND PARK TAX MAP**

**WHEREAS**, Highland Park has received a request to vacate the following drainage easement dated February 7, 2000 on Block 2001 (formerly Block 75), Lot 15.02 Borough of Highland Park Tax Map and described as follows and as recorded in the Office of the Middlesex County Clerk in Deed Book 4742, Page 625 on February 7, 2000:

Beginning at a point, said point lying the following 2 courses from a point marking the intersection of the southerly right-of-way line of Sullivan Way (R.O.W. varies) with the common lot line between lots 15.02 and 15.03 in Block 75; thence

- A. South 89 degrees 15 minutes 00 seconds West, along said right-of-way line, a distance of 55.74 feet to a point; thence
- B. North 82 degrees 42 minutes 00 seconds West, along said right-of-way line, a distance of 14.20 feet to the point or place of BEGINNING; thence
- 1. South 04 degrees 44 minutes 21 seconds East a distance of 136.45 feet to a point; thence
- 2. South 39 degrees 11 minutes 00 seconds East a distance of 229.72 feet to a point; thence
- 3. South 50 degrees 49 minutes 00 seconds West a distance of 30.00 feet to a point; thence
- 4. North 39 degrees 11 minutes 00 seconds West a distance of 221.34 feet to a point; thence
- 5. North 04 degrees 44 minutes 21 seconds West a distance of 164.59 feet to a point in the southerly right-of-way line of Sullivan Road; thence
- 6. South 82 degrees 42 minutes 00 seconds East, along said southerly right-of-way line a distance of 20.45 feet to the point or place of BEGINNING.

The above-described parcel contains 0.22 Ac. more or less. All as shown on a map entitled "Colonial Homes – Drainage Easement Map" prepared by Menlo Engineering Associates, Inc.; job no. 8958; drawing no. ESMT-1; dated February 18, 1997.

**WHEREAS**, the current owners of Block 2001 (formerly Block 75), Lot 15.02 have provided an alternate easement area which has been reviewed and approved by the Borough of Highland Park Engineer; and

**WHEREAS**, the New Jersey Local Land and Buildings Law, N.J.S.A. 40A:12-5(b) permits the relinquishment of an interest in real property no longer needed for its original public purpose.

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

- 1. The above-described drainage easement is hereby terminated and vacated.
- 2. The Borough of Highland Park hereby authorizes the Mayor and Municipal Clerk to execute a termination of drainage easement by general release with regard to the above-described easement on Block 2001 (formerly Block 75), Lot 15.02 Borough of Highland Park Tax Map.
- 3. This Ordinance shall take effect upon its passage and publication as provided for by law.

Introduced on first reading  
by title: July 6, 2021

ADOPTED: August 3, 2021  
ATTEST:

APPROVED: August 3, 2021

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

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

BOROUGH OF HIGHLAND PARK  
NO. 8-21-190

RESOLUTION: Finance Committee

WHEREAS, an Ordinance entitled, **ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LEASE AND AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2021 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, 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, September 14, 2021 at 7:00 PM, for the purpose of considering said Ordinance on final passage.

BE IT FURTHER RESOLVED that 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 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: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

**ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LEASE AND AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2021 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

**WHEREAS**, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

**WHEREAS**, the Authority has determined to issue its revenue bonds for the purpose of financing the lease of certain items of capital equipment to various municipalities located in the County of Middlesex in the State of New Jersey (the "County") including the County (the "2021 Program"); and

**WHEREAS**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2021 Program and to lease various items of capital equipment (the "Equipment") from the Authority for use by various departments within the Municipality; and

**WHEREAS**, there has been prepared and submitted to the Municipality the form of the Lease and Agreement (the "Lease"), to be entered into by and between the Authority and the Municipality, which Lease has been approved by the Authority and which is attached hereto as Exhibit A, providing for the acquisition and leasing of certain Equipment from the Authority, which Equipment is described in Exhibit B attached hereto and incorporated by reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Lease.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

**Section 1.** Pursuant to section 78 of the County Improvement Authorities Law, N.J.S.A. 40:48-1 et seq., the Municipality is hereby authorized and directed to enter into and implement the provisions of the Lease, which Lease provides for the leasing by the Municipality of certain Equipment acquired with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2021 (the "Bonds") to be issued by the Authority under a resolution of the Authority to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Lease, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

**Section 2.** The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Lease authorized by this ordinance, including without limitation, (i) all Basic Rent and other Rent obligations of the Municipality under the Lease, including Authority Administrative Expenses and Additional Rent, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Lease pursuant to the County Guaranty, including County Guaranty Costs and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Lease and the County Guaranty ((i), (ii) and (iii) collectively, the "Lease Payment Obligation"). The Lease Payment Obligation under the Lease shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated

to levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the Municipality for the payment of the Lease Payment Obligation under the Lease without limitation as to rate or amount.

**Section 3.** The Mayor or other duly Authorized Municipal Representative (as defined in the Lease) is hereby authorized and directed to execute the Lease on behalf of the Municipality in the form as attached hereto in Exhibit A and the Clerk of the Municipality is hereby authorized and directed to attest to such signature and affix the seal of the Municipality thereto and the Lease is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Lease.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(1) The maximum Lease Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority shall not exceed the sum necessary to (a) acquire the Municipality's Equipment described in Exhibit B attached hereto which will be subject to the Lease, (b) pay principal of and interest on the Bonds allocated to the Municipality and used to acquire the Municipality's Equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Rent, County Guaranty Costs and all other amounts required to be paid by the Municipality under the Lease.

(2) The Bonds allocated to the Municipality's various improvements and items of equipment shall mature within six (6) years from the date of issue.

(3) The Lease Payment Obligation authorized herein shall remain effective until the Municipality's share of the Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Lease have been satisfied, notwithstanding the occurrence of any other event, including but not limited to the termination of the Lease with respect to some or all of the Equipment leased thereunder.

(4) The Equipment described in Exhibit B are hereby approved to be leased from the Authority in accordance with the terms of the Lease, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

**Section 5.** To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Lease. The Mayor, Clerk, Chief Financial Officer or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Official Statement of the Authority and the preliminary form thereof to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

**Section 6.** The Mayor, Clerk, Chief Financial Officer or Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Lease, the leasing of the Equipment which is to be the subject of the Lease, and all related transactions contemplated by this ordinance.

**Section 7.** Upon the payment of all amounts referenced in Section 4(3) herein, the full faith and credit pledge of the Municipality as to its Lease Payment Obligations authorized herein shall cease to exist.

**Section 8.** The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

**Section 9.** This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

**ADOPTED ON FIRST READING**  
**DATED: August 3, 2021**

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**JOAN HULLINGS,**  
**Clerk of the Borough of Highland Park**

**ADOPTED ON SECOND READING**  
**DATED: \_\_\_\_\_, 2021**

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**JOAN HULLINGS,**  
**Clerk of the Borough of Highland Park**

## EXHIBIT A

### ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LEASE AND AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY RELATING TO THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2021 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY

**WHEREAS**, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

**WHEREAS**, the Authority has determined to issue its revenue bonds for the purpose of financing the lease of certain items of capital equipment to various municipalities located in the County of Middlesex in the State of New Jersey (the "County") including the County (the "2021 Program"); and

**WHEREAS**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2021 Program and to lease various items of capital equipment (the "Equipment") from the Authority for use by various departments within the Municipality; and

**WHEREAS**, there has been prepared and submitted to the Municipality the form of the Lease and Agreement (the "Lease"), to be entered into by and between the Authority and the Municipality, which Lease has been approved by the Authority and which is attached hereto as Exhibit A, providing for the acquisition and leasing of certain Equipment from the Authority, which Equipment is described in Exhibit B attached hereto and incorporated by reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Lease.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

**Section 1.** Pursuant to section 78 of the County Improvement Authorities Law, N.J.S.A. 40:48-1 et seq., the Municipality is hereby authorized and directed to enter into and implement the provisions of the Lease, which Lease provides for the leasing by the Municipality of certain Equipment acquired with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2021 (the "Bonds") to be issued by the Authority under a resolution of the Authority to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Lease, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

**Section 2.** The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Lease authorized by this ordinance, including without limitation, (i) all Basic Rent and other Rent obligations of the Municipality under the Lease, including Authority Administrative Expenses and Additional Rent, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Lease pursuant to the County Guaranty, including County Guaranty Costs and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Lease and the County Guaranty ((i), (ii) and (iii) collectively, the "Lease Payment Obligation"). The Lease Payment Obligation under the Lease shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the



Municipality for the payment of the Lease Payment Obligation under the Lease without limitation as to rate or amount.

**Section 3.** The Mayor or other duly Authorized Municipal Representative (as defined in the Lease) is hereby authorized and directed to execute the Lease on behalf of the Municipality in the form as attached hereto in Exhibit A and the Clerk of the Municipality is hereby authorized and directed to attest to such signature and affix the seal of the Municipality thereto and the Lease is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Lease.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(1) The maximum Lease Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority shall not exceed the sum necessary to (a) acquire the Municipality's Equipment described in Exhibit B attached hereto which will be subject to the Lease, (b) pay principal of and interest on the Bonds allocated to the Municipality and used to acquire the Municipality's Equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Rent, County Guaranty Costs and all other amounts required to be paid by the Municipality under the Lease.

(2) The Bonds allocated to the Municipality's various improvements and items of equipment shall mature within six (6) years from the date of issue.

(3) The Lease Payment Obligation authorized herein shall remain effective until the Municipality's share of the Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Lease have been satisfied, notwithstanding the occurrence of any other event, including but not limited to the termination of the Lease with respect to some or all of the Equipment leased thereunder.

(4) The Equipment described in Exhibit B are hereby approved to be leased from the Authority in accordance with the terms of the Lease, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

**Section 5.** To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Lease. The Mayor, Clerk, Chief Financial Officer or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Official Statement of the Authority and the preliminary form thereof to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

**Section 6.** The Mayor, Clerk, Chief Financial Officer or Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Lease, the leasing of the Equipment which is to be the subject of the Lease, and all related transactions contemplated by this ordinance.

**Section 7.** Upon the payment of all amounts referenced in Section 4(3) herein, the full faith and credit pledge of the Municipality as to its Lease Payment Obligations authorized herein shall cease to exist.

**Section 8.** The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

**Section 9.** This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

**ADOPTED ON FIRST READING**

**DATED: August 3, 2021**

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**JOAN HULLINGS**

**Clerk of the Borough of Highland Park**

**ADOPTED ON SECOND READING**

**DATED: \_\_\_\_\_, 2021**

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**JOAN HULLINGS**

**Clerk of the Borough of Highland Park**

**Middlesex County Improvement Authority**  
**2021 Capital Equipment and Improvement Financing Program**  
**Project List**  
**Highland Park Borough**

<u>Project</u>	<u>Est. Cost</u>	<u>Useful Life</u>
<b><u>Loan</u></b>		
Street Sweeper	\$215,000.00	10 Years
<b><u>Lease</u></b>		
Police Utility Interceptor	\$165,000.00	10 Years
Ford F-350	\$40,000.00	5 Years
Chevy Malibu Hybrid	\$40,000.00	5 Years
<b>Loan Total:</b>	<b>\$215,000.00</b>	
<b>Lease Total:</b>	<b>\$245,000.00</b>	
<b>Combined Total:</b>	<b>\$460,000.00</b>	

BOROUGH OF HIGHLAND PARK  
NO. 8-21-191

RESOLUTION: Finance Committee

WHEREAS, an Ordinance entitled, **LOAN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2021 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$215,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2021 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**, 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, September 14, 2021 at 7:00 PM, for the purpose of considering said Ordinance on final passage.

BE IT FURTHER RESOLVED that 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 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: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 21-

**LOAN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2021 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$215,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2021 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

**WHEREAS**, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

**WHEREAS**, the Authority has determined to issue its revenue bonds for the purpose of financing the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County of Middlesex, State of New Jersey (the "County"), including the County and the Authority (the "2021 Program"); and

**WHEREAS**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2021 Program and to finance various capital improvements and acquire and install certain capital equipment through the Authority; and

**WHEREAS**, there has been prepared and submitted to the Municipality the form of the Loan and Security Agreement (the "Loan Agreement"), to be entered into by and between the Authority and the Municipality, which Loan Agreement has been approved by the Authority and which is attached hereto as Exhibit A, providing for the financing of various capital improvements and the acquisition and installation of certain capital equipment through the Authority, which improvements and items of equipment are described in Exhibit B attached hereto and incorporated by this reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Loan Agreement.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring), **AS FOLLOWS:**

**Section 1.** (a) The various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached to this loan ordinance and by this reference made a part hereof are hereby authorized as general capital improvements or purposes to be undertaken by the Municipality. For financing such improvements, purposes or loan, there is hereby appropriated the not to exceed sum of \$230,000.

(b) For the financing of the general capital improvements, purposes or loan and to provide monies to fund the not to exceed \$230,000 appropriation, a loan from the Authority to the Municipality is hereby authorized in a not to exceed amount of \$230,000 pursuant to the County Improvement Authorities Law and the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law").

(c) The general capital improvements hereby authorized and the purposes for which the above-described loan is authorized are the various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto.

(d) The estimated maximum amount of the loan for the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto is \$230,000.

(e) The estimated cost of said general capital improvements or purposes is \$215,000, with a not to exceed amount of \$230,000, which not to exceed amount includes all costs of issuance and items of expense listed in and permitted under section 20 of the Local Bond Law.

**Section 2.** Pursuant to the County Improvement Authorities Law and N.J.S.A. 40:23-1 et seq., the Municipality is hereby authorized and directed to enter into and perform the Loan Agreement, which Loan Agreement provides for various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality to be financed with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2021 (the "Bonds") to be issued by the Authority under a resolution to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Loan Agreement, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

**Section 3.** The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Loan Agreement authorized by this ordinance, including without limitation, (i) all Basic Loan Payments and Loan Payments obligations of the Municipality under the Loan Agreement, including Authority Administrative Expenses and Additional Loan Payments, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Loan Agreement pursuant to the County Guaranty, including County Guaranty Costs, and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Loan Agreement and the County Guaranty ((i), (ii) and (iii) collectively, the "Loan Payment Obligation"). The Loan Payment Obligation under the Loan Agreement shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Municipality for the payment of the Loan Payment Obligation thereunder without limitation as to rate or amount.

An Authorized Municipal Representative (as defined in the Loan Agreement) is hereby authorized and directed to execute the Loan Agreement on behalf of the Municipality in the form as attached hereto in Exhibit A, along with any of the aforesaid necessary changes, and the Clerk of the Municipality is hereby authorized to attest to such signature and affix the seal of the Municipality thereto and the Loan Agreement is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Loan Agreement.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(a) The maximum Loan Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority, shall not exceed the sum necessary to (a) undertake the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and described in Exhibit B, (b) pay interest on the Authority's Bonds allocated to the Municipality's various capital improvements and items of equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Loan Payments, County

Guaranty Costs and all other amounts required to be paid by the Municipality under the Loan Agreement, as and if applicable.

(b) The Bonds shall mature no later than six (6) years from the date of issue.

(c) The Loan Payment Obligation authorized herein shall remain effective until all the Authority's Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Loan Agreement have been satisfied, notwithstanding the occurrence of any other event.

(d) The various capital improvements and items of equipment described in Exhibit B attached hereto are hereby approved to be undertaken and financed through the Authority in accordance with the terms of the Loan Agreement, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

(e) The average period of usefulness of the various capital improvements and items of equipment described in Exhibit B attached hereto within the limitations of the Local Bond Law, according to the reasonable useful life thereof computed from the dated date of the loan authorized by this loan ordinance, shall not exceed ten (10) years.

(f) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Municipality and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Municipality as defined in the Local Bond Law is increased by the authorization of the loan provided for in this loan ordinance by \$230,000 and the said loan authorized by this loan ordinance will be within all debt limitations prescribed by the Local Bond Law.

(g) An aggregate amount not exceeding \$57,500 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the various capital improvements and items of equipment described in Exhibit B attached hereto.

**Section 5.** To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Loan Agreement. The Mayor, Clerk, Chief Financial Officer or any other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Preliminary and Final Official Statements of the Authority to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

**Section 6.** The Mayor, Clerk, Chief Financial Officer of the Municipality or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Loan Agreement, the undertaking of the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and all related transactions contemplated by this ordinance.

**Section 7.** Upon the payment of all amounts referenced in Section 4(c) herein, the full faith and credit pledge of the Municipality as to its Loan Payment Obligation authorized herein shall cease to exist.

**Section 8.** The capital budget of the Municipality is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs is on file with the Clerk of the Municipality and is available for public inspection.

**Section 9.** The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

**Section 10.** The Municipality reasonably expects to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance and paid prior to the entering into of the loan authorized by this loan ordinance with the proceeds of such loan. This Section 10 is intended to be and hereby is a declaration of the Municipality's official intent to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance to be incurred and paid prior to entering into of the loan authorized herein all in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder.

**Section 11.** The Clerk of the Municipality is hereby authorized and directed to cause the publication of the text of this ordinance in full after introduction and final adoption in accordance with applicable law and to arrange for the public hearing thereon and final adoption thereof.

**Section 12.** This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

**ADOPTED ON FIRST READING**

**DATED: August 3, 2021**

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**JOAN HULLINGS,  
Clerk of the Borough of Highland Park**

**ADOPTED ON SECOND READING**

**DATED: \_\_\_\_\_, 2021**

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**JOAN HULLINGS,  
Clerk of the Borough of Highland Park**





## EXHIBIT A

**LOAN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY APPROVING AND AUTHORIZING THE ENTERING INTO, EXECUTION AND DELIVERY OF A LOAN AND SECURITY AGREEMENT WITH THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY FOR THE UNDERTAKING OF VARIOUS 2021 CAPITAL IMPROVEMENTS AND THE ACQUISITION AND INSTALLATION, AS APPLICABLE, OF VARIOUS EQUIPMENT WITH AN ESTIMATED COST OF \$215,000, THE COST OF SUCH IMPROVEMENTS AND EQUIPMENT TO BE FINANCED THROUGH THE ISSUANCE OF COUNTY-GUARANTEED CAPITAL EQUIPMENT AND IMPROVEMENT REVENUE BONDS, SERIES 2021 OF THE MIDDLESEX COUNTY IMPROVEMENT AUTHORITY**

**WHEREAS**, the Middlesex County Improvement Authority (the "Authority") is authorized to issue its bonds pursuant to the provisions of the County Improvement Authorities Law, chapter 183 of the Laws of New Jersey of 1960, as amended and supplemented (N.J.S.A. 40:37A-44 et seq.) (the "County Improvement Authorities Law"), and other applicable provisions of law; and

**WHEREAS**, the Authority has determined to issue its revenue bonds for the purpose of financing the various capital improvements to be undertaken by and the acquisition, installation and, as applicable, subsequent leasing of certain capital equipment, including but not limited to police and passenger vehicles, to various governmental entities within the County of Middlesex, State of New Jersey (the "County"), including the County and the Authority (the "2021 Program"); and

**WHEREAS**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Municipality") has determined to participate in the 2021 Program and to finance various capital improvements and acquire and install certain capital equipment through the Authority; and

**WHEREAS**, there has been prepared and submitted to the Municipality the form of the Loan and Security Agreement (the "Loan Agreement"), to be entered into by and between the Authority and the Municipality, which Loan Agreement has been approved by the Authority and which is attached hereto as Exhibit A, providing for the financing of various capital improvements and the acquisition and installation of certain capital equipment through the Authority, which improvements and items of equipment are described in Exhibit B attached hereto and incorporated by this reference herein. All terms used herein and not otherwise defined shall have the same meanings ascribed to such terms under the Loan Agreement.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE GOVERNING BODY OF THE «FIELD8» OF «FIELD9», IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY** (not less than two-thirds of all members thereof affirmatively concurring), **AS FOLLOWS:**

**Section 1.** (a) The various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached to this loan ordinance and by this reference made a part hereof are hereby authorized as general capital improvements or purposes to be undertaken by the Municipality. For financing such improvements, purposes or loan, there is hereby appropriated the not to exceed sum of \$230,000.

(b) For the financing of the general capital improvements, purposes or loan and to provide monies to fund the not to exceed \$230,000 appropriation, a loan from the Authority to the Municipality is hereby authorized in a not to exceed amount of \$230,000 pursuant to the County Improvement Authorities Law and the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law").

(c) The general capital improvements hereby authorized and the purposes for which the above-described loan is authorized are the various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto.

(d) The estimated maximum amount of the loan for the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality described in Exhibit B attached hereto is \$230,000.

(e) The estimated cost of said general capital improvements or purposes is \$215,000, with a not to exceed amount of \$230,000, which not to exceed amount includes all costs of issuance and items of expense listed in and permitted under section 20 of the Local Bond Law.

**Section 2.** Pursuant to the County Improvement Authorities Law and N.J.S.A. 40:23-1 et seq., the Municipality is hereby authorized and directed to enter into and perform the Loan Agreement, which Loan Agreement provides for various capital improvements to be undertaken and the acquisition and installation, as applicable, of certain items of equipment by the Municipality to be financed with the proceeds of County-Guaranteed Capital Equipment and Improvement Revenue Bonds, Series 2021 (the "Bonds") to be issued by the Authority under a resolution to be adopted by the Authority entitled, "Resolution of the Middlesex County Improvement Authority Authorizing the Issuance of County-Guaranteed Capital Equipment and Improvement Revenue Bonds" (the "General Bond Resolution"). The Loan Agreement, in the form submitted herewith in Exhibit A (a copy of which is on file in the office of the Clerk of the Municipality), is hereby approved with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Municipality and bond counsel to the Authority and the County.

**Section 3.** The full faith and credit of the Municipality are hereby pledged to the punctual payment of the obligations set forth in the Loan Agreement authorized by this ordinance, including without limitation, (i) all Basic Loan Payments and Loan Payments obligations of the Municipality under the Loan Agreement, including Authority Administrative Expenses and Additional Loan Payments, (ii) all amounts due and owing to the County as a result of payments made by the County on behalf of the Municipality under the Loan Agreement pursuant to the County Guaranty, including County Guaranty Costs, and (iii) all direct and indirect costs of the Authority and the County related to the enforcement of the Loan Agreement and the County Guaranty ((i), (ii) and (iii) collectively, the "Loan Payment Obligation"). The Loan Payment Obligation under the Loan Agreement shall be a direct, unlimited and general obligation of the Municipality, not subject to annual appropriation by the Municipality pursuant to the County Improvement Authorities Law, and unless paid from other sources, the Municipality shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Municipality for the payment of the Loan Payment Obligation thereunder without limitation as to rate or amount.

An Authorized Municipal Representative (as defined in the Loan Agreement) is hereby authorized and directed to execute the Loan Agreement on behalf of the Municipality in the form as attached hereto in Exhibit A, along with any of the aforesaid necessary changes, and the Clerk of the Municipality is hereby authorized to attest to such signature and affix the seal of the Municipality thereto and the Loan Agreement is authorized to be delivered to the Authority. All representatives, officials and employees of the Municipality are hereby authorized and directed to enforce and to implement provisions of the Loan Agreement.

**Section 4.** The following additional matters are hereby determined, declared, recited and stated:

(a) The maximum Loan Payment Obligation for which the Municipality shall be obligated hereunder, which, *inter alia*, will be used for the payment of principal of and interest on the Bonds of the Authority, shall not exceed the sum necessary to (a) undertake the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and described in Exhibit B, (b) pay interest on the Authority's Bonds allocated to the Municipality's various capital improvements and items of equipment, and (c) pay the Municipality's share of the costs of issuance, Authority Administrative Expenses, Additional Loan Payments, County Guaranty Costs and all other amounts required to be paid by the Municipality under the Loan Agreement, as and if applicable.

(b) The Bonds shall mature no later than six (6) years from the date of issue.

(c) The Loan Payment Obligation authorized herein shall remain effective until all the Authority's Bonds shall have been paid in full in accordance with their terms and/or when all obligations of the Municipality under the Loan Agreement have been satisfied, notwithstanding the occurrence of any other event.

(d) The various capital improvements and items of equipment described in Exhibit B attached hereto are hereby approved to be undertaken and financed through the Authority in accordance with the terms of the Loan Agreement, with such changes, amendments or modifications as may be approved by counsel or bond counsel to the Authority.

(e) The average period of usefulness of the various capital improvements and items of equipment described in Exhibit B attached hereto within the limitations of the Local Bond Law, according to the reasonable useful life thereof computed from the dated date of the loan authorized by this loan ordinance, shall not exceed ten (10) years.

(f) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Municipality and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, and such statement shows that the gross debt of the Municipality as defined in the Local Bond Law is increased by the authorization of the loan provided for in this loan ordinance by \$230,000 and the said loan authorized by this loan ordinance will be within all debt limitations prescribed by the Local Bond Law.

(g) An aggregate amount not exceeding \$57,500 for items of expense listed in and permitted under section 20 of the Local Bond Law is included in the estimated cost indicated herein for the various capital improvements and items of equipment described in Exhibit B attached hereto.

**Section 5.** To the extent the Municipality is an "Obligated Person" (as defined under the Rule (as hereinafter defined)), the Municipality hereby agrees to comply with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, including the secondary market disclosure requirements contained therein, and agrees to covenant to such compliance in the Loan Agreement. The Mayor, Clerk, Chief Financial Officer or any other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver a Continuing Disclosure Agreement, approve and "deem final" the Preliminary and Final Official Statements of the Authority to the extent the information contained therein relates to the Municipality and to execute and deliver all certificates, documents and agreements to the Authority in connection therewith and to file budgetary, financial and operating data of the Municipality on an annual basis and notices of certain enumerated events as required to comply with and in accordance with the provisions of the Rule.

**Section 6.** The Mayor, Clerk, Chief Financial Officer of the Municipality or other Authorized Municipal Representative are each hereby authorized and directed to execute and deliver any and all certificates, documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the execution and delivery of the Loan Agreement, the undertaking of the various capital improvements and the acquisition and installation, as applicable, of certain items of equipment by the Municipality and all related transactions contemplated by this ordinance.

**Section 7.** Upon the payment of all amounts referenced in Section 4(c) herein, the full faith and credit pledge of the Municipality as to its Loan Payment Obligation authorized herein shall cease to exist.

**Section 8.** The capital budget of the Municipality is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. The resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital program as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs is on file with the Clerk of the Municipality and is available for public inspection.

**Section 9.** The provisions of this ordinance are severable. To the extent any clause, phrase, sentence, paragraph or provision of this ordinance shall be declared invalid, illegal or unconstitutional, the remaining provisions shall continue to be in full force and effect.

**Section 10.** The Municipality reasonably expects to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance and paid prior to the entering into of the loan authorized by this loan ordinance with the proceeds of such loan. This Section 10 is intended to be and hereby is a declaration of the Municipality's official intent to reimburse any expenditures toward the costs of the various capital improvements and items of equipment described in Exhibit B attached to this loan ordinance to be incurred and paid prior to entering into of the loan authorized herein all in accordance with the Internal Revenue Code of 1986, as amended (the "Code") and any regulations promulgated thereunder.

**Section 11.** The Clerk of the Municipality is hereby authorized and directed to cause the publication of the text of this ordinance in full after introduction and final adoption in accordance with applicable law and to arrange for the public hearing thereon and final adoption thereof.

**Section 12.** This ordinance shall take effect twenty (20) days after final adoption and publication in accordance with applicable law.

**ADOPTED ON FIRST READING  
DATED: August 3, 2021**

---

**JOAN HULLINGS  
Clerk of the Borough of Highland Park**

**ADOPTED ON SECOND READING  
DATED: \_\_\_\_\_, 2021**

---

**JOAN HULLINGS  
Clerk of the Borough of Highland Park**

**Middlesex County Improvement Authority**  
**2021 Capital Equipment and Improvement Financing Program**  
**Project List**  
**Highland Park Borough**

<u>Project</u>	<u>Est. Cost</u>	<u>Useful Life</u>
<b><u>Loan</u></b>		
Street Sweeper	\$215,000.00	10 Years
<b><u>Lease</u></b>		
Police Utility Interceptor	\$165,000.00	10 Years
Ford F-350	\$40,000.00	5 Years
Chevy Malibu Hybrid	\$40,000.00	5 Years
<b>Loan Total:</b>	<b>\$215,000.00</b>	
<b>Lease Total:</b>	<b>\$245,000.00</b>	
<b>Combined Total:</b>	<b>\$460,000.00</b>	

BOROUGH OF HIGHLAND PARK  
NO. 8-21-192

RESOLUTION: Economic Development & Planning Committee

WHEREAS, an Ordinance entitled, ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY, AUTHORIZING THE ADOPTION OF THE "DOWNTOWN REDEVELOPMENT PLAN FOR TRACTS A-D" PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-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, September 14, 2021, 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: August 3, 2021

ATTEST:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 21-

ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY, AUTHORIZING THE ADOPTION OF THE "DOWNTOWN REDEVELOPMENT PLAN FOR TRACTS A-D" PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW, N.J.S.A. 40A:12A-1, *et seq.*

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 rehabilitation; and

WHEREAS, as described in the Redevelopment Plan (defined below) the property identified as Tract A: Block 1704 [173], Lots 41-49 & Portion of Lot 20, Tract B: Block 2201 [13], Lots 6 & 9, Tract C: Block 2202 [22], Lots 4, 32.02 & 33.01, and Tract D: Block 1604 [158], Lots 20-26, 42, 50-51 & Portion of Lot 47; and Block 1603 [162], Lots 36-38 on the Official Tax Map of the Borough (the "Property") an "area in need of rehabilitation", "area in need of redevelopment" or a "condemnation area in need of redevelopment"; and

WHEREAS, pursuant to the Redevelopment Law the Borough Council caused a redevelopment plan to be prepared for the Property, entitled the "Downtown Redevelopment Plan for Tracts A-D" (the "Redevelopment Plan"), attached hereto as *Exhibit A*; and

WHEREAS, on April 13, 2021 the Borough Council adopted Resolution No. 2021-01 referring the Redevelopment Plan to the Borough Planning Board (the "Planning Board") for its review and recommendation pursuant to N.J.S.A. 40A:12A-7(e); and

WHEREAS, the Planning Board, at duly noticed and constituted public meetings held on May 13, 2021, June 10, 2021, and July 8, 2021 reviewed the Redevelopment Plan;

WHEREAS, following such review the Planning Board has rendered its report and recommendations to the Borough Council pursuant to N.J.S.A. 40A:12A-7(e) in the form of Resolution P2021-04 Approved June 10, 2021 and Memorialized on July 8, 2021 (the "Report"); and

WHEREAS, the Borough Council has received the Report and has determined to accept all of the recommendations of the Planning Board as set forth in the Report and include same in the Redevelopment Plan; and

WHEREAS, hereby finds that the Redevelopment Plan helps is substantially consistent with, or designed to effectuate the Borough's Master Plan; and

WHEREAS, the Borough Council now desires to adopt the Redevelopment Plan and to direct that the applicable provisions of the Borough's Zoning Ordinance and Map be amended and superseded to reflect the provisions of the Redevelopment Plan, as and to the extent set forth therein.

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 Report from the Planning Board is hereby accepted, and the Redevelopment Plan, attached hereto as *Exhibit A*, is hereby adopted pursuant to the terms of the Redevelopment Law.

Section 3. The zoning district map and the zoning ordinance of the Borough are hereby amended to incorporate and reflect the Redevelopment Plan, and, to the extent provided in the Redevelopment Plan, are superseded thereby.

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 Redevelopment Plan 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 on first reading  
by title: August 3, 2021

ADOPTED:  
ATTEST:

APPROVED:

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

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



## **Exhibit A**

### Downtown Redevelopment Plan for Tracts A-D

To view/download the plan: <https://www.hpboro.com/home/showdocument?id=3725>

Hard copies of the plan are available for review in the Borough Clerk's office at Borough Hall,  
221 So. 5<sup>th</sup> Avenue, Highland Park, NJ 08904.

BOROUGH OF HIGHLAND PARK  
NO. 8-21-193

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, an Ordinance entitled, AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING CHAPTER 84, ESTABLISHMENT OF A GOVERNMENT ENERGY AGGREGATION PROGRAM, 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, September 14, 2021, 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: August 3, 2021

ATTEST:

---

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

---

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 21-

AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY, AMENDING CHAPTER 84, ESTABLISHMENT OF A  
GOVERNMENT ENERGY AGGREGATION PROGRAM

BE IT ORDAINED, by the Borough Council of the Borough of Highland Park, Middlesex County that Chapter 84 of the "Code of the Borough of Highland Park" which concern the establishment of a government energy aggregation program is amended to read as follows (bracketed material deleted; underlined material new):

WHEREAS, there is an increased need to mitigate the impacts of climate change and many of the costs associated with the impacts of climate change mitigation are borne by state and local budgets, putting further strain on overstressed budgets; and

WHEREAS, the Borough Council is interested in [obtaining power supply cost savings for residents while] facilitating a transition to an increased use of renewable energy sources with a goal of reaching 100% renewable energy by 2030 while also obtaining power supply cost savings for residents, if possible; and

WHEREAS, PJM Interconnection ("PJM") is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia, and renewable electricity created outside of the PJM grid cannot be directly utilized by the residents of Highland Park; and

WHEREAS, prioritizing generation of renewable electricity in the region served by the PJM grid will help improve air quality and public health impacts and reduce costs for residents; and

WHEREAS, the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq. governs the establishment of a government energy aggregation program, which is a government-operated purchasing cooperative through which multiple energy consumers purchase energy together under the auspices of a government aggregator; and

WHEREAS, the New Jersey Board of Public Utilities ("BPU") has promulgated rules (N.J.A.C. 14:4-6) for the implementation of government energy aggregation programs; and

WHEREAS, pursuant to the Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq. the Borough seeks to establish a Government Energy Aggregation Program ("Program") for the provision of electricity within the Borough; and

WHEREAS, N.J.S.A. 48:3-93.1 et seq., requires the Program to be established by ordinance; and

WHEREAS, Borough Council intends to serve as the Lead Agency conducting this Program and will from time to time solicit proposals from electric power suppliers for electric generation services through the Program; and

WHEREAS, the Borough will only award contracts to said electric power suppliers whose proposals include [resident cost savings and] an enhanced content of renewable energy sources at least 10% above the prevailing New Jersey Renewable Portfolio Standard (RPS) at the time the contract is procured with all the renewable supply coming from Class 1 resources located within PJM, and is otherwise beneficial to the Borough's residents and consistent with applicable rules.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK that Chapter 84 be added to the Code and read as follows:

CHAPTER 84

GOVERNMENT ENERGY AGGREGATION PROGRAM

SECTION 84-1. GOVERNMENT ENERGY AGGREGATION PROGRAM CREATED.

The "Government Energy Aggregation Program" is hereby created and established pursuant to the New Jersey Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq. and the rules promulgated thereunder, N.J.A.C. 14:4-6.1 et seq.

## SECTION 84-2. PURPOSE.

There is an increased need to mitigate the impacts of climate change and many of the costs associated with the impacts of climate change mitigation are borne by municipal government. Additionally, the Borough Council wishes to [obtain a power supply cost savings for residents while] facilitate[ing] a transition to an increased use of renewable energy sources while also obtaining power supply cost savings for residents, if possible. This program is being established to facilitate the operation of a purchasing cooperative through which multiple energy consumers purchase energy together under the auspices of the Borough acting as a government regulator. The Borough, therefore, wishes to be a facilitator which will permit the Borough to be the lead agency in establishing an energy aggregation program for the purchase of electric generation service as authorized by the New Jersey Government Energy Aggregation Act, N.J.S.A. 48:3-93.1 et seq. and the rules promulgated thereunder pursuant to N.J.A.C. 14:4-6.1 et seq.

## SECTION 84-3. PROGRAM OPERATION.

The Government Energy Aggregation Program (“HPGEA”) shall operate as follows:

A. All agreements entered into on behalf of the HPGEA shall be authorized by written resolution of the Borough Council.

B. Pursuant to the terms and conditions of the Government Energy Aggregation Act and the rules promulgated thereunder, and specifically N.J.A.C. 14:4-6.2, the Borough Council shall oversee the HPGEA as lead agency and, in that capacity, and consistent with applicable rules, shall solicit one or more requests for proposals for electric generation services and energy aggregation services on behalf of the Borough’s residents. The Mayor may execute and enter into a contract for such services, subject to Paragraphs C and D and provided that the power supply procured has renewable energy content greater than the renewable energy content of basic generation service offered by the electric utility, PSE&G, and that lowest qualified bid price for electricity generation service is consistent with N.J.A.C. 14:4-6.9 and notice is provided to residential customers should the price exceed the benchmark price, as required by N.J.A.C. 14:4-6.9(g). Pursuant to the regulations of the Government Energy Aggregation Act, a public notice of the HPGEA program will be issued whereby non-residential energy customers may opt into the HPGEA program and residential customers may opt out.

C. Any requests for proposals for electricity generating services must state that no contract will be awarded unless [there is costs savings for customers as well as] the power supply offered by the supplier has enhanced renewable energy content, that is, renewable energy content greater than the renewable energy content of basic generation service offered by the electric utility, PSE&G, consistent with the New Jersey Renewable Portfolio Standard, has an option for 100% renewal energy content, and the supplier’s proposal is otherwise determined by the Borough Council to be beneficial to Borough residents. [sources.] Renewables should be sourced from within the region currently serviced by PJM Interconnection (PJM) a Regional Transmission Organization to the maximum extent feasible. [possible. The Borough Council may not execute and enter into a contract for electricity generating services unless the above two stipulations are satisfied.]

D. The Borough Council may authorize a master performance agreement that obligates the participants in the HPGEA to purchase electricity at terms and conditions stated therein with a third-party supplier who has been awarded the contract of the Borough on behalf of participating members of the HPGEA, and provided that the contract provides for enhanced renewable energy content and that the supplier’s proposal is otherwise determined by the Borough Council to be beneficial to Borough residents. [such contract shall be at prices reasonably forecast and estimated by the Borough to provide for basic generation service by the utility serving the Borough.]

E. The HPGEA program shall be administered in accordance with the requirements of N.J.S.A. 48:3-93.1 et seq. and N.J.A.C. 14:4-6.2 et seq.

## SECTION 84-4. REPEAL.

All ordinances and resolutions, or part thereof, inconsistent with this Chapter are hereby repealed.

## SECTION 84-5. SEVERABILITY.

If any section, paragraph, subdivision, clause or provision of this Chapter shall be judged by the Courts to be invalid, such adjudication shall apply only to this section, paragraph, subsection, clause or provision so adjudged and the remainder of this Chapter shall be valid and enforceable.

SECTION 84-6. EFFECTIVE DATE.

This Chapter shall take effect upon final adoption and publication as required by law.

Introduced and Passed on first  
reading: August 3, 2021

Adopted:

Approved:

Attest:

\_\_\_\_\_  
Joan Hullings, Municipal Clerk

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

BOROUGH OF HIGHLAND PARK  
NO. 8-21-194

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, an Ordinance entitled, AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AMENDING CHAPTER 328 CONCERNING MUNICIPAL WATER METER OF THE "CODE OF THE BOROUGH OF HIGHLAND PARK", 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, September 14, 2021, 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: August 3, 2021

ATTEST:

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Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

---

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
ORDINANCE NO. 21-

AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY AMENDING CHAPTER 328 CONCERNING MUNICIPAL WATER  
METER OF THE "CODE OF THE BOROUGH OF HIGHLAND PARK"

BE IT ORDAINED, by the Borough Council of the Borough of Highland Park, Middlesex County that Section 328-13 of the "Code of the Borough of Highland Park" which concerns municipal water meters is amended to read as follows (bracketed material deleted; underlined material new):

§ 328-13. Meters required.

- A. All municipal water used on any premises must pass through a meter, except for fire sprinkler connections and temporary water services for construction purposes in accordance with §328-5.
- B. All persons using water supplied by the Department shall have the duty of determining that such water is being supplied through a meter. Any failure to do so shall not relieve such persons from liability therefor and the Department shall determine the amounts of water so used and the rates therefor.
- C. Meters of the size of [5/8] 1 inch or less shall be furnished by the Department; meters larger than [5/8] 1 inch shall be furnished and installed and maintained by the property owner. Such meters shall register in cubic feet and meet the performance, capacity and size standards of AWWA standard C-700, latest revision. Meters larger than two inches shall be single register compound meters. The size and capacity shall be subject to the approval of the [Superintendent] Borough.
- D. Submeters which measure flows that have already passed through the meter shall be furnished, installed and maintained by the property owner, subject to approval of the [Superintendent] Borough; such meters shall not be read by the Department except as otherwise provided in § 328-37.

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

Introduced on first reading  
by title: August 3, 2021

ADOPTED:

ATTEST:

APPROVED:

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Joan Hullings  
Borough Clerk

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Gayle Brill Mittler  
Mayor

BOROUGH OF HIGHLAND PARK  
No. 8-21-195

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 leaf bags; and

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

<u>NAME</u>		<u>PRICE</u>
Pabco Industries, LLC (25,200 bags)	\$	12,720.96
Uline (19,800 bags)	\$	17,409.85
Grainger (19,800 bags)	\$	29,185.20

WHEREAS, the Recycling Coordinator has recommended the purchase of said leaf bags from Pabco Industries, LLC at an amount not to exceed \$12,720.96; and

WHEREAS, funds are available for this purpose in Account No. 1-01-42-402-235 in the amount of \$12,720.96, 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 \$12,720.96 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: August 3, 2021  
ATTEST:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO:  
AVAILABILITY OF FUNDS \$12,720.96  
ACCOUNT NO. 1-01-42-402-235  
P.O. NO. \_\_\_\_\_  
BY: \_\_\_\_\_  
  
FINANCE DIRECTOR

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				



BOROUGH OF HIGHLAND PARK  
NO. 8-21-196

RESOLUTION TO EXECUTE INTERLOCAL AGREEMENT WITH  
MCIA FOR YARD WASTE RECYCLING

RESOLUTION: Public Works and Public Utilities Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk shall be and are hereby authorized to execute and attest Agreement for the Provision of Yard Waste Recycling and Marketing Services with the Middlesex County Improvement Authority, a copy of which is attached to the original of this ordinance.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Middlesex County Improvement Authority and the Recycling Coordinator forthwith.

ADOPTED: August 3, 2021

ATTEST:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 Council of said Borough on the 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

**BOROUGH OF HIGHLAND PARK  
NO. 8-21-197**

**RESOLUTION TO REJECT BIDS RECEIVED FOR THE PURCHASING OF  
WATER METERS AND ADVANCE METERING INFRASTRUCTURE  
AND REPLACEMENT AND TESTING OF THE EXISTING METERS**

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, after proper notice and advertisement pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., on June 24, 2021 two (2) bids were received for the “Purchasing of Water Meters and Advance Metering Infrastructure and Replacement and Testing of the Existing Meters” project; and

WHEREAS, one bidder only submitted a bid for the replacement and testing portion of the project, and one bidder submitted a bid for both portions of the project; and

WHEREAS, based on the bids received, the Borough’s Consultants and Administrator recommend that the bids be rejected and the specifications for the project be amended to expand the types of products that may be available for this project, as well as make other changes to effectuate this significant amendment; and

WHEREAS, the Local Public Contracts Law, and specifically N.J.S.A. 40A:11-13.2.d., authorizes the Borough to reject all bids for certain enumerated reasons, including but not limited to when the Borough wants to substantially revise the specifications for the solicited goods or services.

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

1. The two (2) bids received on June 24, 2021 for the “Purchasing of Water Meters and Advance Metering Infrastructure and Replacement and Testing of the Existing Meters” are hereby rejected on the basis that the Borough wants to make substantial revisions to the specifications for the goods and services, and as further set forth in the “Whereas” clauses above.

2. Borough staff, the Borough Attorney and the Borough’s Consultants are hereby authorized and directed to take all necessary action to make the necessary revisions to the specifications for the project and to readvertise same.

ADOPTED: August 3, 2021

ATTEST:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, County of Middlesex, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough at its meeting on the 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
NO. 8-21-198

GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE  
FISCAL GRANT CYCLE JULY 2021 – JUNE 2026

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 2022 in the amount of:

DEDR	\$ 7,664.00
Cash Match	\$ 1,916.00
In-Kind	<u>\$ 5,748.00</u>
Total Alliance Budget	\$15,328.00

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, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
NO. 8-21-199

RESOLUTION AUTHORIZING AGREEMENT FOR ENVIRONMENTAL CONSULTING  
SERVICES WITH EXCEL ENVIRONMENTAL RESOURCES, INC. FOR  
ENVIRONMENTAL CONSULTING SERVICES AT 1 RIVER ROAD, HIGHLAND PARK

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Borough of Highland Park has a need for the services of an Environmental Consultant who is a Licensed Site Remediation Professional (“LSRP”) in order to address the findings of the New Jersey Department of Environmental Protection inspection report (PI: 262007); and

WHEREAS, such services are professional services as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*; and

WHEREAS, Excel Environmental Resources, Inc. is qualified and licensed as an environmental consulting firm in the State of New Jersey; and

WHEREAS, Excel Environmental Resources, Inc. has served as the Borough’s Environmental Consultant in connection with several matters in the Borough; and

WHEREAS, funds for this purpose are not to exceed the amount of \$20,000.00 without further resolution of Council; and

WHEREAS, funds will be available for this purpose in the amount of \$20,000.00 in account No. 1-01-26-310-238, as reflected by the Certification of Funds by the Chief Financial Officer, shown below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Highland Park that the Borough Administrator and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, a Professional Services Agreement with Excel Environmental Resources, Inc. for the above described parcels for an amount not to exceed \$20,000.00. The scope of work shall be consistent with the Technical and Cost Proposal for Environmental Engineering and Consulting Services, a copy of which is attached hereto.

ADOPTED: August 3, 2021

ATTESTED:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$20,000.00 ACCOUNT NO. 1-01-26-310-238 P.O. NO. _____ BY: _____  <p style="text-align: center;">FINANCE DIRECTOR</p>
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I, Joan Hullings, Borough 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 3<sup>rd</sup> of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

**Technical and Cost Proposal for Environmental Consulting Services  
1 River Road  
Block 183, Lot 1  
Highland Park, New Jersey 08904**

Excel Environmental Resources, Inc. (Excel) is pleased to provide this proposal for Professional Environmental Engineering and Consulting Services associated with the above-referenced property identified as Tax Block 183, Lot 1 in Highland Park, New Jersey (hereafter referred to as the subject property or Site). The purpose of this proposal is to bring the Site back into compliance with the New Jersey Department of Environmental Protection (NJDEP) with regards to the Deed Notice (DN) recorded for the Site by the Middlesex County Clerk's Office on March 14, 2008.

This technical proposal has been prepared to outline the scope of work and estimated professional fees as requested by the Borough of Highland Park to bring the Site back into compliance.

**SCOPE OF WORK**

The following includes the scope of work based on the available information for the subject property.

**TASK 1.0 LSRP Retention**

A Licensed Site Remediation Professional (LSRP) is required for the subject property. This task includes submission of an online LSRP retention form by Michael Meriney (LSRP license No. 575023) for the case.

**TASK 2.0 Engineering Control Repairs Oversight**

As indicated in the Field Inspection Report prepared by Maria Van de Zilver of the NJDEP dated May 24, 2019, breaches were observed in the concrete and vegetated portions of the engineering controls installed at the Site. Prior to submitting a Biennial Certification (BC) and obtaining the NJDEP required Soil Remedial Action Permit (RAP) for the Site, these breaches must be repaired and restored to the conditions outlined in the 2008 DN. Excel will be onsite during the repairs to ensure the correct thicknesses are obtained and the engineering controls match those included in the 2008 DN.

### **TASK 3.0 Biennial Certification**

Once the necessary repairs have been made to the Site's engineering controls, an NJDEP BC will be completed. The BC will include a final onsite inspection of the engineering controls and preparation of a BC form. The BC form along with a written log of the BC inspection will be submitted to the NJDEP by the LSRP retained for the subject property.

### **TASK 4.0 Soil Remedial Action Permit**

In accordance with N.J.A.C. 7:26C the Administrative Requirements for the Remediation of Contaminated Sites (the ARRCs Rule), a RAP application must be submitted for any site with a DN. A Soil RAP has not been previously submitted to the NJDEP for this Site. Therefore, the Site is currently out of compliance. In order to bring the Site back into compliance, a Soil RAP application documenting the current site conditions and the DN information will be submitted to the NJDEP by the LSRP retained for the subject property.

**Attachment A**

**Detailed Cost Estimate**

**ENGINEERING COST ESTIMATE  
ATTACHMENT A  
BIENNIAL CERTIFICATION AND SOIL REMEDIAL ACTION PERMIT  
Block 183, Lot 1  
1 River Road  
Highland Park, New Jersey**

**TASK 1.0 Licensed Site Remediation Professional (LSRP) Retention**

Task includes retention of a LSRP to address the post No Further Action (NFA) monitoring at the subject property.

**Labor:**

Sr. Technical Consultant	2 hours @	\$250.00 /hour	\$500.00
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**Labor Total** \$500.00

<b>TASK 1.0 Total</b>	<b>\$500.00</b>
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**TASK 2.0 Engineering Control Repairs**

As indicated in the Field Inspection Report prepared by Maria Van de Zilver of the New Jersey Department of Environmental Protection (NJDEP) dated May 24, 2019, breaches were observed in the concrete and vegetated portions of the engineering controls installed at the Site. Task includes oversight of the needed repairs to ensure the correct thicknesses are obtained and the engineering controls match those included in the 2008 Deed Notice (DN). Estimated duration is two days.

**Labor:**

Assistant Project Manager	16 hours @	\$105.00 /hour	\$1,680.00
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**Labor Total** \$1,680.00

**Outside Services:**

Cap Restoration Work (EISCO)		\$13,357.60
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**Outside Services Total** \$13,357.60

**Travel and Materials:**

Field Vehicle and Travel	2 days@	\$100.00 /day	\$200.00
Personal Protective Equipment	2 days@	\$20 /day	\$40.00

**Travel and Materials Total** \$240.00

<b>TASK 2.0 Total</b>	<b>\$15,277.60</b>
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**TASK 3.0 Biennial Certification (BC)**

Once the necessary repairs have been made to the Site's engineering controls, an NJDEP BC will be completed. Task includes a final onsite inspection of the engineering controls and preparation and submission of a BC form to the NJDEP. A \$375 NJDEP processing fee is also required to be submitted by the client with the Soil BC form since a Soil Remedial Action Permit (RAP) has not yet been obtained for the Site.

**Labor:**

Assistant Project Manager	8 hours @	\$105.00 /hour	\$840.00
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**Labor Total** \$840.00

**Travel and Materials:**

Field Vehicle and Travel	0.50 day @	\$100.00 /day	\$50.00
\$375 Soil BC fee (to be paid by Client)			\$0.00

**Travel and Materials Total** \$50.00

<b>TASK 3.0 Total</b>	<b>\$890.00</b>
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**ENGINEERING COST ESTIMATE  
ATTACHMENT A  
BIENNIAL CERTIFICATION AND SOIL REMEDIAL ACTION PERMIT  
Block 183, Lot 1  
1 River Road  
Highland Park, New Jersey**

**TASK 4.0 Soil Remedial Action Permit (RAP)**

In accordance with N.J.A.C. 7:26C the Administrative Requirements for the Remediation of Contaminated Sites (the ARRCs Rule), a RAP application must be submitted for any site with a DN. A Soil RAP application documenting the current site conditions and the DN information will be submitted to the NJDEP. A \$1,650 NJDEP application processing fee is also required to be submitted by the client with the Soil RAP application.

**Labor:**

Assistant Project Manager	6 hours @	\$105.00 /hour	\$630.00
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**Labor Total**      \$630.00

**Travel and Materials:**

\$1,650 Soil RAP fee (to be paid by Client)	\$0.00
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**Travel and Materials Total**      \$0.00

<b>TASK 4.0 Total</b>	<b>\$630.00</b>
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<b>PROJECT TOTAL</b>	<b>\$17,297.60</b>
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**Attachment B**

**Excel's Standard Terms and Conditions with Labor Rate Schedule**

## **EXCEL ENVIRONMENTAL RESOURCES, INC.**

### **STANDARD TERMS AND CONDITIONS**

**Effective January 1, 2019**

1. **AGREEMENT** – This agreement between Excel Environmental Resources, Inc. (Excel) and the client identified herein, consisting of a proposal and Standard Terms and Conditions, constitutes the entire understanding between the parties. The terms of this agreement shall be deemed accepted by Client at the earlier of Excel’s initiation of Services at the verbal or written direction of Client or Client’s written agreement to be bound by these terms. Any waiver modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative by Excel. Excel hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these Standard Terms and Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or Excel. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void.
2. **TERMINATION** - Either party may terminate this Agreement by giving the other party ten (10) days written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein. The construction, interpretation and performance of this Agreement and all transactions relating thereto, shall be governed by the laws of the State of New Jersey.
3. **CHANGES** – This Agreement may be modified with the mutual consent of both parties. All changes must be made in writing and must be signed by the Client and Excel. Notwithstanding any other provisions of the Agreement to the contrary, Excel shall be entitled to additional compensation for work in the event that Excel experiences any increases in costs due to changes in the scope of work defined in Excel’s original proposal, or for additional work requested by client, or changes in the manner or method of performance of work, or due to changes in schedule or circumstances not solely caused by Excel. Excel shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with Excel’s then current standard commercial rates.
4. **ACCESS** - Client grants or shall obtain for Excel and its subcontractors, authority to enter the property upon which Excel’s Services are to be performed (Site), at Client’s expense.
5. **CLIENT INFORMATION** – Client must provide Excel with all available information pertinent to the project, including previous reports, and/or any other information necessary to complete the scope of work defined in the proposal. Client understands that Excel is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the scope of work without independent verification. Client agrees to advise Excel of the existence of any hazardous substances, wastes or conditions affecting the Site or the scope of work to be performed hereunder.
6. **STANDARD OF SERVICES AND WARRANTY** – Excel agrees to perform its services in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures, which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by Excel are only meant to give approximations of the environmental conditions of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by Excel’s investigation and the portions of the Site actually investigated, sampled or tested by Excel. Subject to Section 17, Excel warrants that, if any of its completed Services fail to conform to the above standard, Excel will, at its expense and provided Excel is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to Excel for the defective Services. Except as provided in this section, Excel makes no other warranty express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence or otherwise.
7. **CONFIDENTIAL AND PROPRIETARY INFORMATION** – Excel will use its best efforts to protect confidential and propriety information developed or provided by client during performance of the scope of work. “Confidential and Proprietary Information” means all technical, economic, financial, marketing or other information that has not been published and/or is not otherwise available to members of the public.

8. **PROMOTIONAL MATERIALS** - Client agrees that Excel may use and publish Client's name and a general description of the Services provided to Client in describing Excel's experience and qualifications to other clients and potential clients, unless otherwise requested by Client not to do so.
9. **WORK PRODUCTS** – “Work Products” consist of all reports, notes, laboratory test data and other information prepared by Excel for delivery to Client. Client shall have the right to make and retain copies and use all Work Products. Use of the work product shall be limited to the particular Site and/or project for which the Work Product is provided. Client may release the Work Product to third parties at its sole risk and discretion; however, Excel shall not be liable for any claims or damages resulting from or connected with such release or any third party's use of the Work Product. Client shall indemnify, defend and hold Excel harmless from any and all such claims or damages resulting from release of the work product to third parties.
10. **INSURANCE COVERAGE** – For purposes of performing the scope of work, Excel shall maintain Workers Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a combined single limit of \$5,000,000 per occurrence for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a combined single limit of \$5,000,000 per occurrence.
11. **INDEMNITY BY EXCEL** – Excel shall indemnify, defend and hold harmless Client, its officers, directors, agents, employees and affiliated and parent companies against claims, demands and causes of action of third parties (including attorneys fees and costs of defense) for personal injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of Excel. Excel's aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in Item 10 of this contract and Client agrees to release, defend and indemnify Excel from and against all further liability under the above indemnity arising from such Services.
12. **REMEDIES** – Neither party, nor their parent, affiliate or subsidiary companies, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.
13. **ENVIRONMENTAL CONDITIONS** – Client shall provide (or cause the Site owner to provide) Excel with the identity and location of all subsurface facilities and obstructions on the site. Client agrees to waive any claims against Excel and to indemnify, defend and hold Excel harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend Excel from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of Excel.
14. **INDEPENDENT CONTRACTOR** – All of Excel's Services will be performed as an independent contractor.
15. **SUBCONTRACTORS** – Excel may use one or more subcontractors, as necessary, to complete the Scope of Work. Subcontractors used by Excel to conduct various field related activities have received all required Hazardous Materials Workers training and annual updates as required under OSHA. Laboratories subcontracted by Excel have appropriate State/National certifications required for the analytical services to be provided.

The Client may elect to contract directly with a contractor or subcontractor, and will be solely and completely responsible for charges and costs incurred by the contractor or subcontractor. Excel assumes the contractors or subcontractors hired directly by the Client has all required OSHA training and certifications. Excel reserves the right to refuse to work with any contractor and/or subcontractor hired by the Client, that in Excel's opinion is not qualified or properly certified to perform the work for which it has been engaged to complete. Client shall indemnify and hold harmless Excel from any and all claims, demands, damages, and liability resulting from the activities of any contractor, subcontractor, employee, and/or agent the Client engages directly to perform services directly related to the Scope of Work covered by this Agreement.
16. **FORCE MAJEURE** – Excel shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.

17. **LIMITATION OF LIABILITY** – Except as provided in Section 11 of this contract and to the greatest extent allowed by law, Client agrees that Excel’s aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement, the Services provided or the Site, shall be to the lesser of \$50,000 or the total amount of compensation received by Excel hereunder. The parties agree that in any dispute over the terms of this Agreement or any issues arising under this Agreement, they will make a good faith effort to resolve the matter without litigation. Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, Excel reserves the right to suspend its Services and notify the Client of such in a timely manner.
18. **OWNERSHIP OF WASTE** – In no event shall Excel take title to or be liable for disposal or remediation costs associated with Pre-Existing Wastes or wastes generated as a result of the scope of work. “Pre-Existing Waste” is any hazardous or non-hazardous wastes, substances or materials existing on the Site prior to the date that the Scope of Work is initiated. Wastes generated as a result of the scope of work may include, but not be limited to, contaminated soils, water, or sediments; used personal protective equipment; investigation derived wastes; oils and other products recovered from the subsurface by remediation systems; and spill containment and control materials. Upon request, Excel shall assist Client in the proper handling, storage, transportation and/or disposal of Pre-Existing Waste and waste generated as a result of the Scope of Work, in accordance with all applicable federal state and local laws and regulations. Client shall sign all required manifests, disposal contracts and other documentation necessary to allow Excel to complete the Scope of Work in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of waste.
19. **BILLING RATES** – Charges for all professional, technical and administrative personnel assigned to complete the Scope of Work will be calculated and billed in accordance with the Labor Rate Table provided as Attachment 1 to this Agreement. Labor rates are inclusive of all applicable taxes, duties, fees and related charges, fringe benefits, burden and fee. The Labor Rates are based on a 40-hour work week. Overtime hours for exempt employees (non-hourly) will be billed at the standard Labor Rates. Overtime hours for non-exempt employees (hourly) will be billed 150%.
20. **LITIGATION SUPPORT** – In the event that Excel’s employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate Excel at 150% of the employee’s billing rate, including preparation time, and shall reimburse Excel for all out of pocket costs as provided herein.
21. **RETAINER** – Excel may require advance deposit of funds on specific projects based upon project cost estimates, Client credit history, or Excel’s prior collection history with Client. In those instances, Excel and the Client will mutually provide terms for the deposit of advance payments and provision for crediting such advances against invoices for Services completed.
22. **OTHER DIRECT COSTS** – Other Direct Costs include subcontracts, materials, shipping charges, special fees, permit fees, special insurance and licenses, and miscellaneous costs. Other Direct Costs will be invoiced at cost plus an eighteen percent (18%) fee. All other internal expenses (reproduction, telephone, facsimile, etc.) will be charged as a percentage of labor cost, or as quoted.
23. **INVOICING AND PAYMENT** – Invoices will be issued periodically (on a quarterly basis at a minimum, monthly where applicable) itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Copies of supporting documentation will be provided upon Client’s request and at Client’s expense. Original receipts will be available for review at Excel’s office, but will not be released. Payments are due at the address appearing on the invoice within thirty (30) days of invoice date and Excel reserves the right to apply a service fee of 1.5% per month to balances beyond 30 days and to collect any fees associated with collection of unpaid balances, including but not limited to attorneys fees and court costs. In addition, Excel may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due Excel on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period.
24. **ESTIMATE OF COSTS AND SCHEDULES** – Excel’s estimate of costs and schedule are for Client’s budget and planning assistance only. Cost and schedule estimates are based on Excel’s best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. Excel will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall Excel’s estimate be interpreted as a not-to-exceed or fixed price. Notwithstanding any other terms to the contrary, Excel shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by Excel, or in the event that the assumptions underlying Excel’s proposal prove to be different from the facts actually encountered by Excel during the performance of the Services.

**RATE SCHEDULE  
(Effective January 1, 2019)**

Sr. Principal	\$325.00 /hour
Principal	\$275.00 /hour
Sr. Technical Consultant	\$250.00 /hour
Project Director	\$225.00 /hour
Sr. Project Manager	\$200.00 /hour
Sr. Project Geologist/Scientist/Engineer	\$175.00 /hour
Sr. Remediation Site Manager	\$150.00 /hour
Remediation Site Manager	\$125.00 /hour
Sr. Geologist/Scientist/Engineer	\$125.00 /hour
Project Manager III	\$150.00 /hour
Project Manager II	\$125.00 /hour
Project Manager I	\$115.00 /hour
Assistant Project Manager	\$105.00 /hour
Project Geologist/Scientist/Engineer II	\$105.00 /hour
Project Geologist/Scientist/Engineer I	\$95.00 /hour
Field Supervisor	\$95.00 /hour
Chief Financial Analyst	\$95.00 /hour
Staff Geologist/Scientist/Engineer II	\$85.00 /hour
CAD Operator	\$85.00 /hour
Staff Geologist/Scientist/Engineer I	\$75.00 /hour
Administrative Assistant/Technician	\$75.00 /hour

<b>Materials, Equipment &amp; Travel Expenses</b>
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1. Outside services subcontracted by Excel, including subcontracted drilling and analytical services, will be billed at cost plus 18% to cover environmental insurance and other surcharges.
2. Mileage will be billed from the Excel Environmental Resources office to the site location at the IRS Standard mileage rate for businesses which is \$0.58/mile for 2019.
3. An additional 5% of Project Management labor costs will be added to each invoice to cover Direct Costs such as duplication, telephone, fax, mail, insurance, and other related costs.

<b>Depositional Testimony, Expert Witness, Arbitration, and/or Mediation Rate</b>
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Preparation for and participation in Depositional Testimony, Expert Witness, Arbitration and/or Mediation will be billed at \$375/hour.

BOROUGH OF HIGHLAND PARK  
No. 8-21-

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 5, 2021 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:

JANET MARCIK, Senior Public Safety Telecommunicator, at an annual salary of \$57,967.00, effective August 2, 2021.

CYDNEI SINGLETON, Water & Sewer Utility Accounts Manager, at an annual salary of \$53,000.00, effective August 2, 2021.

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 5, 2021 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:

JACOB PESSIRILO, Summer Camp Counselor, at an hourly rate of \$14.00, effective July 21, 2021.

CAMILA YANEZ, Summer Camp Health Director, at an hourly rate of \$16.00, effective July 5, 2021.

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: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
NO. 8-21-201

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
WITH CME ASSOCIATES FOR ENGINEERING SERVICES RELATED TO  
DESIGN PHASE FOR WOODBRIDGE AVENUE WATERMAIN REPLACEMENT

RESOLUTION: Public Works & Public Utilities Committee

WHEREAS, the Borough of Highland Park has need of the services of an engineer to provide engineering services in connection with the Design Phase for the Woodbridge Avenue Water Main Replacement, in accordance with letter proposal from Bruce Koch, CME Associates, dated July 13, 2021, attached to the original of this resolution; and

WHEREAS, such services are professional services as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, CME Associates, Parlin, N.J., is a firm of licensed engineers of the State of New Jersey with extensive experience in providing these services; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of said consulting engineer; and

WHEREAS, funds for this purpose are available in Account No. U-06-55-603-001 in an amount not to exceed \$57,336.00, as reflected by the Certification of Funds Available by Chief Financial Officer, shown below; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with CME Associates, 3141 Bordentown Avenue, Parlin, NJ 08859, a copy of which is attached to the original of this original, and that notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

ADOPTED: August 3, 2021

ATTEST:

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

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$57,336.00 ACCOUNT NO. U-06-55-603-001 P.O. NO. _____ BY:  FINANCE DIRECTOR
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I, Joan Hullings, Borough 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 Council of said Borough on the 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				



BOROUGH OF HIGHLAND PARK  
NO. 8-21-202

RESOLUTION AUTHORIZING THE AWARD OF AN AGREEMENT TO  
THA CONSULTING, INC. FOR PARKING CONSULTANT SERVICES

RESOLUTION: Economic Development and Planning Committee

WHEREAS, pursuant to N.J.S.A. 40A:11-3 the Borough of Highland Park may award a contract by a purchasing agent or other employee so designated by the governing body when so authorized by ordinance or resolution, as appropriate to the contracting unit, without public advertising for bids under certain circumstances as set forth in the Local Public Contracts Law, N.J.S.A 40A:11-1 et seq.(the "LPCL"); and

WHEREAS, the Borough has determined the need for the services of a parking consultant and has determined that the value of the services will exceed \$17,500.00 but will not exceed the bid threshold under the LPCL requiring competitive bid; and

WHEREAS, the Borough received proposals from Desman Design Management, THA Consulting, Inc., ("THA") and Level G Associates with respect thereto; and

WHEREAS, upon review of the proposals the Borough determined that THA's proposal is more detailed on methodology and approach; THA's experience includes more comparable communities and THA offered additional services within their proposal as a value-add to our initial scope of work including evaluation and recommendations for better communications related to parking and Traffic Demand Management (TDM) review, which includes a look at non-automotive forms of transportation that might help reduce parking demand and provide mobility alternatives; and

WHEREAS, THA's project lead, Jim Zullo, resides in the County, knows the area and the Borough first-hand and received excellent references; and

WHEREAS, the Borough desires to award a contract to THA Consulting, Inc. located at 144 Livingston Avenue, New Brunswick, New Jersey, in the amount not to exceed \$35,000.00; and

WHEREAS, THA Consulting, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that THA Consulting, Inc. has not made any reportable contributions to a political or candidate committee in the previous one year and that the contract will prohibit THA Consulting, Inc. from making any reportable contributions through the term of the contract; and

WHEREAS, in accordance with N.J.A.C. 5:30-5.4, adequate funds are available for the provision of these services by THA Consulting, Inc. in Account No. C-04-55-814-001 in an amount not to exceed \$35,000.00, as reflected by the Certification of Funds Available by Chief Financial Officer, show below;

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

1. The Mayor and Clerk are hereby authorized to execute an agreement with THA Consulting, Inc approved by redevelopment counsel.
2. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
3. This Resolution shall take effect according to law.

ADOPTED: August 3, 2021

ATTEST:

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$35,000.00 ACCOUNT NO. C-04-55-814-001 P.O. NO. _____ BY:  FINANCE DIRECTOR
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\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

**BOROUGH OF HIGHLAND PARK  
NO. 8-21-203**

**RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN BOND ISSUES AS SET FORTH HEREIN, AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF (A) \$8,302,000 GENERAL OBLIGATION BONDS, SERIES 2021 (TAX-EXEMPT), CONSISTING OF \$4,433,000 GENERAL IMPROVEMENT BONDS, SERIES 2021 (TAX-EXEMPT) AND \$3,869,000 WATER/SEWER UTILITY BONDS, SERIES 2021 (TAX-EXEMPT), AND (B) \$5,800,000 GENERAL IMPROVEMENT BONDS, SERIES 2021 (FEDERALLY TAXABLE) OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE OF SUCH BONDS, AND DETERMINING CERTAIN MATTERS WITH RESPECT THERETO**

**BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AS FOLLOWS:**

**SECTION 1.** Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Borough"), authorized pursuant to the bond ordinances of the Borough heretofore adopted and described in Section 2 hereof, shall be combined into a single issue of General Improvement Bonds, Series 2021 (Tax-Exempt) in the aggregate principal amount of \$4,433,000 (the "Tax-Exempt General Improvement Bonds").

**SECTION 2.** The principal amount of bonds authorized by each bond ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Tax-Exempt General Improvement Bonds described by reference to the bond ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances, are respectively as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
13-1843, as amended by 13-1850	2013 sidewalk improvement program along various real properties, finally adopted April 2, 2013 (13-1843) and October 15, 2013 (13-1850)	\$404,000 (\$271,000 under 13-1843 and \$133,000 under 13-1850)	10.00 years
14-1869	Various sidewalk improvements, finally adopted October 7, 2014	\$75,000	10.00 years

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
14-1870	Various roadway improvements, finally adopted October 7, 2014	\$1,050,000	10.00 years
14-1871	Acquisition of garbage receptacles and recycling buckets, finally adopted October 7, 2014	\$75,000	10.00 years
15-1880	Roof improvements to the Borough Library, Fire House and Senior Center, finally adopted February 17, 2015	\$228,000	15.00 years
15-1881, as amended by 15-1894, as amended by 15-1897, as amended by 17-1928, as amended by 18-1965	Acquisition of an approximate 0.1148 acre tract of land designated as Block 446, Lot 1 on the Borough's official tax map, the demolition of existing structures and the construction of a teen center thereon, and the acquisition of additional parcels of real property in the Borough, finally adopted February 17, 2015 (15-1881), October 1, 2015 (15-1894), December 1, 2015 (15-1897), February 21, 2017 (17-1928) and September 4, 2018 (18-1965)	\$502,000	39.33 years
16-1909	Acquisition of senior center, police, and fire equipment, finally adopted April 19, 2016	\$180,500	5.00 years
18-1968	Various roadway improvements, finally adopted September 4, 2018	\$1,619,000	10.00 years
18-1969	Acquisition of police, fire, and public works equipment, finally adopted September 4, 2018	\$299,500	6.67 years
<b>TOTALS</b>		<b>\$4,433,000</b>	

**SECTION 3.** The following matters are hereby determined with respect to the combined issue of Tax-Exempt General Improvement Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Tax-Exempt General Improvement Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not more than 13.14 years.

(b) The Tax-Exempt General Improvement Bonds of the combined issue shall be designated "General Improvement Bonds, Series 2021 (Tax-Exempt)" and shall mature within the average period of usefulness determined in Section 3(a) above.

(c) The Tax-Exempt General Improvement Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented (the "Local Bond Law"), specifically N.J.S.A. 40A:2-26(f), that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

(d) The Tax-Exempt General Improvement Bonds are being issued to (i) refund, on a current basis, a \$2,785,000 principal portion of prior bond anticipation notes of the Borough issued in the aggregate principal amount of \$10,589,000 on March 23, 2021 and maturing on October 22, 2021 (the "Prior Notes"), and (ii) permanently finance various general capital improvements in and for the Borough in the amount of \$1,648,000.

**SECTION 4.** The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Tax-Exempt General Improvement Bonds described in Section 2 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 2 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 2 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 2 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, may be deductible from gross debt in any annual or supplemental debt statement of the Borough.

(c) Any Tax-Exempt General Improvement Bonds issued pursuant to this Resolution and said bond ordinances described in Section 2 shall be general obligations of the Borough, and the Borough's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Tax-Exempt General Improvement Bonds and, unless paid from other sources, the Borough is required by law to provide for the payment thereof by the levy of *ad valorem* taxes on all the taxable property located within the Borough without limitation as to rate or amount.

**SECTION 5.** The \$4,433,000 aggregate principal amount of Tax-Exempt General Improvement Bonds referred to and described in the bond ordinances described in Section 2 of this Resolution duly adopted by the Borough Council of the Borough pursuant to the Local Bond Law on August 3, 2021, shall mature in the principal amounts on September 15 in each of the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2022	\$203,000	2029	\$400,000
2023	230,000	2030	400,000
2024	240,000	2031	400,000
2025	325,000	2032	400,000
2026	335,000	2033	400,000
2027	345,000	2034	400,000
2028	355,000		

The Tax-Exempt General Improvement Bonds shall be subject to redemption prior to maturity in accordance with the terms provided in the Notice of Sale for Tax-Exempt Bonds authorized herein and attached hereto as Exhibit D. The Tax-Exempt General Improvement Bonds shall be thirteen (13) in number, with one certificate being issued for each year of maturity and shall be designated and numbered GI-1 to GI-13, inclusive.

**SECTION 6.** Pursuant to the provisions of N.J.S.A. 40A:2-26(f), the bonds of the Borough, authorized pursuant to the bond ordinances of the Borough heretofore adopted and described in Section 7 hereof, shall be combined into a single issue of Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt) in the aggregate principal amount of \$3,869,000 (the “Tax-Exempt Water/Sewer Utility Bonds”).

**SECTION 7.** The principal amount of bonds authorized by each bond ordinance to be combined into a single issue as above provided, the bond ordinances authorizing the Tax-Exempt Water/Sewer Utility Bonds described by reference to the bond ordinance number, description and date of final adoption, amount of issue and average period of usefulness determined in each of the bond ordinances, are respectively as follows:

<u>Ordinance Number</u>	<u>Description and Date of Final Adoption</u>	<u>Amount of Issue</u>	<u>Useful Life</u>
13-1854	Replacement of a water main on Montgomery Street, finally adopted October 1, 2013	\$349,000	10.00 years
17-1926	Repair of water and sewer mains, finally adopted February 7, 2017	\$200,000	10.00 years
20-2003	Various water and sewer improvements, finally adopted June 23, 2020	\$3,320,000	20.00 years
	<b>TOTALS</b>	<b>\$3,869,000</b>	

\* Preliminary, subject to change as described herein.

**SECTION 8.** The following matters are hereby determined with respect to the combined issue of Tax-Exempt Water/Sewer Utility Bonds:

(a) The average period of usefulness, computed on the basis of the respective amounts of Tax-Exempt Water/Sewer Utility Bonds presently authorized to be issued pursuant to each of the bond ordinances and the respective periods or average periods of usefulness therein determined, is not more than 18.58 years.

(b) The Tax-Exempt Water/Sewer Utility Bonds of the combined issue shall be designated "Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt)" and shall mature within the average period of usefulness determined in Section 8(a) above.

(c) The Tax-Exempt Water/Sewer Utility Bonds of the combined issue shall be sold and issued in accordance with the provisions of the Local Bond Law, specifically N.J.S.A. 40A:2-26(f), that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

(d) The Tax-Exempt Water/Sewer Utility Bonds are being issued to (i) refund, on a current basis, a \$2,004,000 principal portion of the Prior Notes, and (ii) permanently finance various water and sewer capital improvements in and for the Borough in the amount of \$1,865,000.

**SECTION 9.** The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Tax-Exempt Water/Sewer Utility Bonds described in Section 7 hereof have been sold or issued heretofore, and the several bond ordinances described in Section 7 have not been rescinded heretofore and now remain in full force and effect as authorizations for the respective amounts of bonds set opposite the descriptions of the bond ordinances set forth in Section 7 hereof.

(b) The several purposes or improvements authorized by the respective bond ordinances described in Section 7 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law and some of such improvements or purposes, if applicable and permitted by law, and provided the water utility of the Borough is self-liquidating, are deductible from gross debt in any annual or supplemental debt statement of the Borough.

(c) Any Tax-Exempt Water/Sewer Utility Bonds issued pursuant to this Resolution and said bond ordinances described in Section 7 shall be general obligations of the Borough, and the Borough's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Tax-Exempt Water/Sewer Utility Bonds and, unless paid from other sources, the Borough is required by law to provide for the payment thereof by the levy of *ad valorem* taxes on all the taxable property located within the Borough without limitation as to rate or amount.

**SECTION 10.** The \$3,869,000 aggregate principal amount of Tax-Exempt Water/Sewer Utility Bonds referred to and described in the bond ordinances described in Section 7 of this Resolution duly adopted by the Borough Council of the Borough pursuant to the Local Bond Law on August 3, 2021, shall mature in the principal amounts on September 15 in each of the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2022	\$269,000	2029	\$300,000
2023	270,000	2030	305,000
2024	280,000	2031	310,000
2025	285,000	2032	320,000
2026	285,000	2033	325,000
2027	290,000	2034	335,000
2028	295,000		

The Tax-Exempt Water/Sewer Utility Bonds shall be subject to redemption prior to maturity in accordance with the terms provided in the Notice of Sale for Tax-Exempt Bonds authorized herein and attached hereto as Exhibit D. The Tax-Exempt Water/Sewer Utility Bonds shall be fifteen (15) in number, with one certificate being issued for each year of maturity and shall be designated and numbered WSU-1 to WSU-15, inclusive.

**SECTION 11.** The Tax-Exempt General Improvement Bonds and the Tax-Exempt Water/Sewer Utility Bonds are sometimes collectively referred to herein as the “Tax-Exempt Bonds”.

**SECTION 12.** The \$5,800,000 aggregate principal amount of General Improvement Bonds, Series 2021 (Federally Taxable), referred to and described in Bond Ordinance Number 15-1881 duly adopted by the Borough Council of the Borough pursuant to the Local Bond Law on February 17, 2015, entitled “Bond Ordinance Providing For The Acquisition Of An Approximate 4.176 Acre Tract Of Land Designated As Block 47, Lots 27-75 On The Official Highland Park Tax Map, By And In The Borough Of Highland Park, In The County Of Middlesex, State Of New Jersey (The “Borough”); Appropriating \$1,860,000 Therefor And Authorizing The Issuance Of \$1,767,000 Bonds Or Notes Of The Borough To Finance Part Of The Cost Thereof”, as amended by Bond Ordinance Number 15-1894 duly adopted by the Borough Council of the Borough on October 1, 2015, Bond Ordinance Number 15-1897 duly adopted by the Borough Council of the Borough on December 1, 2015, Bond Ordinance Number 17-1928 duly adopted by the Borough Council of the Borough on February 21, 2017, and Bond Ordinance Number 18-1965 duly adopted by the Borough Council of the Borough on September 4, 2018 (collectively, the “Taxable Bond Ordinance”) shall be issued and designated as “General Improvement Bonds, Series 2021 (Federally Taxable)” (the “Taxable General Improvement Bonds”).

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\* Preliminary, subject to change as described herein.



**SECTION 13.** The following matters are hereby determined with respect to the issue of Taxable General Improvement Bonds:

(a) The period of usefulness, computed on the basis of the amount of Taxable General Improvement Bonds presently authorized to be issued pursuant to the Taxable Bond Ordinance and the respective period of usefulness therein determined, is not more than 39.33 years.

(b) The Taxable General Improvement Bonds of the issue shall be designated "General Improvement Bonds, Series 2021 (Taxable)" and shall mature within the average period of usefulness determined in Section 13(a) above.

(c) The Taxable General Improvement Bonds of the issue shall be sold and issued in accordance with the provisions of the Local Bond Law, specifically N.J.S.A. 40A:2-26(f), that are applicable to the sale and issuance of bonds authorized by a single bond ordinance and accordingly may be sold with other issues of bonds.

(d) The Taxable General Improvement Bonds are being issued to refund, on a current basis, a \$5,800,000 principal portion of the Prior Notes.

**SECTION 14.** The following additional matters are hereby determined, declared, recited and stated:

(a) None of the Taxable General Improvement Bonds described in Section 12 hereof have been sold or issued heretofore, and the Taxable Bond Ordinance described in Section 12 has not been rescinded heretofore and now remains in full force and effect as authorization for the amount of Taxable General Improvement Bonds to be issued.

(b) The purposes or improvements authorized by the Taxable Bond Ordinance described in Section 12 hereof are purposes for which bonds may be issued lawfully pursuant to the Local Bond Law.

(c) Any Taxable General Improvement Bonds issued pursuant to this Resolution and said Taxable Bond Ordinance described in Section 12 shall be general obligations of the Borough, and the Borough's full faith and credit are hereby irrevocably pledged to the punctual payment of the principal of and interest on said Taxable General Improvement Bonds and, unless paid from other sources, the Borough is required by law to provide for the payment thereof by the levy of *ad valorem* taxes on all the taxable property located within the Borough without limitation as to rate or amount.

**SECTION 15.** The \$5,800,000 aggregate principal amount of Taxable General Improvement Bonds referred to and described in the Taxable Bond Ordinance described in Section 12 of this Resolution duly adopted by the Borough Council of the Borough pursuant to the Local Bond Law on August 3, 2021, shall mature in the principal amounts on September 15 in each of the years as follows:

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2022	\$160,000	2032	\$320,000
2023	165,000	2033	320,000
2024	190,000	2034	320,000
2025	250,000	2035	320,000
2026	275,000	2036	320,000
2027	290,000	2037	320,000
2028	310,000	2038	320,000
2029	320,000	2039	320,000
2030	320,000	2040	320,000
2031	320,000	2041	320,000

The Taxable General Improvement Bonds shall be subject to redemption prior to maturity in accordance with the terms provided in the Notice of Sale for Taxable General Improvement Bonds authorized herein and attached hereto as Exhibit E. The Taxable General Improvement Bonds shall be twenty (20) in number, with one certificate being issued for each year of maturity and shall be designated and numbered TGI-1 to TGI-20, inclusive.

**SECTION 16.** The Tax-Exempt Bonds (comprised of the Tax-Exempt General Improvement Bonds and the Tax-Exempt Water/Sewer Utility Bonds) and the Taxable General Improvement Bonds are sometimes collectively referred to herein as the “Bonds”.

**SECTION 17.** The Bonds will be issued in fully registered form. One certificate shall be issued for the aggregate principal amount of the Bonds of each series maturing in each year. Both principal of and interest on the Bonds will be payable in lawful money of the United States of America. Each certificate will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), which will act as securities depository for the Bonds (the “Securities Depository”). The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants (the “Participants”) or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers. Individual purchases may be made in the principal amount of \$5,000 each or any integral multiple thereof, with a minimum purchase of \$5,000 required, except that any Bonds in excess of the largest principal amount equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any integral multiple thereof, through book entries made on the books and records of DTC and its Participants. The Bonds will be dated their date of delivery and shall bear interest therefrom, which interest shall be payable semiannually on the fifteenth day of March and September (each an “Interest Payment Date”), in each year until maturity or earlier redemption, as applicable, commencing March 15, 2022, at a rate or rates per annum as proposed by the Winning Bidder(s) in accordance with the applicable Notices of Sale (as hereinafter defined) authorized herein. The principal of and the interest on the Bonds will be paid to the Securities Depository by the Borough, or some other paying agent as the Borough may designate and appoint, on the maturity dates and

\* Preliminary, subject to change as described herein.

due dates and will be credited on the maturity dates and due dates to the Participants of DTC as listed on the records of DTC as of the first day of March and September preceding each Interest Payment Date for the Bonds (the "Record Dates"). The Bonds shall be executed by the manual or facsimile signatures of the Mayor and the Chief Financial Officer of the Borough, under the official seal (or facsimile thereof) affixed, printed, engraved or reproduced thereon and attested to by the manual signature of the Clerk of the Borough. The following matters are hereby determined with respect to the Bonds:

<b>Date of Bonds:</b>	Date of delivery
<b>Principal Payment Dates:</b>	September 15, 2022 and each September 15 thereafter until maturity or earlier redemption, as applicable
<b>Interest Payment Dates:</b>	Semiannually on each March 15 and September 15 of each year until maturity or earlier redemption, as applicable, commencing March 15, 2022
<b>Place of Payment:</b>	Cede & Co., New York, New York.

**SECTION 18.** The Bonds shall be substantially in the forms set forth in Exhibit A, Exhibit B and Exhibit C, respectively, attached hereto with such additions, deletions and omissions as may be necessary for the Borough to market the Bonds of each series in accordance with the requirements of DTC, upon the advice of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, in its capacity as Bond Counsel to the Borough ("Bond Counsel"), and Phoenix Advisors, LLC, Bordentown, New Jersey, in its capacity as Municipal Advisor to the Borough (the "Municipal Advisor").

**SECTION 19.** The Tax-Exempt Bonds shall be sold upon receipt of electronic proposals on or about Tuesday, August 24, 2021 (the "Bid Date") at or about 11:00 a.m. by the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, on i-Deal's Bidcomp®/PARITY® electronic competitive bidding system ("PARITY"), in accordance with the Notice of Sale for Tax-Exempt Bonds (the "Tax-Exempt Notice of Sale") authorized herein in Exhibit D which Tax-Exempt Notice of Sale may be adjusted prior to the Bid Date by the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, upon consultation with the Municipal Advisor and Bond Counsel.

The Taxable General Improvement Bonds shall be sold upon receipt of electronic proposals on the Bid Date at or about 11:15 a.m. by the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, on PARITY, in accordance with the Notice of Sale for Taxable General Improvement Bonds (the "Taxable Notice of Sale" and together with the Tax-Exempt Notice of Sale, the "Notices of Sale") authorized herein in Exhibit E which Taxable Notice of Sale may be adjusted prior to the Bid Date by the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, upon consultation with the Municipal Advisor and Bond Counsel.

The use of the services provided by PARITY and the fees associated therewith are hereby approved. Bond Counsel, on behalf of the Clerk of the Borough, is hereby authorized and directed to arrange for (i) the publication of a summary of such Notices of Sale set forth in Exhibit D and Exhibit E hereto, respectively, to be published not less than seven (7) days prior to the Bid Date in The Bond Buyer, a financial newspaper published and circulating in the City of New York, New York, (ii) the publication of the full text of such Notices of Sale set forth in Exhibit D and Exhibit E hereto, respectively, to be published not less than seven (7) days prior to the Bid Date in the Home News Tribune, and (iii) the posting of the full text of the Notices of Sale set forth in Exhibit D and Exhibit E hereto, respectively, on www.MuniHub.com, the website provided by or for PARITY. Pursuant to N.J.S.A. 40A:2-34, the Borough hereby designates the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, as the financial officers authorized to sell and to award the Bonds in accordance with the Notices of Sale authorized herein and set forth in Exhibit D and Exhibit E hereto, respectively, and such financial officers shall report in writing the results of the sales to the Borough Council at its regularly scheduled meeting thereafter. The Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, are each hereby further authorized and directed to do and accomplish all matters and things necessary or desirable to effectuate the offering and sale of the Bonds.

**SECTION 20.** The Tax-Exempt Notice of Sale for the Tax-Exempt Bonds shall be in the form set forth in Exhibit D attached hereto with such additions, deletions and omissions as may be necessary for the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, to market and sell the Tax-Exempt Bonds, upon the advice of the Municipal Advisor and Bond Counsel to the Borough.

The Taxable Notice of Sale for the Taxable General Improvement Bonds shall be in the form set forth in Exhibit E attached hereto with such additions, deletions and omissions as may be necessary for the Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, to market and sell the Taxable General Improvement Bonds, upon the advice of the Municipal Advisor and Bond Counsel to the Borough.

**SECTION 21.** Each series of Bonds shall have attached thereto a copy of the written opinion with respect to such series of Bonds that is to be rendered by Bond Counsel.

**SECTION 22.** Bond Counsel is hereby authorized and directed to arrange for the printing of the Bonds of each series and for the printing and electronic posting of the Preliminary Official Statement (as defined herein) and the Official Statement (as defined herein), and any and all fees associated therewith. The Preliminary Official Statement and the Official Statement are hereby authorized to be prepared by Bond Counsel, the Municipal Advisor, Samuel Klein and Company, Freehold, New Jersey, auditor to the Borough (the "Auditor"), and other Borough officials. Bond Counsel and the Municipal Advisor are also authorized and directed to arrange for the distribution of the Preliminary Official Statement on behalf of the Borough to those financial institutions that customarily submit bids for such Bonds. The Mayor, the Chief Financial Officer or the Administrator of the Borough are each authorized and directed to execute and deliver any certificates necessary in connection with the distribution of the Preliminary Official

Statement and the Official Statement. The Chief Financial Officer of the Borough, the Administrator of the Borough, Bond Counsel, the Municipal Advisor, and the Auditor are each further authorized and directed to obtain ratings on the Bonds, to prequalify the Bonds for municipal bond insurance, and to prepare and submit financial and other information on the Borough to rating agencies and municipal bond insurers, and the preparation and submission of any such applications is hereby ratified and confirmed.

**SECTION 23.** The Borough hereby covenants that it will comply with any conditions subsequently imposed by the Internal Revenue Code of 1986, as amended (the "Code"), to preserve the exemption from taxation of interest on each series of the Tax-Exempt Bonds, including the requirement to rebate all net investment earnings on the gross proceeds above the yield on the Tax-Exempt Bonds, if necessary.

**SECTION 24.** The Borough is hereby authorized to make representations and warranties, to enter into agreements and to make all arrangements with DTC, as may be necessary to provide that the Bonds will be eligible for deposit with DTC and to satisfy any obligation undertaken in connection therewith.

**SECTION 25.** In the event DTC may determine to discontinue providing its services with respect to the Bonds or is removed by the Borough and if no successor securities depository is appointed, the Bonds which were previously issued in book-entry form shall be converted to Registered Bonds (the "Registered Obligations") in denominations of \$5,000 each or any integral multiple thereof, with a minimum purchase of \$5,000 required, except that any Registered Obligations in excess of the largest principal amount equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any integral multiple thereof. The beneficial owner under the book-entry system, upon registration of the Bonds held in the beneficial owner's name, will become the registered owner of the respective Registered Obligations. The Borough shall be obligated to provide for the execution and delivery of the respective Registered Obligations in certified form.

**SECTION 26.** The Chief Financial Officer is hereby authorized and directed to "deem final" the Official Statement (the "Official Statement") prepared with respect to the issuance of the Bonds and pursuant to the provisions of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, and to execute a certificate regarding same. The Chief Financial Officer is hereby authorized and directed to authorize and approve the use and distribution of the Official Statement in preliminary form (the "Preliminary Official Statement") in connection with the offering and sale of the Bonds. Upon the sale of the Bonds, the Preliminary Official Statement shall be modified, in consultation with Bond Counsel, the Municipal Advisor and the Auditor, to reflect the effect of the sale of the Bonds, and said modified Preliminary Official Statement shall constitute the final Official Statement (the "Final Official Statement"). The Chief Financial Officer or the Mayor of the Borough is hereby authorized and directed to execute and deliver the Final Official Statement to the respective purchasers of the Bonds in accordance with the provisions of the Rule, for their use in the sale, resale and distribution of the Bonds, where and if applicable.

**SECTION 27.** The final Official Statement to be dated on or about August 24, 2021 (the “Final Official Statement”), prepared with respect to the issuance of the Bonds, is hereby authorized to be executed on behalf of the Borough by the Chief Financial Officer or the Mayor of the Borough, as the case may be, and delivered to the respective purchasers of the Bonds for their use in connection with the sale, resale and distribution of the Bonds, where and if applicable. The Chief Financial Officer and the Mayor of the Borough are further hereby authorized and directed to deliver any certificates necessary in connection with the distribution of the Official Statement.

**SECTION 28.** The Borough hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate (the “Certificate”) which will set forth the obligation of the Borough to file, as applicable, budgetary, financial and operating data on an annual basis and notices of certain enumerated events deemed material in accordance with the provisions of the Rule. The Chief Financial Officer of the Borough or the Borough Administrator are each hereby authorized and directed to execute and deliver this Certificate to the respective purchasers of the Bonds, evidencing the Borough’s undertaking with respect to the Rule. Notwithstanding the foregoing, failure of the Borough to comply with the Certificate shall not be considered a default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance, to cause the Borough to comply with its obligations hereunder and thereunder.

**SECTION 29.** The Chief Financial Officer of the Borough or the Administrator of the Borough, as applicable, are each hereby authorized and directed to determine all matters and terms in connection with the Bonds, as applicable (including adjusting the maturity schedule for the Bonds in accordance with the terms set forth in the Notices of Sale attached hereto as Exhibit D and Exhibit E, or any matters set forth in this Resolution that are deemed necessary and advisable to change by the Chief Financial Officer or the Administrator of the Borough, as applicable, in consultation with Bond Counsel, the Municipal Advisor, and the Auditor, prior to the sale or closing of the Bonds), all in consultation with Bond Counsel, the Municipal Advisor, and the Auditor, and the manual or facsimile signature of the Chief Financial Officer or the Administrator of the Borough upon any documents shall be conclusive as to all such determinations. The Chief Financial Officer of the Borough may adjust the principal amount of the Tax-Exempt Bonds and/or the Taxable General Improvement Bonds authorized to be issued hereunder but in no event shall the aggregate principal amount of (i) the Tax-Exempt General Improvement Bonds exceed \$4,433,000, (ii) the Tax-Exempt Water/Sewer Utility Bonds exceed \$3,869,000, or (iii) the Taxable General Improvement Bonds exceed \$5,800,000. The Mayor, the Chief Financial Officer, the Administrator, the Clerk, and any other Borough officials or professionals, including, but not limited to, Bond Counsel, the Municipal Advisor, the Auditor, the Borough Engineer, and the Borough Attorney (collectively, the “Borough Officials”), are each hereby authorized and directed to execute and deliver such documents, certificates, agreements and opinions as are necessary to consummate the authorization, sale, issuance, execution, delivery, and closing of the Bonds and to take such actions or refrain from such actions as are necessary for the authorization, sale, issuance, execution, delivery, and closing of the Bonds, and all such actions or inactions taken by the aforesaid Borough Officials and professionals heretofore are hereby ratified and confirmed.

**SECTION 30.** This Resolution shall take effect immediately. Immediately upon the adoption of this Resolution, Resolution Number 7-21-175, duly adopted by the Borough on July 6, 2021, shall be rescinded and repealed and shall be of no further force or effect.

ADOPTED: August 3, 2021

ATTEST:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

**CERTIFICATE**

I, JOAN HULLINGS, Clerk of the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Borough"), DO HEREBY CERTIFY that the foregoing annexed extract of a resolution contained in the minutes of the regular meeting of the Borough Council duly called and held on August 3, 2021 entitled, "RESOLUTION PROVIDING FOR THE COMBINATION OF CERTAIN BOND ISSUES AS SET FORTH HEREIN, AND DETERMINING THE FORM AND OTHER DETAILS OF THE OFFERING OF (A) \$8,302,000 GENERAL OBLIGATION BONDS, SERIES 2021 (TAX-EXEMPT), CONSISTING OF \$4,433,000 GENERAL IMPROVEMENT BONDS, SERIES 2021 (TAX-EXEMPT) AND \$3,869,000 WATER/SEWER UTILITY BONDS, SERIES 2021 (TAX-EXEMPT), AND (B) \$5,800,000 GENERAL IMPROVEMENT BONDS, SERIES 2021 (FEDERALLY TAXABLE) OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AND PROVIDING FOR THE SALE OF SUCH BONDS, AND DETERMINING CERTAIN MATTERS WITH RESPECT THERETO" has been compared by me with the original thereof as officially recorded in my office in the Minute Book of such governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Borough this \_\_\_\_ day of \_\_\_\_\_, 2021.

(SEAL)

\_\_\_\_\_  
JOAN HULLINGS,  
Clerk of the Borough of Highland Park



**EXHIBIT A**

**BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX  
STATE OF NEW JERSEY  
UNITED STATES OF AMERICA**

**GENERAL IMPROVEMENT BOND, SERIES 2021 (TAX-EXEMPT)**

**NUMBER:** GI-\_\_\_\_\_

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
Date of Delivery	September 15, _____	%	

**REGISTERED OWNER:** Cede & Co.

**PRINCIPAL SUM:** \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_)

The BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a body politic and corporate of the State of New Jersey (the "Borough"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository"), on the Maturity Date specified above, the Principal Sum specified above, and to pay interest on such sum from the Date of Original Issue of this Bond at the Rate of Interest Per Annum specified above semiannually on the fifteenth day of March and September (each an "Interest Payment Date"), commencing March 15, 2022, in each year until maturity or earlier redemption, as applicable. Principal of and interest on this Bond will be paid to the Securities Depository by the Borough, or a duly designated paying agent, and will be credited to the participants (the "Participants") of DTC, as listed on the records of DTC, as of the first day of March and September preceding each Interest Payment Date (the "Record Dates" for such payments).

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its Participants or the transfers of the interests among its Participants. The Participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds of this issue maturing prior to September 15, 2029 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after September 15, 2029 are subject to redemption at the option of the Borough, in whole or in part, on any date on or after September 15, 2028, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of Redemption ("Notice of Redemption") shall be given by mailing by first class mail, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption, in a sealed envelope with postage prepaid to the owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Borough or a duly appointed bond registrar. So long as DTC (or any successor thereto) (the "Securities Depository") acts as Securities Depository for the Bonds, Notices of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of such Securities Depository to advise any of its Participants or any failure of any Participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Borough determines to redeem a portion of the Bonds prior to maturity, such bonds shall be redeemed by the Borough in inverse order of maturity and within any maturity shall be selected by the Borough by lot.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption.

This Bond is one of an authorized issue of Bonds issued pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented, various bond ordinances duly adopted by the Borough Council of the Borough, approved by the Mayor and published as required by law, and a resolution duly adopted by the Borough Council of the Borough on August 3, 2021 entitled, "Resolution Providing For The Combination Of Certain Bond Issues As Set Forth Herein, And Determining The Form And Other Details Of The Offering Of (A) \$8,302,000 General Obligation Bonds, Series 2021 (Tax-Exempt), Consisting Of \$4,433,000 General Improvement Bonds, Series 2021 (Tax-Exempt) And \$3,869,000 Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt), And (B) \$5,800,000 General Improvement Bonds, Series 2021 (Federally Taxable) Of The Borough Of Highland Park, In The County Of Middlesex, State Of New Jersey, And Providing For The Sale Of Such Bonds, And Determining Certain Matters With Respect Thereto".

The full faith and credit of the Borough are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by such Constitution or statutes.

**IN WITNESS WHEREOF**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of its Borough Clerk, and this Bond to be dated the Date of Original Issue as specified above.

**BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY**

(SEAL)

By: [FORM OF BOND; DO NOT EXECUTE]  
GAYLE BRILL MITTLER,  
Mayor

ATTEST:

By: [FORM OF BOND; DO NOT EXECUTE]  
JOAN HULLINGS,  
Clerk

By: [FORM OF BOND; DO NOT EXECUTE]  
LORI MAJESKI,  
Chief Financial Officer

**EXHIBIT B**

**BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX  
STATE OF NEW JERSEY  
UNITED STATES OF AMERICA**

**WATER/SEWER UTILITY BOND, SERIES 2021 (TAX-EXEMPT)**

**NUMBER:** WSU-\_\_\_\_\_

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
Date of Delivery	September 15, _____	%	

**REGISTERED OWNER:** Cede & Co.

**PRINCIPAL SUM:** \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

The BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a body politic and corporate of the State of New Jersey (the "Borough"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository"), on the Maturity Date specified above, the Principal Sum specified above, and to pay interest on such sum from the Date of Original Issue of this Bond at the Rate of Interest Per Annum specified above semiannually on the fifteenth day of March and September (each an "Interest Payment Date"), commencing March 15, 2022, in each year until maturity or earlier redemption, as applicable. Principal of and interest on this Bond will be paid to the Securities Depository by the Borough, or a duly designated paying agent, and will be credited to the participants (the "Participants") of DTC, as listed on the records of DTC, as of the first day of March and September preceding each Interest Payment Date (the "Record Dates" for such payments).

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its Participants or the transfers of the interests among its Participants. The Participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds of this issue maturing prior to September 15, 2029 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after September 15, 2029 are subject to redemption at the option of the Borough, in whole or in part, on any date on or after September 15, 2028, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of Redemption ("Notice of Redemption") shall be given by mailing by first class mail, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption, in a sealed envelope with postage prepaid to the owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Borough or a duly appointed bond registrar. So long as DTC (or any successor thereto) (the "Securities Depository") acts as Securities Depository for the Bonds, Notices of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of such Securities Depository to advise any of its Participants or any failure of any Participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Borough determines to redeem a portion of the Bonds prior to maturity, such Bonds shall be redeemed by the Borough in inverse order of maturity and within any maturity shall be selected by the Borough by lot.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption.

This Bond is one of an authorized issue of Bonds issued pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented, various bond ordinances duly adopted by the Borough Council of the Borough, approved by the Mayor and published as required by law, and a resolution duly adopted by the Borough Council of the Borough on August 3, 2021 entitled, "Resolution Providing For The Combination Of Certain Bond Issues As Set Forth Herein, And Determining The Form And Other Details Of The Offering Of (A) \$8,302,000 General Obligation Bonds, Series 2021 (Tax-Exempt), Consisting Of \$4,433,000 General Improvement Bonds, Series 2021 (Tax-Exempt) And \$3,869,000 Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt), And (B) \$5,800,000 General Improvement Bonds, Series 2021 (Federally Taxable) Of The Borough Of Highland Park, In The County Of Middlesex, State Of New Jersey, And Providing For The Sale Of Such Bonds, And Determining Certain Matters With Respect Thereto".

The full faith and credit of the Borough are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by such Constitution or statutes.

**IN WITNESS WHEREOF**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of its Borough Clerk, and this Bond to be dated the Date of Original Issue as specified above.

**BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY**

(SEAL)

By: [FORM OF BOND; DO NOT EXECUTE]  
GAYLE BRILL MITTLER,  
Mayor

ATTEST:

By: [FORM OF BOND; DO NOT EXECUTE]  
JOAN HULLINGS,  
Clerk

By: [FORM OF BOND; DO NOT EXECUTE]  
LORI MAJESKI,  
Chief Financial Officer

**EXHIBIT C**

**BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX  
STATE OF NEW JERSEY  
UNITED STATES OF AMERICA**

**GENERAL IMPROVEMENT BOND, SERIES 2021 (FEDERALLY TAXABLE)**

**NUMBER:** TGI-\_\_\_\_\_

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>RATE OF INTEREST PER ANNUM</u>	<u>CUSIP NUMBER</u>
Date of Delivery	September 15, _____	%	

**REGISTERED OWNER:** Cede & Co.

**PRINCIPAL SUM:** \_\_\_\_\_ Dollars  
(\$\_\_\_\_\_)

The BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a body politic and corporate of the State of New Jersey (the "Borough"), hereby acknowledges itself indebted and for value received promises to pay to CEDE & CO., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as Securities Depository (the "Securities Depository"), on the Maturity Date specified above, the Principal Sum specified above, and to pay interest on such sum from the Date of Original Issue of this Bond at the Rate of Interest Per Annum specified above semiannually on the fifteenth day of March and September (each an "Interest Payment Date"), commencing March 15, 2022, in each year until maturity or earlier redemption, as applicable. Principal of and interest on this Bond will be paid to the Securities Depository by the Borough, or a duly designated paying agent, and will be credited to the participants (the "Participants") of DTC, as listed on the records of DTC, as of the first day of March and September preceding each Interest Payment Date (the "Record Dates" for such payments).

This Bond is not transferable as to principal or interest except to an authorized nominee of DTC. DTC shall be responsible for maintaining the book-entry system for recording the interests of its Participants or the transfers of the interests among its Participants. The Participants are responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of individual purchasers.

The Bonds of this issue maturing prior to September 15, 2032 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after September 15, 2032 are subject to redemption at the option of the Borough, in whole or in part, on any date on or after September 15, 2031, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of Redemption ("Notice of Redemption") shall be given by mailing by first class mail, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption, in a sealed envelope with postage prepaid to the owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Borough or a duly appointed bond registrar. So long as DTC (or any successor thereto) (the "Securities Depository") acts as Securities Depository for the Bonds, Notices of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of such Securities Depository to advise any of its Participants or any failure of any Participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Borough determines to redeem a portion of the Bonds prior to maturity, such bonds shall be redeemed by the Borough in inverse order of maturity and within any maturity shall be selected by the Borough by lot.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption.

This Bond is one of an authorized issue of Bonds issued pursuant to the provisions of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., as amended and supplemented, Bond Ordinance Number 15-1881 duly adopted by the Borough Council of the Borough on February 17, 2015, approved by the Mayor and published as required by law, entitled "Bond Ordinance Providing For The Acquisition Of An Approximate 4.176 Acre Tract Of Land Designated As Block 47, Lots 27-75 On The Official Highland Park Tax Map, By And In The Borough Of Highland Park, In The County Of Middlesex, State Of New Jersey (The "Borough"); Appropriating \$1,860,000 Therefor And Authorizing The Issuance Of \$1,767,000 Bonds Or Notes Of The Borough To Finance Part Of The Cost Thereof", as amended by Bond Ordinance Number 15-1894 duly adopted by the Borough Council of the Borough on October 1, 2015, Bond Ordinance Number 15-1897 duly adopted by the Borough Council of the Borough on December 1, 2015, Bond Ordinance Number 17-1928 duly adopted by the Borough Council of the Borough on February 21, 2017, and Bond Ordinance Number 18-1965 duly adopted by the Borough Council of the Borough on September 4, 2018, and a resolution duly adopted by the Borough Council of the Borough on August 3, 2021 entitled, "Resolution Providing For The Combination Of Certain Bond Issues As Set Forth Herein, And Determining The Form And Other Details Of The Offering Of (A) \$8,302,000 General Obligation Bonds, Series 2021 (Tax-Exempt), Consisting Of \$4,433,000 General Improvement Bonds, Series 2021 (Tax-Exempt) And \$3,869,000 Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt), And (B) \$5,800,000 General Improvement Bonds, Series 2021 (Federally Taxable) Of The Borough Of Highland Park, In The County Of Middlesex, State Of New Jersey, And Providing For The Sale Of Such Bonds, And Determining Certain Matters With Respect Thereto".

The full faith and credit of the Borough are hereby irrevocably pledged for the punctual payment of the principal of and the interest on this Bond according to its terms.



It is hereby certified and recited that all conditions, acts and things required by the Constitution or the statutes of the State of New Jersey to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of Bonds of which this is one, together with all other indebtedness of the Borough, is within every debt and other limit prescribed by such Constitution or statutes.

**IN WITNESS WHEREOF**, the Borough of Highland Park, in the County of Middlesex, State of New Jersey has caused this Bond to be executed in its name by the manual or facsimile signatures of its Mayor and its Chief Financial Officer, its corporate seal to be hereunto imprinted or affixed, this Bond and the seal to be attested to by the manual signature of its Borough Clerk, and this Bond to be dated the Date of Original Issue as specified above.

**BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY**

(SEAL)

By: [FORM OF BOND; DO NOT EXECUTE]  
GAYLE BRILL MITTLER,  
Mayor

ATTEST:

By: [FORM OF BOND; DO NOT EXECUTE]  
JOAN HULLINGS,  
Clerk

By: [FORM OF BOND; DO NOT EXECUTE]  
LORI MAJESKI,  
Chief Financial Officer

**EXHIBIT D  
BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY**

**NOTICE OF SALE FOR TAX-EXEMPT BONDS  
\$8,302,000\* GENERAL OBLIGATION BONDS, SERIES 2021 (TAX-EXEMPT)**

Consisting of:

**\$4,433,000\* General Improvement Bonds, Series 2021 (Tax-Exempt)  
and  
\$3,869,000\* Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt)**

**(BOOK-ENTRY ONLY)**

**(CALLABLE)**

**SUMMARY**

ISSUER: Borough of Highland Park, in the County of Middlesex, State of New Jersey

PAR AMOUNT: \$8,302,000\* General Obligation Bonds, Series 2021 (Tax-Exempt), consisting of \$4,433,000\* General Improvement Bonds, Series 2021 (Tax-Exempt) (the "Tax-Exempt General Improvement Bonds") and \$3,869,000\* Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt) (the "Tax-Exempt Water/Sewer Utility Bonds" and together with the Tax-Exempt General Improvement Bonds, the "Tax-Exempt Bonds" or the "Bonds")

SECURITY: General Obligations of the Borough as to all Bonds.

TAX EXEMPT: Yes

RATINGS: [Standard & Poor's] [Moody's] – Expected

INSURANCE: The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance.

TYPE OF SALE: Electronic proposals via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") (See Bidding Details herein).

AUCTION AGENT: PARITY

BID/AWARD DATE: The Bonds are being sold on the basis of the Combined Maturity Schedule set forth herein on August 24, 2021 at 11:00 a.m. Award by 2:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: September 15, 2021

INTEREST PAYMENT DATES: March 15 and September 15, commencing March 15, 2022.

CALL DATE: September 15, 2028.

MINIMUM BID: \$8,302,000 (Par); the Bonds will be sold on the basis of the combined maturity schedule set forth herein.

MAXIMUM BID: \$8,717,100 (105% of Par); the Bonds will be sold on the basis of the combined maturity schedule set forth herein.

**BID SECURITY: Good Faith Check or Wire in the amount of \$166,040 received by Borough prior to bidding or a Financial Surety Bond as provided in this Notice, if available.**

BASIS OF AWARD: True Interest Cost.

OFFERING STATEMENT: Preliminary Official Statement available at [www.MuniHub.com](http://www.MuniHub.com).

LEGAL OPINION: Wilentz, Goldman & Spitzer, P.A.

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\* Preliminary, subject to change as described herein.

## **NOTICE**

NOTICE IS HEREBY GIVEN that bids will be received by the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Borough") for the purchase of the Borough's \$8,302,000\* aggregate principal amount of General Obligation Bonds, Series 2021 (Tax-Exempt), consisting of \$4,433,000\* General Improvement Bonds, Series 2021 (Tax-Exempt) (the "Tax-Exempt General Improvement Bonds") and \$3,869,000\* Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt) (the "Tax-Exempt Water/Sewer Utility Bonds" and together with the Tax-Exempt General Improvement Bonds, the "Tax-Exempt Bonds" or the "Bonds"). **All Bids (as defined below) must be submitted in their entirety on i-Deal's PARITY website ("PARITY") at [www.newissuehome.i-deal.com](http://www.newissuehome.i-deal.com) prior to 11:00 a.m., prevailing New Jersey time, on August 24, 2021 (the "Bid Date"). To bid via PARITY, Bidders (as defined below) must have submitted a good faith check in the form of a certified, cashier's or treasurer's check, a wire transfer or a Financial Surety Bond, if available, payable to the Borough in the amount of \$166,040 no later than 11:00 a.m. on the Bid Date (see "Bidding Details" below).**

### **Preliminary and Final Official Statement**

The Borough's Preliminary Official Statement (the "POS") is available for viewing in electronic format on [www.MuniHub.com](http://www.MuniHub.com). In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company, New York, New York (the "DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to 11:00 a.m. (prevailing New Jersey time) on the Bid Date, elect to receive a photocopy of the POS in the mail by requesting it on PARITY or by calling the Borough's bond counsel, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 ("Bond Counsel"). Calls should be directed to Lisa A. Gorab, Esq. at (732) 855-6459 or Charles A. Solimine, Esq. at (732) 855-6430. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Borough to be final as of its date, for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The Borough, at its expense, will make available to the Winning Bidder (as defined herein) a reasonable number of Final Official Statements, within seven (7) business days following the date of acceptance of the Bid.

### **Types of Bids Allowed**

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$8,302,000\*. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Borough, the Bidder will be required to purchase the entire issue in accordance with such Bid (the "Winning Bidder").

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\* Preliminary, subject to change as described herein.

## Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder for the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

## Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each March 15 and September 15 (each an "Interest Payment Date"), commencing March 15, 2022, in each year until maturity or prior redemption, as applicable, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each March 1 and September 1 preceding each Interest Payment Date for the Bonds (the "Record Dates"). The Bonds are general obligations of the Borough.

## Principal Amortization

The Bonds will consist of two series of serial bonds (with one CUSIP for each combined maturity) maturing on September 15 in each year, commencing September 15, 2022 for both series of the Bonds, as indicated on the maturity schedule set forth below. The principal amounts of each serial maturity shall be as set forth below:

### BONDS MATURITY SCHEDULE

<u>Year</u>	<u>Tax-Exempt General- Improvement Bonds*</u>	<u>Tax-Exempt Water/Sewer Utility Bonds*</u>	<u>Combined Maturity Schedule*</u>
2022	\$ 203,000	\$ 269,000	\$ 472,000
2023	230,000	270,000	500,000
2024	240,000	280,000	520,000
2025	325,000	285,000	610,000
2026	335,000	285,000	620,000
2027	345,000	290,000	635,000
2028	355,000	295,000	650,000
2029	400,000	300,000	700,000
2030	400,000	305,000	705,000
2031	400,000	310,000	710,000
2032	400,000	320,000	720,000
2033	400,000	325,000	725,000
2034	<u>400,000</u>	<u>300,000</u>	<u>735,000</u>
Totals	\$4,433,000	\$3,869,000	\$8,302,000

\* Preliminary, subject to change as described herein.

## **Adjustment of Maturity Schedule**

The Borough may, and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds, provided however, that (i) no maturity schedule adjustment shall exceed ten percent (10%) upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed ten percent (10%) upward or downward of the aggregate principal amount of Bonds, as specified herein, and the aggregate principal amount of Bonds, as adjusted, shall not exceed \$8,302,000. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount of the Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount, as calculated from the bid, and the Initial Public Offering Prices required to be delivered to the Borough, as stated herein.

## **Book-Entry Only**

The Bonds will be issued in book-entry only form, and each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds of each series maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants (the "Participants") or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. The Winning Bidder will not receive certificates representing its interests in the Bonds. Individual purchases may be made in the principal amount of \$5,000 each or any integral multiple thereof, with a minimum purchase of \$5,000 required, except that any Bonds in excess of the largest principal amount equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any integral multiple thereof, through book entries made on the books and records of DTC and its Participants. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to Participants to then be remitted to the Beneficial Owners of the Bonds. It shall be the obligation of the Winning Bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

## **Redemption Provisions**

The Bonds of this issue maturing prior to September 15, 2029 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after September 15, 2029 are subject to redemption at the option of the Borough, in whole or in part, on any date on or after September 15, 2028, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of Redemption ("Notice of Redemption") shall be given by mailing by first class mail, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption, in a sealed envelope with postage prepaid to the owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Borough or a duly appointed bond registrar. So long as DTC (or any successor thereto) (the "Securities Depository") acts as Securities Depository for the Bonds, Notices of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of such Securities Depository to advise any of its Participants or any failure of any Participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption

proceedings. If the Borough determines to redeem a portion of the Bonds prior to maturity, such bonds shall be redeemed by the Borough in inverse order of maturity and within any maturity shall be selected by the Borough by lot.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption.

### **Term Bond Option**

Bidders may not elect to structure the issue to include term bonds (the "Term Bond Option"). The Bonds will mature serially as shown in the preceding maturity schedule.

### **Terms of PARITY**

Each electronic bid must be submitted via PARITY. No bidder will see any other bidder's bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the Borough's Municipal Advisor, Sherry Tracey of Phoenix Advisors, LLC, at (609) 291-0130 or PARITY at (212) 849-5021. The Borough may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When a bid for the Bonds is submitted via PARITY, the bidder further agrees that: the Borough may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as the official "Bid for Bonds" executed by a duly authorized signatory of the bidder. If the bid submitted electronically via PARITY is accepted by the Borough, the terms of the bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Borough, and the Borough shall have no liability whatsoever based on any bidder's use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Borough or information provided by the bidder.

The Borough may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service ("TM3"), or by other available means, no later than 3:00 p.m., prevailing New Jersey time, on the last business date prior to the Bid Date.

Once the bids are communicated electronically via PARITY to the Borough, each bid will constitute an official "Bid for Bonds" and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all "Bids for Bonds" electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Borough nor PARITY shall have any duty or obligation to provide or assure to any bidder, and neither the Borough nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Borough is using PARITY as a communication mechanism, and not as the Borough's agent, to conduct the electronic bidding for the Bonds. By using PARITY,

each bidder agrees to hold the Borough harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

The Borough may, in its sole discretion and prior to the electronic receipt of bids, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, no later than 11:00 a.m. (prevailing New Jersey time) on the Bid Date.

### **Bidding Details**

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (1) **THE BONDS ARE BEING SOLD ON THE BASIS OF THE COMBINED MATURITY SCHEDULE SET FORTH ABOVE. ALL BIDDERS SUBMITTING PROPOSALS MUST BID ON BOTH SERIES OF THE BONDS.**
- (2) **BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK, A WIRE TRANSFER OR A FINANCIAL SURETY BOND (IF AVAILABLE) IN THE AMOUNT OF \$166,040 PAYABLE TO THE BOROUGH PRIOR TO THE TIME FOR SUBMISSION OF BIDS AT THE FOLLOWING ADDRESS:**

**Lori Majeski  
Chief Financial Officer  
Borough of Highland Park  
221 South 5<sup>th</sup> Avenue  
Highland Park, New Jersey 08904**

**BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE BOROUGH. TO OBTAIN WIRE TRANSFER INSTRUCTIONS, PLEASE CONTACT THE BOROUGH'S MUNICIPAL ADVISOR, PHOENIX ADVISORS, LLC, BORDENTOWN, NEW JERSEY (THE "MUNICIPAL ADVISOR"). INQUIRIES SHOULD BE DIRECTED TO SHERRY TRACEY AT (609) 291-0130 OR [stracey@muniadvisors.com](mailto:stracey@muniadvisors.com).**

- (3) All Bids must be submitted via the PARITY website at [www.newissuehome.i-deal.com](http://www.newissuehome.i-deal.com). **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**
- (4) All Bids for the Bonds must be submitted on an AON basis.
- (5) Bidders may bid to purchase Bonds from the Borough at a price which is no less than the par amount and no greater than with a premium not to exceed \$415,100 (5% of the combined par amount of the Bonds). No Bid shall be considered that offers to pay an amount less than the total principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest True Interest Cost to the Borough under any legally acceptable Bid. Please note the expectation of the Borough to adjust the amount of Bonds to the amount needed by the Borough, as described in "Adjustment of Maturity Schedule" herein.
- (6) Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). Not more than one rate of interest may be named for the Bonds of the same maturity. The difference between the highest and lowest rates of interest named

shall not exceed two percent (2%). There is no limitation on the number of rates of interest that may be named.

- (7) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (8) The Winning Bidder shall be obligated to furnish to the Borough within forty-eight (48) hours prior to the date of delivery of the Bonds a certificate satisfactory to Bond Counsel to the Borough, the form of which is attached hereto as Exhibit A, to the effect that:  
(i) each maturity of the Bonds has been the subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price set forth in such certificate; (ii) ten percent (10%) or more in par amount of the Bonds of each maturity were sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at the initial public offering price for such maturity set forth in such certificate; (iii) at the time the Winning Bidder submitted its bid to the Borough, based upon then prevailing market conditions, the Winning Bidder had no reason to believe that any maturity of the Bonds would be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at a price greater than the initial public offering price for that maturity, or that the fair market of any maturity of the Bonds would be in excess of the initial public offering price for that maturity (in the event the Borough receives fewer than three (3) bids for the Bonds, then the issue price of the Bonds shall be established based on the first price at which at least 10% of each maturity of the Bonds was sold to the Public (as defined below)); or (iv) the initial offering price to the Public as of the Sale Date of any Maturity of the Bonds as the issue price of that Maturity (the "hold-the-offering-price rule"), in each case applied on a Maturity-by-Maturity basis (and if different interest rates apply within a Maturity, to each separate CUSIP number within that Maturity). The Winning Bidder shall be required to deliver on the Delivery Date a certificate to such effect, and provide to the Borough, in writing, evidence satisfactory to Bond Counsel to the Borough of such sales prices for each maturity of the Bonds. In the event that the Winning Bidder has not sold at least 10% of each maturity of the Bonds to the Public as of the Delivery Date (each, an "Unsold Maturity"), the Winning Bidder shall be subject to the hold-the-offering-price rule. Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter (as defined herein) or a related party to the Underwriter. The term "related party" generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly. Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public. Such certificate shall state that it is made to the best knowledge, information and belief of the Winning Bidder.
- (9) Additionally, the Winning Bidder shall be obligated to furnish to the Borough within forty-eight (48) hours of the Bid Date the public offering prices and reoffering yields for each maturity of each series of the Bonds.



## Definitions

“Bid”	any confirmed purchase offer received by PARITY on or before the auction deadline.
“Bidder”	any firm registered and approved for participation in the sale.
“True Interest Cost”	computed by determining the interest rate, compounded semiannually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding accrued interest to the delivery date. The True Interest Cost serves as the basis for awarding bonds to Winning Bidders.
“Winning Bid”	any purchase offer made by a Bidder and received by PARITY which, at the end of the bidding time period, results in the lowest True Interest Cost which is acceptable to the Borough.

## Bid Procedure and Basis of Award

Subject to the right reserved by the Borough to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest True Interest Cost for the Borough and otherwise complies with this Notice of Sale.

Bids must remain valid until at least 2:00 p.m., prevailing New Jersey time, on the date of the sale, and if accepted by the Borough, prior to such time, shall be irrevocable except as otherwise provided in this Notice of Sale. Upon selection of the Winning Bidder, the Borough will execute an award certificate to award the Bonds and will promptly communicate with the Winning Bidder by telephone, e-mail or fax.

## Bid Security and Method of Payment for Bonds

**A Good Faith Deposit (“Deposit”) in the form of a certified or cashier’s or treasurer’s check, a wire transfer or a Financial Surety Bond, if available, in the amount of \$166,040, payable to the order of the Borough, is required for each Bid to be considered. Wire instructions may be obtained by contacting Sherry Tracey, Municipal Advisor, at (609) 291-0130, and such wire must be received and confirmed by the Borough prior to 11:00 a.m., prevailing New Jersey time, on the Bid Date. If a check is used, it must be a certified or cashier’s or treasurer’s check and must be provided to the Borough prior to 11:00 a.m. (prevailing New Jersey time) on the Bid Date. Each Bidder accepts responsibility for delivering such check or wire Deposit on time and the Borough is not responsible for any check or wire Deposit that is not received on time. If a Financial Surety Bond is available and is used, it must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (the “Director”) and such bond must be submitted to the Borough no later than 11:00 a.m. (prevailing New Jersey time) on the Bid Date at the address referred to above. Use of any Financial Surety Bond must be approved by the Director prior to the Bid and will not be accepted by the Borough unless evidence of such approval is provided prior to the Bid. The Financial Surety Bond must identify the Bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to a Bidder utilizing a Financial Surety Bond, then that Winning Bidder is required to submit its Deposit to the Borough by wire transfer as instructed by the Borough not later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the**

**Borough to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Winning Bidder. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted Bid or fails (other than for reasons permitted under this Notice) to accept delivery of and pay for the Bonds on the closing date, the Deposit shall be retained by the Borough as and for full liquidated damages to secure the Borough from any loss resulting from such failure by the Winning Bidder. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 2:00 p.m. of the day for receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Borough on or about September 15, 2021.**

### **Right to Reject Bids; Waive Irregularities**

The Borough reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

### **Delivery of the Bonds**

The Bonds will be delivered on or about September 15, 2021 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing certificates, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, the receipt of payment therefor and compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to preserve tax exemption of the interest on the Bonds for Federal income tax purposes, (3) a certificate signed by the Borough relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with the Rule (as defined herein) and the undertaking of the Borough with respect thereto.

### **CUSIP Identification Numbers**

CUSIP Identification Numbers (one CUSIP for the combined aggregate amount of Bonds maturing in each year) will be applied for with respect to the Bonds. The request for the assignment of such CUSIP Identification Numbers shall be the responsibility of the Municipal Advisor and the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Winning Bidder of the Bonds. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Bonds to have the CUSIP numbers printed on the Bonds. The Borough will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Winning Bidder thereof to accept delivery of and make payment for the Bonds. There will be one CUSIP number for each combined maturity of the Bonds.

## Legal Opinion

The approving opinion of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Borough, will be furnished without cost to the Winning Bidder, such opinion to be substantially in the form set forth in the Final Official Statement distributed in preliminary form in connection with the sale of the Bonds, to the effect that the Bonds are valid and legally binding obligations of the Borough, that all the taxable property therein will be subject to the levy of *ad valorem* taxes to pay the principal of the Bonds and the interest thereon without limitation as to rate or amount and that interest on the Bonds is not includable as gross income under current Federal income tax law if the Borough complies with all conditions subsequent contained in the Code, except to the extent that interest on the Bonds held by a corporate taxpayer is included in the income computation for calculation of the corporate alternative minimum tax, and that interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

## Postponement

The Borough reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON PARITY, BEFORE 11:00 A.M. ON THE BID DATE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced on PARITY at the time the sale date and time are announced.

## Termination

The Winning Bidder at its option may refuse to accept the Bonds if prior to their delivery any change in any income tax law of the United States of America, shall provide that the interest thereon is includable or shall be includable in gross income at a future date for Federal income tax purposes. In such case, the Deposit made by such Winning Bidder shall be returned and such bidder will be relieved of its contractual obligations arising from the acceptance of its Winning Bid.

## Clarification of Notice of Sale Terms

The Borough may, in its sole discretion and prior to the electronic receipt of proposals, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by publishing the clarification on PARITY, or any other available means, no later than 3:00 p.m. (prevailing New Jersey time) on the last business day prior to the Bid Date.

## Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Borough. This Notice of Sale and the POS may be viewed on [www.MuniHub.com](http://www.MuniHub.com). However, the Borough makes no assurance or representation with respect to the form of this Notice of Sale and the POS on [www.MuniHub.com](http://www.MuniHub.com), and no investment decision should be made in reliance thereon. Printed copies of the POS and this Notice of Sale may be obtained from the Bond Counsel at the address and phone numbers stated below. Additional information relating to the financing of the Borough can be obtained by contacting Lori Majeski, Chief Financial Officer, Borough of Highland Park, 221 South 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904, telephone (732) 819-3780 or email [lmajeski@hpboro.com](mailto:lmajeski@hpboro.com); Sherry Tracey, Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505, telephone (609) 291-0130 or email [stracey@muniadvisors.com](mailto:stracey@muniadvisors.com); or Borough Bond Counsel, Lisa A. Gorab, Esq., Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095, telephone (732) 855-6459 or email [lgorab@wilentz.com](mailto:lgorab@wilentz.com), or Charles A. Solimine, Esq., telephone (732) 855-6430 or email [tsolimine@wilentz.com](mailto:tsolimine@wilentz.com).

/s/ Lori Majeski

Lori Majeski  
Chief Financial Officer  
Borough of Highland Park  
in the County of Middlesex  
State of New Jersey

August 17, 2021

**EXHIBIT A to the Notice of Sale for Tax-Exempt Bonds**

**Form of Issue Price Certificate for the Bonds**

September \_\_, 2021

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

Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive  
Woodbridge, New Jersey 07095

Re: Borough of Highland Park, in the County of Middlesex,  
State of New Jersey  
\$8,302,000 aggregate principal amount of General Obligation Bonds,  
Series 2021 (Tax-Exempt), consisting of (i) \$4,433,000 aggregate  
principal amount of General Improvement Bonds, Series 2021 (Tax-  
Exempt) and (ii) \$3,869,000 aggregate principal amount of  
Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt) (collectively,  
the "Bonds")

Ladies and Gentlemen:

The undersigned, as a representative of \_\_\_\_\_, the Underwriter (the "Underwriter") of the \$8,302,000 aggregate principal amount of General Obligation Bonds, Series 2021 (Tax-Exempt), consisting of (i) \$4,433,000 aggregate principal amount of General Improvement Bonds, Series 2021 (Tax-Exempt) and (ii) \$3,869,000 aggregate principal amount of Water/Sewer Utility Bonds, Series 2021 (Tax-Exempt) (collectively, the "Bonds") sold on August 24, 2021 (the "Sale Date"), dated and issued on the date hereof, of the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Issuer" or the "Borough"), hereby certifies as follows:

[1. [Alternate 1 - ***Bids Received From at Least 3 Underwriters and Release of 10% Rule.***]

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the undersigned are the prices listed in Exhibit A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the undersigned in formulating its bid to purchase the Bonds.

(b) The undersigned was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the undersigned constituted a firm offer to purchase the Bonds.

(d) Based on the Expected Offering Prices, the aggregate offering prices of the Bonds to the Public is \$\_\_\_\_\_ (face amount of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_).]

[1. [Alternate 2 - **Competitive Sale Requirements not satisfied - Actual sale of at least 10% of Bonds by closing**] As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public are the respective prices listed in Exhibit A (collectively, the “Offering Prices”). Based on the Offering Prices, the aggregate Offering Prices of the Bonds to the Public is \$\_\_\_\_\_ (face amount of \$\_\_\_\_\_, plus original issue premium of \$\_\_\_\_\_).]

[1. **Hold-the-Price language**] As of the Sale Date, the Underwriter offered the Bonds to the Public for purchase at the respective Offering Prices listed in Exhibit A. The Underwriter agrees that (i) for each Maturity of Bonds it will neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Offering Price listed in Exhibit A for such Maturity during the Holding Period for such Maturity (the “Hold-The-Offering-Price Rule”) and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the Hold-The-Offering-Price Rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of Bonds at a price that is higher than the respective Offering Price for that Maturity of the Bonds for the Holding Period.

2. **Defined Terms.** In addition to the terms defined above, the following terms used herein shall have the meanings therefor set forth below:

[(a) “Holding Period” means for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Maturity of the Bonds to the Public at prices that are no higher than the Offering Price for such Maturity.]

(b) “Maturity” means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) “Public” means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than fifty percent (50%) common ownership, directly or indirectly.

(d) “Sale Date” means the first day on which there is a binding contract in writing for the sale of a Maturity of Bonds. The Sale Date of the Bonds is August 24, 2021.

(e) “Underwriter” means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate

in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the undersigned's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to compliance with the federal income tax rules affecting the Bonds, and by bond counsel in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

Very truly yours,

\_\_\_\_\_ [UNDERWRITER]

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

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

Title \_\_\_\_\_

**EXHIBIT E  
BOROUGH OF HIGHLAND PARK,  
IN THE COUNTY OF MIDDLESEX,  
STATE OF NEW JERSEY**

**NOTICE OF SALE FOR TAXABLE GENERAL IMPROVEMENT BONDS**

**\$5,800,000\* GENERAL IMPROVEMENT BONDS, SERIES 2021 (FEDERALLY TAXABLE)**

**(BOOK-ENTRY ONLY)**

**(CALLABLE)**

**SUMMARY**

ISSUER: Borough of Highland Park, in the County of Middlesex, State of New Jersey

PAR AMOUNT: \$5,800,000\* General Improvement Bonds, Series 2021 (Federally Taxable) (the "Taxable Bonds" or the "Bonds")

SECURITY: General Obligations of the Borough as to all Bonds.

TAX EXEMPT: No

RATINGS: [Standard & Poor's] [Moody's] – Expected

INSURANCE: The Winning Bidder of the Bonds may, at its sole option and expense, purchase a policy of municipal bond insurance.

TYPE OF SALE: Electronic proposals via the Parity Electronic Bid System ("PARITY") of i-Deal LLC ("i-Deal") (See Bidding Details herein).

AUCTION AGENT: PARITY

BID/AWARD DATE: The Bonds are being sold on the basis of the Maturity Schedule set forth herein on August 24, 2021 at 11:15 a.m. Award by 2:00 p.m.

DATED DATE: Date of Delivery

DELIVERY DATE: September 15, 2021

INTEREST PAYMENT DATES: March 15 and September 15, commencing March 15, 2022.

CALL DATE: September 15, 2031.

MINIMUM BID: \$5,800,000 (Par); the Bonds will be sold on the basis of the maturity schedule set forth herein.

MAXIMUM BID: \$6,090,000 (105% of Par); the Bonds will be sold on the basis of the maturity schedule set forth herein.

**BID SECURITY: Good Faith Check or Wire in the amount of \$116,000 received by Borough prior to bidding or a Financial Surety Bond as provided in this Notice, if available.**

BASIS OF AWARD: True Interest Cost.

OFFERING STATEMENT: Preliminary Official Statement available at [www.MuniHub.com](http://www.MuniHub.com).

LEGAL OPINION: Wilentz, Goldman & Spitzer, P.A.

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\* Preliminary, subject to change as described herein.



## **NOTICE**

NOTICE IS HEREBY GIVEN that bids will be received by the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Borough") for the purchase of the Borough's \$5,800,000\* aggregate principal amount of General Improvement Bonds, Series 2021 (Federally Taxable) (the "Taxable Bonds" or the "Bonds"). **All Bids (as defined below) must be submitted in their entirety on i-Deal's PARITY website ("PARITY") at [www.newissuehome.i-deal.com](http://www.newissuehome.i-deal.com) prior to 11:15 a.m., prevailing New Jersey time, on August 24, 2021 (the "Bid Date"). To bid via PARITY, Bidders (as defined below) must have submitted a good faith check in the form of a certified, cashier's or treasurer's check, a wire transfer or a Financial Surety Bond, if available, payable to the Borough in the amount of \$116,000 no later than 11:15 a.m. on the Bid Date (see "Bidding Details" below).**

### **Preliminary and Final Official Statement**

The Borough's Preliminary Official Statement (the "POS") is available for viewing in electronic format on [www.MuniHub.com](http://www.MuniHub.com). In addition, broker dealers registered with the National Association of Securities Dealers (the "NASD") and dealer banks with The Depository Trust Company, New York, New York (the "DTC") clearing arrangements may either: (a) print out a copy of the POS on their own printer, or (b) at any time prior to 11:15 a.m. (prevailing New Jersey time) on the Bid Date, elect to receive a photocopy of the POS in the mail by requesting it on PARITY or by calling the Borough's bond counsel, Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095 ("Bond Counsel"). Calls should be directed to Lisa A. Gorab, Esq. at (732) 855-6459 or Charles A. Solimine, Esq. at (732) 855-6430. All Bidders must review the POS and certify that they have done so prior to participating in the bidding.

The POS is deemed by the Borough to be final as of its date, for purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended and supplemented, except for the omission of information concerning the offering price(s), interest rate(s), selling compensation, aggregate principal amount of the Bonds and any other terms or provisions to be determined from the successful Bid(s) or depending on such matters, and the identity of the underwriter(s). The POS is, however, subject to such further revisions, amendments and completion in a Final Official Statement (the "Final Official Statement") as may be necessary.

The Borough, at its expense, will make available to the Winning Bidder (as defined herein) a reasonable number of Final Official Statements, within seven (7) business days following the date of acceptance of the Bid.

### **Types of Bids Allowed**

Subject to the Bid requirements described below, Bids for the Bonds must be submitted on an "All-or-None" ("AON") basis for the entire amount of \$5,800,000\*. First, a Bidder must submit a conforming Bid for the entire issue, and if such Bid is accepted by the Borough, the Bidder will be required to purchase the entire issue in accordance with such Bid (the "Winning Bidder").

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\* Preliminary, subject to change as described herein.

## Insurance

If the Bonds qualify for the issuance of any policy of municipal bond insurance, the Bidder for the Bonds may, at its sole option and expense, purchase such insurance. The insurance premium, if any, will be paid by the Bidder. Any failure of the Bonds to be so insured shall not in any way relieve the Winning Bidder of its contractual obligations arising from the acceptance of its proposal for the purchase of the Bonds.

## Interest Payment Dates; Description of the Bonds

The Bonds will be dated their date of delivery and will bear interest from such date payable semiannually on each March 15 and September 15 (each an "Interest Payment Date"), commencing March 15, 2022, in each year until maturity or prior redemption, as applicable, by payment of money to DTC or its authorized nominee. DTC will credit payments of principal of and interest on the Bonds to the Participants of DTC as listed on the records of DTC as of each March 1 and September 1 preceding each Interest Payment Date for the Bonds (the "Record Dates"). The Bonds are general obligations of the Borough.

## Principal Amortization

The Bonds will consist of one series of serial bonds (with one CUSIP for each maturity) maturing on September 15 in each year, commencing September 15, 2022 for the Bonds, as indicated on the maturity schedule set forth below. The principal amounts of each serial maturity shall be as set forth below:

### BONDS MATURITY SCHEDULE \$5,800,000 GENERAL IMPROVEMENT BONDS, SERIES 2021 (FEDERALLY TAXABLE)

<u>Year</u>	<u>Principal Amount*</u>	<u>Year</u>	<u>Principal Amount*</u>
2022	\$160,000	2032	\$320,000
2023	165,000	2033	320,000
2024	190,000	2034	320,000
2025	250,000	2035	320,000
2026	275,000	2036	320,000
2027	290,000	2037	320,000
2028	310,000	2038	320,000
2029	320,000	2039	320,000
2030	320,000	2040	320,000
2031	320,000	2041	320,000

## Adjustment of Maturity Schedule

The Borough may, and expects to, after the receipt and opening of bids, adjust the maturity schedule of the Bonds, provided however, that (i) no maturity schedule adjustment shall exceed ten percent (10%) upward or downward of the principal for any maturity as specified herein, and (ii) the aggregate adjustment to the maturity schedule shall not exceed ten percent (10%) upward or downward of the aggregate principal amount of Bonds, as specified herein, and the aggregate principal amount of Bonds, as adjusted, shall not exceed \$5,800,000. The dollar amount bid by the successful bidder shall be adjusted to reflect any adjustments in the aggregate principal amount

\* Preliminary, subject to change as described herein.

of the Bonds to be issued. The adjusted bid price will reflect changes in the dollar amount of the underwriter's discount and the original issue premium or discount, but will not change the per bond underwriter's discount, as calculated from the bid, and the Initial Public Offering Prices required to be delivered to the Borough, as stated herein.

### **Book-Entry Only**

The Bonds will be issued in book-entry only form, and each certificate will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. The Bonds will be issued in the form of one certificate for the aggregate principal amount of the Bonds maturing in each year and will be payable as to both principal and interest in lawful money of the United States of America. The certificates will be on deposit with DTC. DTC will be responsible for maintaining a book-entry system for recording the interests of its participants (the "Participants") or the transfers of the interests among its Participants. The Participants will be responsible for maintaining records regarding the beneficial ownership interests in the Bonds on behalf of the individual purchasers. The Winning Bidder will not receive certificates representing its interests in the Bonds. Individual purchases may be made in the principal amount of \$5,000 each or any integral multiple thereof, with a minimum purchase of \$5,000 required, except that any Bonds in excess of the largest principal amount equaling a multiple of \$5,000 shall be in denominations of \$1,000 or any integral multiple thereof, through book entries made on the books and records of DTC and its Participants. Payments of principal, interest and redemption premium, if any, will be made by the paying agent to DTC for subsequent disbursement to Participants to then be remitted to the Beneficial Owners of the Bonds. It shall be the obligation of the Winning Bidder to furnish to DTC an underwriter's questionnaire and the denominations of the Bonds not less than seventy-two (72) hours prior to the delivery of the Bonds.

### **Redemption Provisions**

The Bonds of this issue maturing prior to September 15, 2032 are not subject to redemption prior to their stated maturities. The Bonds of this issue maturing on or after September 15, 2032 are subject to redemption at the option of the Borough, in whole or in part, on any date on or after September 15, 2031, upon notice as required herein, at one hundred percent (100%) of the principal amount thereof being redeemed (the "Redemption Price"), plus accrued interest to the date fixed for redemption.

Notice of Redemption ("Notice of Redemption") shall be given by mailing by first class mail, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption, in a sealed envelope with postage prepaid to the owners of the Bonds at their respective addresses as they last appear on the registration books kept for that purpose by the Borough or a duly appointed bond registrar. So long as DTC (or any successor thereto) (the "Securities Depository") acts as Securities Depository for the Bonds, Notices of Redemption shall be sent to such Securities Depository and shall not be sent to the beneficial owners of the Bonds. Any failure of such Securities Depository to advise any of its Participants or any failure of any Participant to notify any beneficial owner of any Notice of Redemption shall not affect the validity of the redemption proceedings. If the Borough determines to redeem a portion of the Bonds prior to maturity, such bonds shall be redeemed by the Borough in inverse order of maturity and within any maturity shall be selected by the Borough by lot.

If Notice of Redemption has been given as provided herein, the Bonds or the portion thereof called for redemption shall be due and payable on the date fixed for redemption at the Redemption Price, together with accrued interest to the date fixed for redemption.

## **Term Bond Option**

Bidders may not elect to structure the issue to include term bonds (the “Term Bond Option”). The Bonds will mature serially as shown in the preceding maturity schedule.

## **Terms of PARITY**

Each electronic bid must be submitted via PARITY. No bidder will see any other bidder’s bid, nor will any bidder see the status of its bid relative to other bids (e.g., whether its bid is a leading bid). To the extent any instructions or directions set forth on PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact the Borough’s Municipal Advisor, Sherry Tracey of Phoenix Advisors, LLC, at (609) 291-0130 or PARITY at (212) 849-5021. The Borough may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When a bid for the Bonds is submitted via PARITY, the bidder further agrees that: the Borough may regard the electronic transmission of the bid via PARITY (including information about the purchase price of the Bonds, the interest rate or rates to be borne by the various maturities of the Bonds, the initial public offering price of each maturity of the Bonds and any other information included in such transmission) as the official “Bid for Bonds” executed by a duly authorized signatory of the bidder. If the bid submitted electronically via PARITY is accepted by the Borough, the terms of the bid and this Notice of Sale and the information that is electronically transmitted via PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

PARITY is not an agent of the Borough, and the Borough shall have no liability whatsoever based on any bidder’s use of PARITY, including but not limited to any failure by PARITY to correctly or timely transmit information provided by the Borough or information provided by the bidder.

The Borough may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via Thomson News Service (“TM3”), or by other available means, no later than 3:00 p.m., prevailing New Jersey time, on the last business date prior to the Bid Date.

Once the bids are communicated electronically via PARITY to the Borough, each bid will constitute an official “Bid for Bonds” and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all “Bids for Bonds” electronically via PARITY, the time as maintained on PARITY shall constitute the official time.

Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the Borough nor PARITY shall have any duty or obligation to provide or assure to any bidder, and neither the Borough nor PARITY shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, PARITY. The Borough is using PARITY as a communication mechanism, and not as the Borough’s agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the Borough harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

The Borough may, in its sole discretion and prior to the electronic receipt of bids, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by issuing a notification of the clarification via TM3, or any other available means, no later than 11:15 a.m. (prevailing New Jersey time) on the Bid Date.

## Bidding Details

Bidders should be aware of the following bidding details associated with the sale of the Bonds:

- (10) **THE BONDS ARE BEING SOLD ON THE BASIS OF THE MATURITY SCHEDULE SET FORTH ABOVE. ALL BIDDERS SUBMITTING PROPOSALS MUST BID ON ALL OF THE BONDS.**
- (11) **BIDDERS MUST SUBMIT EITHER A GOOD FAITH CHECK, A WIRE TRANSFER OR A FINANCIAL SURETY BOND (IF AVAILABLE) IN THE AMOUNT OF \$116,000 PAYABLE TO THE BOROUGH PRIOR TO THE TIME FOR SUBMISSION OF BIDS AT THE FOLLOWING ADDRESS:**

**Lori Majeski  
Chief Financial Officer  
Borough of Highland Park  
221 South 5<sup>th</sup> Avenue  
Highland Park, New Jersey 08904**

**BIDDERS SUBMITTING GOOD FAITH CHECKS SHOULD ALSO ENCLOSE A RETURN ENVELOPE FOR USE BY THE BOROUGH. TO OBTAIN WIRE TRANSFER INSTRUCTIONS, PLEASE CONTACT THE BOROUGH'S MUNICIPAL ADVISOR, PHOENIX ADVISORS, LLC, BORDENTOWN, NEW JERSEY (THE "MUNICIPAL ADVISOR"). INQUIRIES SHOULD BE DIRECTED TO SHERRY TRACEY AT (609) 291-0130 OR [stracey@muniadvisors.com](mailto:stracey@muniadvisors.com).**

- (12) All Bids must be submitted via the PARITY website at [www.newissuehome.i-deal.com](http://www.newissuehome.i-deal.com). **No telephone, telefax, telegraph or personal delivery Bids will be accepted.**
- (13) All Bids for the Bonds must be submitted on an AON basis.
- (14) Bidders may bid to purchase Bonds from the Borough at a price which is no less than the par amount and no greater than with a premium not to exceed \$290,000 (5% of the par amount of the Bonds). No Bid shall be considered that offers to pay an amount less than the total principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest True Interest Cost to the Borough under any legally acceptable Bid. Please note the expectation of the Borough to adjust the amount of Bonds to the amount needed by the Borough, as described in "Adjustment of Maturity Schedule" herein.
- (15) Bidders must specify a rate of interest for each maturity of the Bonds which rate of interest must be expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). Not more than one rate of interest may be named for the Bonds of the same maturity. The difference between the highest and lowest rates of interest named shall not exceed two percent (2%). There is no limitation on the number of rates of interest that may be named.
- (16) Bidders are only permitted to submit Bids for the Bonds during the bidding period.
- (17) INTENTIONALLY OMITTED

- (18) Additionally, the Winning Bidder shall be obligated to furnish to the Borough within forty-eight (48) hours of the Bid Date the public offering prices and reoffering yields for each maturity of the Bonds.

### **Definitions**

- “Bid” any confirmed purchase offer received by PARITY on or before the auction deadline.
- “Bidder” any firm registered and approved for participation in the sale.
- “True Interest Cost” computed by determining the interest rate, compounded semiannually, necessary to discount the debt service payments to the date of the Bonds and to the price bid, excluding accrued interest to the delivery date. The True Interest Cost serves as the basis for awarding bonds to Winning Bidders.
- “Winning Bid” any purchase offer made by a Bidder and received by PARITY which, at the end of the bidding time period, results in the lowest True Interest Cost which is acceptable to the Borough.

### **Bid Procedure and Basis of Award**

Subject to the right reserved by the Borough to reject any or all Bids, the Bonds will be sold to the Bidder whose Bid produces the lowest True Interest Cost for the Borough and otherwise complies with this Notice of Sale.

Bids must remain valid until at least 2:00 p.m., prevailing New Jersey time, on the date of the sale, and if accepted by the Borough, prior to such time, shall be irrevocable except as otherwise provided in this Notice of Sale. Upon selection of the Winning Bidder, the Borough will execute an award certificate to award the Bonds and will promptly communicate with the Winning Bidder by telephone, e-mail or fax.

### **Bid Security and Method of Payment for Bonds**

**A Good Faith Deposit (“Deposit”) in the form of a certified or cashier’s or treasurer’s check, a wire transfer or a Financial Surety Bond, if available, in the amount of \$116,000, payable to the order of the Borough, is required for each Bid to be considered. Wire instructions may be obtained by contacting Sherry Tracey, Municipal Advisor, at (609) 291-0130, and such wire must be received and confirmed by the Borough prior to 11:15 a.m., prevailing New Jersey time, on the Bid Date. If a check is used, it must be a certified or cashier’s or treasurer’s check and must be provided to the Borough prior to 11:15 a.m. (prevailing New Jersey time) on the Bid Date. Each Bidder accepts responsibility for delivering such check or wire Deposit on time and the Borough is not responsible for any check or wire Deposit that is not received on time. If a Financial Surety Bond is available and is used, it must be from an insurance company licensed to issue such a bond in the State of New Jersey and approved by the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs (the “Director”) and such bond must be submitted to the Borough no later than 11:15 a.m. (prevailing New Jersey time) on the Bid Date at the address referred to above. Use of any Financial Surety Bond must be approved by the Director prior to the Bid and will not be accepted by the Borough unless evidence of such approval is provided prior to the Bid. The Financial Surety Bond must identify the Bidder whose Deposit is guaranteed by such Financial Surety Bond. If the**

**Bonds are awarded to a Bidder utilizing a Financial Surety Bond, then that Winning Bidder is required to submit its Deposit to the Borough by wire transfer as instructed by the Borough not later than 3:30 p.m. on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the Borough to satisfy the Deposit requirement. No interest on the Deposit will accrue to the Winning Bidder. The Deposit will be applied to the purchase price of the Bonds. In the event the Winning Bidder fails to honor its accepted Bid or fails (other than for reasons permitted under this Notice) to accept delivery of and pay for the Bonds on the closing date, the Deposit shall be retained by the Borough as and for full liquidated damages to secure the Borough from any loss resulting from such failure by the Winning Bidder. Award of the Bonds to the Winning Bidder or rejection of all Bids is expected to be made within two hours after opening of the Bids, but such Winning Bidder may not withdraw its proposal until after 2:00 p.m. of the day for receipt of such Bids and then only if such award has not been made prior to the withdrawal. The balance of the purchase price shall be paid in Federal Funds by wire transfer to the Borough on or about September 15, 2021.**

### **Right to Reject Bids; Waive Irregularities**

The Borough reserves the right to reject any and all Bids and to the extent permitted by law to waive any irregularity or informality in any Bid.

### **Delivery of the Bonds**

The Bonds will be delivered on or about September 15, 2021 (UNLESS A NOTICE OF A CHANGE IN THE DELIVERY DATE IS PUBLISHED ON PARITY NOT LATER THAN 2 HOURS PRIOR TO ANY ANNOUNCED DATE FOR RECEIPT OF BIDS) in New York City at DTC against payment of the purchase price therefor (less the amount of the good faith deposit). PAYMENT FOR THE BONDS AT THE TIME OF ORIGINAL ISSUANCE AND DELIVERY SHALL BE BY WIRE TRANSFER OF IMMEDIATELY AVAILABLE FUNDS.

There will also be furnished the usual closing certificates, including (1) a certificate, in form and tenor satisfactory to Bond Counsel and dated as of the date of such delivery of the Bonds, to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened affecting the validity of the Bonds, (2) certificates in form satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds, and the receipt of payment therefor, (3) a certificate signed by the Borough relating to the Official Statement, and (4) a Continuing Disclosure Certificate evidencing compliance with the Rule (as defined herein) and the undertaking of the Borough with respect thereto.

### **CUSIP Identification Numbers**

CUSIP Identification Numbers (one CUSIP for the aggregate amount of Bonds maturing in each year) will be applied for with respect to the Bonds. The request for the assignment of such CUSIP Identification Numbers shall be the responsibility of the Municipal Advisor and the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Winning Bidder of the Bonds. CUSIP numbers must be communicated to Bond Counsel within twenty-four (24) hours of the award of the Bonds to have the CUSIP numbers printed on the Bonds. The Borough will assume no obligation for the assignment or printing of such numbers on the Bonds or for the correctness of such numbers, and neither the failure to print such numbers on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Winning Bidder thereof to accept delivery of and make payment for the Bonds. There will be one CUSIP number for each maturity of the Bonds.

## Legal Opinion

The approving opinion of Wilentz, Goldman & Spitzer, P.A., Woodbridge, New Jersey, Bond Counsel to the Borough, will be furnished without cost to the Winning Bidder, such opinion to be substantially in the form set forth in the Final Official Statement distributed in preliminary form in connection with the sale of the Bonds, to the effect that the Bonds are valid and legally binding obligations of the Borough, that all the taxable property therein will be subject to the levy of *ad valorem* taxes to pay the principal of the Bonds and the interest thereon without limitation as to rate or amount, and that interest on the Bonds and any gain on the sale thereof is not includable as gross income under the existing New Jersey Gross Income Tax Act.

## Postponement

The Borough reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON PARITY, BEFORE 11:15 A.M. ON THE BID DATE.** If any date fixed for the receipt of Bids and the sale of the Bonds is postponed, an alternative sale date will be announced via PARITY at least forty-eight (48) hours prior to such alternative sale date. On any such alternative sale date, any Bidder may submit a Bid for the purchase of the Bonds in conformity in all respects with the provisions of this Notice of Sale, except for the date of sale and except for the changes announced on PARITY at the time the sale date and time are announced.

## Clarification of Notice of Sale Terms

The Borough may, in its sole discretion and prior to the electronic receipt of proposals, clarify any term hereof, including, without limitation, its decision to discontinue use of electronic bidding via PARITY, by publishing the clarification on PARITY, or any other available means, no later than 3:00 p.m. (prevailing New Jersey time) on the last business day prior to the Bid Date.



## Additional Information

For further information relating to the Bonds, reference is made to the POS prepared for and authorized by the Borough. This Notice of Sale and the POS may be viewed on [www.MuniHub.com](http://www.MuniHub.com). However, the Borough makes no assurance or representation with respect to the form of this Notice of Sale and the POS on [www.MuniHub.com](http://www.MuniHub.com), and no investment decision should be made in reliance thereon. Printed copies of the POS and this Notice of Sale may be obtained from the Bond Counsel at the address and phone numbers stated below. Additional information relating to the financing of the Borough can be obtained by contacting Lori Majeski, Chief Financial Officer, Borough of Highland Park, 221 South 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904, telephone (732) 819-3780 or email [lmajeski@hpboro.com](mailto:lmajeski@hpboro.com); Sherry Tracey, Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505, telephone (609) 291-0130 or email [stracey@muniadvisors.com](mailto:stracey@muniadvisors.com); or Borough Bond Counsel, Lisa A. Gorab, Esq., Wilentz, Goldman & Spitzer, P.A., 90 Woodbridge Center Drive, Woodbridge, New Jersey 07095, telephone (732) 855-6459 or email [lgorab@wilentz.com](mailto:lgorab@wilentz.com), or Charles A. Solimine, Esq., telephone (732) 855-6430 or email [tsolimine@wilentz.com](mailto:tsolimine@wilentz.com).

/s/ Lori Majeski

Lori Majeski  
Chief Financial Officer  
Borough of Highland Park  
in the County of Middlesex  
State of New Jersey

August 17, 2021

BOROUGH OF HIGHLAND PARK  
NO. 8-21-205

RESOLUTION AMENDING RESOLUTION NO. 7-21-181 (FALL TREE PLANTING PROJECT)

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, pursuant to Resolution No. 7-21-181 adopted by the Borough Council on July 6, 2021, New Jersey Tree Foundation, Jackson, NJ was awarded the fall 2021 tree planting project; and

WHEREAS, a Blanket Purchase Order was generated, Purchase Order No. 21-01087 in the amount of \$8,160; and

WHEREAS, it is necessary to increase the Blanket Purchase Order by \$4,065.00 to accurately reflect the total project costs; and

WHEREAS, funds for this additional increase are available the amount of \$4,065.00 in Account No. T-12-56-500-001, 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 Purchase Order No. 21-01087 be increased from \$8,160.00 to \$12,225.00.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Assistant to the Borough Administrator and the Chief Financial Officer forthwith.

ADOPTED: August 3, 2021

ATTEST:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO:  
AVAILABILITY OF FUNDS \$4,065.00  
ACCOUNT NO. T-12-56-500-001  
P.O. NO. \_\_\_\_\_  
BY:  
  
FINANCE DIRECTOR

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
NO. 8-21-206

A RESOLUTION TO DONATE SURPLUS FIRE DEPARTMENT GEAR TO  
NEW JERSEY FIREFIGHTERS HELPING ALABAMA FIREFIGHTERS

RESOLUTION: Public Safety Committee

WHEREAS, the Borough of Highland Park has declared certain Fire Department gear, described below, to be out of service as they no longer meet the standards set forth by the New Jersey Division of Fire Safety; and

WHEREAS, there is a need for certain Fire Department gear in other localities where the Borough's gear meets the local fire safety standards, specifically in areas of Alabama that were devastated by deadly tornadoes in April 2021; and

WHEREAS, the Borough Council of the Borough of Highland Park finds it to be in the best interests of the community to donate the property to New Jersey Firefighters Helping Alabama Firefighters instead of disposing of it and adding it to the solid waste stream.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following Fire Department gear shall be donated to the organization New Jersey Firefighters Helping Alabama Firefighters:

9 Helmets	6 Masks
10 Bunker Jackets	4 Hoods
14 Bunker Pants	14 Pairs Fire Gloves
14 Pairs Fire Boots	6 Pairs Work Gloves

ADOPTED: August 3, 2021

ATTESTED:

\_\_\_\_\_  
Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
NO. 8-21-207

RESOLUTION AUTHORIZING EXECUTION OF VEORIDE SERVICE AGREEMENT

RESOLUTION: Economic Development and Planning Committee

WHEREAS, the Borough of Highland Park participated in a procurement committee with Rutgers University, City of New Brunswick and County of Middlesex to solicit proposals to provide for new micro-mobility sharing services for bicycles, electric scooters and electric bicycles; and

WHEREAS, after said procurement committee received responses to a Request for Information the Committee recommended that VeoRide, Inc. be selected to operate their fleet of dockless vehicles, which includes electric scooters, electric bicycles and pedal bicycles on the Rutgers University campus in New Brunswick and Piscataway as well as in the public right-of-way within the City of New Brunswick and the Borough of Highland Park; and

WHEREAS, the Borough of Highland Park Economic Development Committee has reviewed and recommended the execution of a Veo Service Agreement in order to commence the operation of the VeoRide Program in the Borough of Highland Park.

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

1. The Mayor and Clerk of the Borough of Highland Park are hereby authorized and directed to execute a Veo Service Agreement to with VeoRide, Inc. e-scooters and other dockless within the Borough of Highland Park.
2. Upon the adoption of this Resolution, a copy of said Resolution shall be furnished to: VeoRide, Inc., 400 North Racine Ave., Ste. 109, Chicago, Illinois 60642, Attention Candice Xie, (email: [Candice.xie@veoride.com](mailto:Candice.xie@veoride.com))

ADOPTED: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

## Veo Service Agreement

This agreement is dated \_\_\_\_\_, 20\_\_ (the "Effective Date"), and is between VeoRide Inc., an Indiana corporation ("Veo") and \_\_\_\_\_ ("Customer").

Veo operates a mobility sharing company that utilizes a dockless "smart fleet" share system that enables GPS, cellphone connectivity, and self-locking technology to allow Customer's selected Dockless Vehicles (for purposes of this agreement the term "Dockless Vehicles" includes but is not limited to, pedal bicycles, electronic assist bicycles, ADA Compliant bicycles and tricycles and electronic scooters) to be locked and unlocked by users with an app and tracked ("Services"). The Customer now wishes to engage Veo to provide the Services on the terms provided herein. Veo desires to provide the Services for the Customer.

Therefore, Customer and Veo hereby agree as follows:

1. License Grant. Customer hereby grants to Veo a license, during the Term, to utilize the public right-of-way, in order to provide Services for the benefit of the Customer and Users. The term right-of-way (hereafter "ROW") refers to sidewalks, roads, bike lanes and other pathways owned, controlled, or maintained by the Customer. This license and authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in Customer property.

2. Permitted Use. Veo's riders ("Users") may use the ROW for parking of the Dockless Vehicles in designated VeoRide parking areas. Veo shall not place or attach any personal property, fixtures or structure to the ROW without the prior written consent of Customer or unless approved by private property owners to the extent located on private property. Veo will use commercially reasonable efforts to ensure use of the ROW, and Veo's operations within the Customer's boundaries shall:

2.1. Not unreasonably adversely affect the ROW within the Customer's boundary or the Customer's streets or sidewalks;

2.2. Not unreasonably inhibit pedestrian movement within the ROW or along other property or rights-of-way owned or controlled by the Customer; and

2.3. Not create conditions which are a threat to public safety and security.

2.4. Not create an eyesore or appear cluttered for long periods of time.

3. Dockless Vehicle Parking. Dockless Vehicles may be parked in a legal manner in ROWs in designated VeoRide parking areas. VeoRide parking corrals will be established in high use areas and downtown and be clearly identified by street paint and/or signage and provided by Veo following approval by the Customer.

Veo will geofence these designated parking areas so that riders must end their ride in one of these areas or on private property. Dockless Vehicles parked on private property will be allowed at the discretion of the private property owner. Veho will actively manage the Dockless Vehicles to ensure orderly parking and the free and unobstructed use of the ROW. The Customer, in its own discretion, may choose to support the Services with the installation of additional racks, docking stations, painted fleet parking spots, and/or recommended parking spots without racks or painting.

4. Term and Termination.

4.1. This agreement will commence as of the Effective Date and will continue for a period of 2 year (the "Initial Term"). Following the Initial Term, this agreement will automatically renew for consecutive 1-year periods (each a "Renewal Term" and together with the Initial Term, the "Term") unless and until terminated as provided herein.

4.2. Either party may terminate this agreement as follows:

A. In the event of a material breach by the other party, at the non-breaching party's option by delivery of a written termination notice following written notice identifying the alleged breach and not less than 60 days to cure the same; and

B. After the Initial Term, either party can terminate for convenience, without or without cause, with 30 days' prior written notice of non-renewal; provided, such termination will be effective only at the expiration of the Initial Term (if the nonrenewal notice is delivered at least 30 days prior to the expiration of the Initial Term) or the then-current Renewal Term.

4.3. Upon any termination of this agreement, Customer shall allow Veho access to and use of its ROWs for the purpose of removing its Dockless Vehicles. Veho shall have not less than 30 days to do the same.

5. Exclusivity. During the Term, Customer agrees that Veho shall be the sole provider of Competitive Services (defined below) authorized or permitted on the ROWs. In the event Veho becomes aware of any Competitive Services using the ROWs, Customer consents to Veho contacting such operator and informing them of the exclusivity provisions in this agreement. The term "Competitive Services" means any product or service which competes with the Services for Users, or which may compete with the Services for Users, and includes, without limitation, any offering of manpowered, motorized, or electric bicycle, scooter, or other transportation means.

6. No-Shop. During the Term, Customer shall not take any action, directly or indirectly, to solicit indications of interest in, or offers for, any Competitive Services.

7. Right of First Offer. If Customer desires to offer or solicit proposals for Competitive Services (“New Services”), then the Customer agrees to provide Veo notification and permit Veo 60 days to accept or decline to offer such New Services pursuant to the terms of this agreement, or on terms otherwise mutually agreed, before offering or seeking third party proposals for such New Services.

8. Maintenance and Operations; Updates. As between the parties, the Dockless Vehicles will be the property of Veo, and this agreement does not and will not be deemed to grant Customer any right or interest in the same. Veo will use commercially reasonable efforts to follow the maintenance, replacement and operation schedules for the Dockless Vehicles listed in Exhibit A, as applicable. Notwithstanding anything herein or in any other agreement or proposal to the contrary, Veo reserves the right, in its sole discretion, to update, modify, or change (including adding or removing) the features, functionality, design, and any other character or trait of any Dockless Vehicle or the Services (including the app) which Veo may deem necessary, beneficial, or useful for purposes of (i) complying with any law, regulation, or court order; (ii) increasing rider or pedestrian safety; (iii) maintain or enhance the (a) quality or delivery of the Services, (b) competitive strength of or market for the Services, or (c) the Services' cost efficiency or performance; or (iv) any other business purpose (so long as such change does not materially diminish Veo's ability to provide the Services as required hereunder)

9. Intellectual Property. As between the parties, Veo owns all of the user data, services, source code, patents, trademarks, copyright, databases, developments, goodwill, trade secrets, or software related to the Services (“Intellectual Property”), and none of the Intellectual Property will transfer to the Customer.

10. Data Sharing. Anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of the Borough of Highland Park on any vehicle of licensee or of any person or company controlled by, controlling, or under common control with licensee, will be shared with the Customer, provided steps are taken to ensure individual privacy and protect trade secrets. Veo will work with the Customer in a collaborative way to put together effective data-sharing protocols.

11. Insurance. Veo will, at its sole cost and expense, maintain insurance during the Term in the following amounts (and shall furnish the Customer with certificates of insurance evidencing the same upon request):

11.1. Workers' Compensation Insurance that satisfies the minimum statutory limits; and

11.2. Commercial General Liability in an amount not less than \$1,000,000 combined single limit per occurrence or \$2,000,000 annual aggregate for bodily injury, property damage, products, completed operations, and contractual liability coverage.

12. Confidentiality. Customer acknowledges that, in connection with this agreement, Veo may disclose information, whether orally, visually, or in tangible form, that is nonpublic and/or proprietary to Veo (hereafter “Confidential Information”). During the Term and at all times thereafter, Customer shall only use the

Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than the measures it takes to safeguard its own confidential information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder and which have been advised of the confidential nature of the information and have agreed to protect the Confidential Information to the same extent as the Customer hereunder.

13. Indemnification. Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all third-party claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorney's fees, costs, and expert witness fees) arising out of or in connection with the indemnifying party's intentional misconduct, gross negligence, or material breach of this agreement.

14. Compliance with Law. Veo, at its own cost and expense, shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities applicable to its use of the public ROW and the provision of the Services hereunder, including but not limited to laws governing operation of Dockless Vehicles. If any license, permit, or other governmental authorization is required for Veo's lawful use or occupancy of any ROW or any portion thereof, Veo shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. Customer shall reasonably cooperate with Veo, at no additional cost to Veo, such that Veo can properly comply with this Section and be allowed to use Customer ROW as specified in Section 2, above.

15. No Joint Venture. Nothing herein contained shall be in any way construed as expressing or implying that the parties hereto have joined together in any joint venture or limited liability Company or in any manner have agreed to or are contemplating the sharing of profits and losses among themselves in relation to any matter relating to this Agreement.

16. Amendment. No waiver or modification of this agreement will be valid unless in writing and signed by the party agreeing to such waiver or modification.

17. Warranty Disclaimer. THE SERVICES ARE PROVIDED AS IS. VEO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, DESIGN OR SUITABILITY, OR QUALITY OF SERVICES. VEO DOES NOT GUARANTEE THAT THE RESULTS OF ANY ANALYSIS OR REPORTS PRODUCED BY IT TO BE ACCURATE.

18. Limitation of Liability. VEO SHALL NOT BE LABILE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICES.



19. Counterparts. This agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

20. Services Updates. The Services may be amended, modified or supplement from time to time in Veo's sole discretion.

21. Assignment. Customer may not assign this agreement, or any rights or obligations hereunder, without the prior written consent of Veo.

22. Binding Effect. This agreement inures to the benefit of and will be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representative, successors and permitted assigns.

23. Entire Agreement. This agreement contains the entire agreement of the parties relating to the subject matter hereof.

24. Waiver of Jury Trial. Each of the parties hereby irrevocably waives any and all right to trial by jury in any legal proceedings arising out of or related to this agreement.

25. Governing Law. This agreement and all matters concerning its interpretation, performance, or enforcement will be governed in accordance with the laws of the State of New Jersey.

26. Severability. In the event any of the provisions of this agreement shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this agreement shall then be construed and enforced in accordance with the remaining provisions hereof.

27. Remedies. In the event either party fails or refuses to comply with the terms of this agreement, then the non-breaching party may seek any remedy available at law or in equity, and shall be entitled to recover its reasonable attorneys' fees in addition to any other remedy.

28. Legal Fees. The prevailing party in any legal or equitable proceeding arising out of the agreement will be additionally entitled to recover court costs, reasonable attorneys' fees, and other legal expense from the non-prevailing party.

29. Notice. Any notice required or permitted hereunder will be deemed effective when sent by electronic mail, or by certified mail, registered mail, or a signature confirmation service provided by the United States Postal Service, postage prepaid, or when sent by an overnight carrier as follows:

If to VeoRide Inc.:  
400 N Racine Ave. Ste. 109  
Chicago, IL 60642  
Attention: Candice Xie  
Email: Candice.xie@Veoride.com

If to Customer:  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to:  
Gutwein Law  
250 Main Street  
Lafayette, IN 47901  
Email: brian.casserly@gutweinlaw.com

With a copy to:  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

or at such other address as either party may from time to time specify by notice hereunder. If notice is provided by electronic mail, the party sending the notice has the burden of demonstrating that the notice was received. This burden may be met by any written acknowledgment or electronic reply to the electronic message from the party receiving notice, excluding any automatic or computer-generated response. Delivery of a copy does not constitute notice.

The parties are signing this agreement on the date stated in the introductory clause.

VEORIDE INC.

By: \_\_\_\_\_  
Bowen (Candice) Xie, CEO

By: \_\_\_\_\_  
Yanke (Edwin) Tan, President

Counterpart Signature Page to Veo Service Agreement

CUSTOMER:

\_\_\_\_\_

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

Printed: \_\_\_\_\_

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

EXHIBIT A

Projected Maintenance and Operations

Maintenance & Operations	Schedule	Location
Patrol for inappropriate Dockless Vehicle parking	Daily	On-Site
Visual Walk-around for any immediate obvious issue	Daily	On-site
Dockless Vehicle Inspection	Daily / Weekly	On-Site
Prevention Maintenance and Tune-Ups	Quarterly	Facility
Clean-up Alert or Notification	As needed	On-Site
Address Repair Upon Notification	As needed	On-Site
Replacement Parts and Dockless Vehicles	As needed	Facility
Web and Mobile Updates	On-Going	Wireless
Mount Dockless Vehicle and test front and rear brake levers to make sure their functionalities	Daily / Weekly	On-Site / Facility
Inspecting chain drive for proper functioning and lubrication.	Daily / Weekly	On-Site / Facility
Inspecting handlebar for proper centering and tightness.	Daily / Weekly	On-Site / Facility
Inspecting brakes to ensure providing proper working tension	Daily	On-Site / Facility
Spin front and rear wheels to check for rubbing and wobbling	Daily/Weekly	On-site / Facility
Dismount Dockless Vehicle and lift rear wheel to test crankshaft and chain for smooth operation	Daily/Weekly	On-site / Facility
Check seat tightness and seat quick release	Daily / Weekly	On-Site / Facility
Ensure hand grips are secure	Daily/Weekly	On-site / Facility
Inspect shifters for proper functioning.	Daily / Weekly	On-Site / Facility
Check basket and solar panel for loose or broken components	Daily / Weekly	On-Site / Facility
Inspect headlight and taillight's working condition.	Daily / Weekly	On-Site / Facility
Test locking/unlocking mechanism using mobile application	Daily / Weekly	On-Site / Facility
Ensure accessories such as basket, bell, and advertising components are properly attached	Weekly	On-Site / Facility
Test kickstand for proper function	Daily/Weekly	On-Site / Facility
Clean all visible dirt on the Dockless Vehicle	Weekly	On-Site / Facility
Check frame for damage, cracks, and dents	Weekly	On-Site / Facility
Remove and clean entire drivetrain	Annually	Facility

Inspect tensions and true wheels	Annually	Facility
Inspect Tires for excessive wear and replace if needed	Annually	Facility
Inspect Brakes for excessive wear and replace if needed	Annually	Facility

BOROUGH OF HIGHLAND PARK  
NO. 8-21-208

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 8/3/2021 can be found in the Bills List Journal Book No. 41.

ADOPTED: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				

BOROUGH OF HIGHLAND PARK  
NO. 8-21-209

RESOLUTION AUTHORIZING EXECUTIVE SESSION

RESOLUTION: Council as a Whole

WHEREAS, Section 8 of the Open Public Meetings Act permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Borough Council is of the opinion that such circumstances exist.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, in the County of Middlesex, State of New Jersey, as follows:

1. The public shall be excluded from the closed session at close of tonight's open session.
2. The general nature of the subject matter to be discussed is as follows:  
(Property Acquisition Negotiations & Personnel)
3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.
4. This Resolution shall take effect immediately.

ADOPTED: August 3, 2021

ATTEST:

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

I, Joan Hullings, Borough 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 3<sup>rd</sup> day of August, 2021.

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

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
Foster				
George				
Hale				
Hersh				
Kim-Chohan				