

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
SEPTEMBER 14, 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: 916 0695 9905

By Computer, Smart Phone or Tablet:

Web Link: <https://zoom.us/j/91606959905>

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 and Awards.
6. Approval of Minutes.
 - 6a. **MOTION** to approve minutes of the Regular/Work Session Meeting held July

6, 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.
 - 12a. Clerk reports advertising Lease Ordinance for the Capital Equipment and Improvement and Financing Program of the MCIA, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 9-21-211 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject **ROLL CALL VOTE**
 - 12b. Clerk reports advertising Loan Ordinance for the Capital Equipment and Improvement and Financing Program of the MCIA, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 9-21-212 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject **ROLL CALL VOTE**
 - 12c. Clerk reports advertising Downtown Redevelopment Plan for Tracts A-D, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 9-21-213 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

12d. Clerk reports advertising Renewable Government Energy Aggregation Ordinance Amendment, for consideration of passage on final reading by title.

a. MOTION to take up ordinance on final reading by title.

b. Public Hearing.

c. 9-21-214 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

12e. Clerk reports advertising Water Meter Ordinance Amendment, for consideration of passage on final reading by title.

a. MOTION to take up ordinance on final reading by title.

b. Public Hearing.

c. 9-21-215 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

13. Resolutions Requiring a Separate Reading.

13a. 9-21-216 Resolution to Amend the 2021 Capital Budget.

MOTION adopt/reject

ROLL CALL VOTE

14. Ordinances Requiring a First Reading.

14a. Clerk reports introduction of the Accessible Parking 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. 9-21-217)

ROLL CALL VOTE

14b. Clerk reports introduction of Ordinance for the Purchase of 23 South 3rd Avenue, for consideration of passage on first reading by title.

a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 9-21-218)

ROLL CALL VOTE

14c. Clerk reports introduction of Capital Ordinance Providing for the Installation of Emergency Radio Console and Portable Radios, for consideration of passage on first reading by title.

a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 9-21-219)

ROLL CALL VOTE

15. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

- 15a. *9-21-221 Resolution to Approve Replacement of Compressor and Inverter Board for HVAC Unit at Highland Park Police Department.
- 15b. *9-21-222 Resolution to Accept 2020 Audit.
- 15c. *9-21-223 Resolution to Approve Place-to-Place Transfer of ABC Liquor License - Four W Properties, LLC.
- 15d. *9-21-224 Resolution to Authorize Professional Services Agreement with CME Associates for Engineering Services Related to Traffic Study and NJDOT Pre-Application Meeting for Permanent Closure of South 3rd Avenue at Raritan Avenue.
- 15e. *9-21-225 Resolution to Authorize/Schedule 2021 Online Auction of Surplus Property.
- 15f. *9-21-226 Resolution to Execute Agreement With NV5 for Professional Engineering and Design Services as Part of the 2018 Safe Routes to Schools Grant Program.
- 15g. *9-21-227 Resolution to Amend Street Tree Watering Contract - Resolution No. 6-21-144.
- 15h. *9-21-228 Resolution to Apply for Grant from Middlesex County for Highland Park Historic Sites Inventory
- 15i. *9-21-229 Resolution to Execute Professional Services Agreement with Gabel Associates for Microgrid Design Service for Phase II TCDER Microgrid Project.
- 15j. *9-21-230 Resolution to Appoint Housing Authority Member - Jason Postelnik.
- 15k. *9-21-231 Resolution to Approve Pay Estimate No. 1 - 2020 Municipal Roadway Improvement Project - JADS Construction Co.
- 15l. *9-21-232 Resolution to Amend Annual Salary Resolution.
- 15m. *9-21-233 Resolution to Approve Off-Premises Raffle - Transfiguration of the Lord, Inc.
- 15n. *9-21-234 Resolution Authorizing Cancellation of Taxes.
- 15o. *9-21-235 Resolution to Rescind Resolution No. 8-21-202 Authorizing Award of an Agreement to THA Consulting, Inc. for Parking Consultant Services.
- 15p. *9-21-236 Resolution Authorizing an Agreement with Level G Associates for Parking Consultant Services.

15q. *9-21-237 Resolution to Approve Taxi Owner.

15r. *9-21-238 Resolution to Approve Taxi Operator.

15s. *9-21-239 Resolution to Approve Bills List.

16. Resolutions requiring a Separate Reading.

16a. 9-21-240 Chapter 159 Resolution - County of Middlesex County Information and Assistance Grant.

MOTION adopt/reject

ROLL CALL VOTE

17. Appointments.

Mayor's Wellness Campaign

Eric Gonzalez

Highland Park Volunteer Fire Department

Montgomery Draper
Jose Solis

MOTION TO CONFIRM

ROLL CALL VOTE

18. Second Public Participation.

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

19. Recess (5 minutes).

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

20a. a. League of Municipalities Conference (JH).
b.

21. Executive Session (if necessary).

22. MOTION to adjourn.

23. **Next Scheduled Meeting: October 5, 2021**

BOROUGH OF HIGHLAND PARK
No. 9-21-211

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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**, passed on final reading at this meeting be delivered to the Mayor for his 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 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, in the manner prescribed by law.

ADOPTED: September 14, 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 14th day of September, 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

JOAN HULLINGS,
Clerk of the Borough of Highland Park

ADOPTED ON SECOND READING
DATED: September 14, 2021

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

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

BOROUGH OF HIGHLAND PARK
No. 9-21-212

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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**, passed on final reading at this meeting be delivered to the Mayor for his 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 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, in the manner prescribed by law.

ADOPTED: September 14, 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 14th day of September, 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. 21-2029

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 \$15,000 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: September 14, 2021

**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 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 \$15,000 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>
<u>Loan</u>		
Street Sweeper	\$215,000.00	10 Years
<u>Lease</u>		
Police Utility Interceptor	\$165,000.00	10 Years
Ford F-350	\$40,000.00	5 Years
Chevy Malibu Hybrid	\$40,000.00	5 Years
Loan Total:	\$215,000.00	
Lease Total:	\$245,000.00	
Combined Total:	\$460,000.00	

BOROUGH OF HIGHLAND PARK
No. 9-21-213

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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, 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: September 14, 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 14th day of September, 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. 21-2030

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: September 14, 2021
ATTEST:

APPROVED: September 14, 2021

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. 5th Avenue, Highland Park, NJ 08904.

BOROUGH OF HIGHLAND PARK
No. 9-21-214

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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, 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: September 14, 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 14th day of September, 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. 21-2031

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: September 14, 2021

Approved: September 14, 2021

Attest:

Joan Hullings, Municipal Clerk

Gayle Brill-Mittler, Mayor

BOROUGH OF HIGHLAND PARK
No. 9-21-215

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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", 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: September 14, 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 14th day of September, 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. 21-2032

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: September 14, 2021

ATTEST:

APPROVED: September 14, 2021

Joan Hullings
Borough Clerk

Gayle Brill Mittler
Mayor

BOROUGH OF HIGHLAND PARK
NO. 9-21-216

RESOLUTION TO AMEND THE 2021 CAPITAL BUDGET

RESOLUTION: Finance Committee

WHEREAS, the Borough of Highland Park, County of Middlesex, New Jersey desires to amend the 2021 Capital Budget of said municipality by inserting thereon the items therein as shown in such budget,

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

Section 1. The 2021 Capital Budget of the Borough of Highland Park, County of Middlesex, New Jersey is hereby amended by adding thereto a Schedule to read as follows:

**AMEND THE
CAPITAL BUDGET OF THE
BOROUGH OF HIGHLAND PARK, NEW JERSEY
Projects Schedules for 2021
Method of Financing**

<u>Project</u>	<u>Est. Cost</u>	<u>Budget Approp.</u>	<u>Capital Imp. Fund</u>	<u>Grants In Aid</u>
Public Safety Equipment	\$250,000.00		\$250,000.00	

ADOPTED: September 14, 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 14th day of September, 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. 9-21-217

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, an Ordinance entitled, AN ORDINANCE AMENDING ON-STREET PARKING REGULATIONS FOR RESIDENCES OCCUPIED BY PERSONS WITH DISABILITIES AND AMENDING 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, October 5, 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: September 14, 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 14th day of September, 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 AMENDING ON-STREET PARKING REGULATIONS FOR RESIDENCES OCCUPIED BY PERSONS WITH DISABILITIES AND AMENDING THE "CODE OF THE BOROUGH OF HIGHLAND PARK

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY, THAT:

Section 278-17. Designation of On-Street Accessible Parking Spaces is hereby amended as follows:

D. The following on-street locations are designated as Accessible Parking Spaces. Such spaces are for the use by persons who have been issued windshield placards or wheelchair symbol license plates, pursuant to N.J.S.A. 39:4-204 et seq.:

(strikethrough=deleted; underlined material - new)

Voting District	Name of Street	Location
5 <u>6</u>	South 8 th Avenue	Between Benner Street and Eden Avenue
6 <u>5</u>	South 7 th Avenue	Between Benner Street and Eden Avenue
<u>6</u>	Benner Street	Between South 8 th Avenue and South 9 th Avenue

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

Introduced on first reading
By title: September 14, 2021

ADOPTED:

ATTEST:

APPROVED:

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 9-21-218

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, an Ordinance entitled, **ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, AUTHORIZING THE BOROUGH TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH DAVID R. TAWIL AND YEHUDITH TAWIL TO ACQUIRE BLOCK 3001, LOT 7 ON THE TAX MAP 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, October 5, 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: September 14, 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 14th day of September, 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 OF HIGHLAND PARK IN THE
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY,
AUTHORIZING THE BOROUGH TO ENTER INTO A PURCHASE
AND SALE AGREEMENT WITH DAVID R. TAWIL AND
YEHUDITH TAWIL TO ACQUIRE BLOCK 3001, LOT 7 ON THE
TAX MAP OF THE BOROUGH OF HIGHLAND PARK**

WHEREAS, the Borough of Highland Park (the “**Borough**”) is a public body corporate and politic of the State of New Jersey, and, pursuant to *N.J.S.A. 40A:12A-1 et seq.* of the Local Redevelopment and Housing Law (the “**LRHL**”), the Borough has determined to act as the “redevelopment entity” (as such term is defined at *N.J.S.A. 40A:12A-3*) and to exercise the powers contained in the LRHL to facilitate redevelopment; and

WHEREAS, David R. Tawil and Yehudth Tawil (“**Sellers**”) are the owners of certain real property shown on the tax map of the Borough as Block 3001, Lot 7 commonly known as 23 South 3rd Avenue, Highland Park (the “**Property**”); and

WHEREAS, the Borough wishes to acquire the Property as part of its efforts to develop a public space in the area; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-8(b)*, *N.J.S.A. 40A:12A-22(i)* and *N.J.S.A. 40A:12A-22(o)* of the LRHL, the Borough may contract to acquire property by purchase; and

WHEREAS, the Borough desires to purchase the Property from Sellers for a price of Four Hundred Ninety Thousand and 00/100 Dollars (\$490,000.00) (the “**Purchase Price**”), pursuant to the terms of a purchase and sale agreement, substantially in the form attached hereto as **Exhibit A** (the “**PSA**”), negotiated between the Borough and the Sellers,

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

Section 1. The aforementioned recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Borough Council approves the PSA with the Sellers in substantially the form attached hereto as **Exhibit A**, together with any changes, insertions and omissions, after the Mayor’s consultation with counsel to the Borough, as they deem in their collective discretion to be necessary or desirable for the execution thereof.

Section 3. The Mayor, Borough Administrator and other necessary and desirable Borough officials/employees and Borough consultants are authorized to execute, deliver and administer the PSA, take any other necessary actions or refrain from taking actions, execute and deliver documents and/or agreements that are reasonable and necessary to effectuate the PSA and this Ordinance, and to close on the purchase of the Property.

Section 4. The Borough Council further authorizes the acquisition of, and closing on the purchase of the Property from the Sellers in accordance with the PSA, and the Mayor, Borough Administrator and other necessary and desirable Borough officials/employees are hereby authorized to accept the Deed to the Property and any and all associated documents by and between the Sellers and the Borough, and any other documents in accordance with the PSA and this Ordinance as reasonably required to effectuate said purchase.

Section 5. 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 6. This Ordinance shall take effect upon final passage and publication according to law.

Introduced on first reading
by title: August 3, 2021

ADOPTED: September 14, 2021

ATTEST:

APPROVED: September 14, 2021

Joan Hullings
Borough Clerk

Gayle Brill Mittler
Mayor

EXHIBIT A

FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

by and between

DAVID R. TAWIL AND YEHUDITH TAWIL

(Sellers)

And

BOROUGH OF HIGHLAND PARK

(Buyer)

Property:

Block 3001, Lot 7 on the Tax Map of Highland Park, Middlesex County, New Jersey
commonly known as 23 South 3rd Avenue, Highland Park, New Jersey 08904

Effective Date: ____, 2021

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made to be effective as of ___, 2021 (the “**Effective Date**”) by and between the **DAVID R. TAWIL** and **YEHUDITH TAWIL**, with an address of 23 South 3rd Avenue, Highland Park, New Jersey 08904 (collectively, the “**Sellers**”), and the **BOROUGH OF HIGHLAND PARK**, with an address of: 221 S. Fifth Avenue, Highland Park, New Jersey, 08904 (the “**Buyer**”). Sellers and Buyer are sometimes individually referred to as a “**Party**” and collectively as the “**Parties.**”

W I T N E S S E T H:

WHEREAS, Sellers are the owners of fee title to the Property;

WHEREAS, Buyer desires to acquire the Property; and

WHEREAS, Buyer has agreed to purchase, and Sellers have agreed to sell, the Property, but only on the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, the mutual covenants and conditions herein contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do covenant, stipulate and agree as follows:

1.0 Property The Sellers are the owner of certain real property and the improvements located thereon in the Borough of Highland Park, Middlesex County, New Jersey (the “**Borough**”), designated as Block 3001, Lot 7 on the Borough’s tax map, with street addresses 23 South 3rd Avenue, Highland Park, New Jersey 08904 (the “**Property**”).

2.0 Agreement to Sell The Sellers agree to sell the Property to the Buyer and the Buyer agrees to buy the Property from the Sellers upon the terms and conditions set forth below.

3.0 Property to be Conveyed The Property consists of that certain lot, tract or parcel of land defined as the Property, together with any buildings and improvements thereon contained and the privileges contained and appurtenances thereto appertaining, including but not limited to all rights, title and interest of the Sellers in and to any water rights, mineral rights, air rights, rights of surface support, adjoining strips and gores, and easements and rights-of-way incidental thereto.

4.0 Purchase Price Subject to the terms of this Agreement and the Closing Deliverables (as defined herein), the Sellers agree to sell and the Buyer agrees to purchase all of the Sellers’ right, title and interest in and to the Property. In consideration therefor, the Buyer shall pay to the Sellers the amount of FOUR HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$490,000.00) (the “**Purchase Price**”).

5.0 Payment of Deposit

5.1 No later than five (5) days after the execution of this Agreement, the Buyer shall deposit into escrow with the Sellers' attorney, Ralph D. Tawil, Esq. the amount of FORTY-NINE THOUSAND AND 00/100 DOLLARS (\$49,000.00) (the "**Deposit**").

5.2 The Deposit shall be deposited into escrow with Sellers' attorney in immediately available funds. Except as expressly otherwise set forth herein, the Deposit shall be applied against the Purchase Price at the Closing and shall otherwise be held and delivered by the Sellers' attorney.

6.0 Balance of Purchase Price at Closing On the Closing Date, the Buyer shall (a) deposit into escrow with the Title Company (the "**Escrow Agent**") the balance of Purchase Price plus the amount of any prorations or adjustments to which the Sellers are entitled as set forth in Section 11.0, or as otherwise provided under this Agreement, and (b) authorize and direct the Escrow Agent to simultaneously pay the Deposit into such escrow.

7.0 Due Diligence Period

7.1 Prior to execution of this Agreement, Sellers agree to provide Buyer with electronic copies of all documents, surveys, letters, approvals, environmental or other reports, examinations, title report / information and any other information related to the Property (the "**Property Documents**") within Sellers' possession, custody or control.

7.2 The Buyer, together with its authorized agents, consultants, contractors and representatives (collectively "**Entrants**"), shall have a period of fourteen (14) days from August 24, 2021, the date of execution of the Letter of Intent to Purchase the Property (the "**LOI**") (the "**Due Diligence Period**") to perform any and all inspections, measurements, surveys, engineering and environmental studies (including specifically a Phase I or II Environmental Site Assessment, Preliminary Assessment, and/or Site Investigation, as such terms are defined under Environmental Laws), sampling of soil and/or groundwater for laboratory analysis, utilities investigations, zoning and architectural studies, title investigations and any other reports, tests, and/or investigations relating to the Property which the Buyer shall deem appropriate (collectively the "**Due Diligence Activities**"). The due diligence review shall be performed at the Buyer's sole cost and expense.

7.3 In the event the Buyer shall determine in its sole and absolute discretion that it is not satisfied with the condition of the Property as a result of its review, the Buyer shall have the right to either a) seek a reduction of the Purchase Price; or b) terminate this Agreement by written notice to the Sellers given prior to 5:00 p.m. on the last day of the Due Diligence Period, in which event neither Party shall have any further rights nor liabilities hereunder thereafter (except as set forth in any provisions hereunder that expressly survive termination of this Agreement). Provided, however, that Buyer shall be entitled to one (1) fourteen (14) day extension of the Due Diligence Period upon written notice to the Sellers prior to the 5:00 p.m. on the last day of the Due Diligence Period. In the event that the Buyer does not terminate this Agreement or extend the Due Diligence Period prior to 5:00 p.m. of the last day of the Due Diligence Period as herein above

provided, time being of the essence, the Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 7.

7.4 For purposes of this Agreement, the following capitalized terms shall have the meaning set forth below:

“Environmental Law” shall mean all federal, state or local laws, ordinances, statutes, codes, rules, regulations, treaty, judgment, orders or decrees or published directive, guideline, requirement or other governmental rule or restriction which has the force of law, by or from a court, arbiter, or other federal, state, county, municipal or regional governmental authority, agency or other entity of a similar nature, exercising any executive, legislative, judicial, regulatory or administrative function of government, now or hereinafter in effect relating to, or imposing obligations, liabilities, or standards of conduct concerning or otherwise relating to (A) pollution, (B) the protection or regulation of human or animal health or safety, natural resources or the environment, including flora and fauna, (C) the treatment, storage, distribution, use, recycling, transport, handling or disposal of Hazardous Materials, or (D) the generation, manufacture, processing, distribution, emission, discharge, release or threatened release of Hazardous Materials into the environment, including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 41 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, as amended (“TSCA”), 15 U.S.C. § 2601 et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Industrial Site Recovery Act (“ISRA”), as amended, N.J.S.A. 13:1K-6 et seq.; the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; the New Jersey Solid Waste Management Act (“SWMA”), N.J.S.A. 13:1E-1 et seq.; the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et. seq.; the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.; any other applicable state and local environmental laws and regulations promulgated or enforced by any governmental authority.

“Hazardous Materials” shall mean (a) those substances included within the definition of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes” and “toxic pollutants,” as such terms are defined under the Environmental Laws or any definitions in any comparable state laws, (b) any “hazardous substance” as now or hereafter defined in §101(14) of CERCLA, or any regulations promulgated under CERCLA; (c) any “hazardous waste” as now or hereafter defined in RCRA, or regulations promulgated under RCRA; (iii) any substance regulated by ISRA, the Spill Act, the SWMA, or any regulations promulgated thereunder; (d) any substance regulated by the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; (e) petroleum and petroleum products, including, without limitation, crude oil and any factions thereof, (f) natural gas, synthetic gas and any mixtures thereof, (g) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (h) polychlorinated biphenyl (“PCBs”) or PBC-containing materials or fluids, (i) radon, (j)

any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (k) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous, toxic or subject to regulation and that may need to be investigated, monitored, or remediated if present on, under or migrating from the Property pursuant to Environmental Laws.

8.0 Title

8.1 The Buyer shall obtain (at Buyer's sole expense) a title insurance commitment (the "**Title Commitment**") from the Escrow Agent (the "**Title Company**") and an ALTA survey of the Real Property (the "**Survey**"), and furnish a copy of the Title Report and Survey to the Sellers promptly after the Buyer receives same, but in no event later than October 5, 2021 (collectively the "**Feasibility Period**"). Buyer shall provide the Sellers with true, accurate and complete copies of any easements, covenants, restrictions, exceptions of record and other matters that are shown on the Title Commitment or the Survey in their respective forms at the end of the Feasibility Period (and as most recently delivered to Sellers by Buyer, the surveyor or the Title Company), together with (a) all laws, ordinances, statutes, orders, requirements and regulations to which the Property is subject, (b) the preprinted exceptions in the Title Commitment or Title Policy; (c) any exception from a survey updated after the end of the Feasibility Period; and (d) any Title Commitment requirements which are the Buyer's responsibility to fulfill (such as providing the Title Company with organizational and authorization documentation (collectively referred to as "**Permitted Exceptions**"). If Buyer objects to any exception or matter shown on the Title Commitment or the Survey, Buyer shall deliver a written notice thereof to Sellers within five (5) Business Days prior to the expiration of the Feasibility Period. If Buyer does not timely deliver any such objection notice to Sellers, Buyer shall be deemed to have approved all Permitted Exceptions. Sellers shall have no obligation to cure any Buyer title objection or satisfy any other title matters. If the Title Company notifies the parties of any additional exceptions to title after the expiration of the Feasibility Period, Buyer shall have five (5) Business Days from the date of delivery of any such title supplement within which to object to the same by written notice to Sellers. If Buyer does not timely deliver such objection notice to Sellers, Buyer shall be deemed to have approved all such additional exceptions, each of which shall be deemed a Permitted Exception. With respect to any title or survey matter to which Buyer has timely objected, Sellers shall notify Buyer within five (5) Business Days of receipt of Buyer's objection notice whether Sellers intend to endeavor to cure such title or survey matter. If Sellers do not notify Buyer within such five (5) Business Day period, Sellers shall be deemed to have elected not to endeavor to cure such title or survey matter. If Sellers elect (or is deemed to have elected) not to cure a title or survey matter which Buyer has objected to, Buyer shall have the right to terminate this Agreement by written notice to Sellers given within three (3) Business Days of Sellers' notice not to cure, failing which, any such title or survey matter shall be deemed a Permitted Exception and Buyer shall proceed to closing without any reduction or abatement in the Purchase Price. Notwithstanding anything contained herein to the contrary, Buyer shall have no right to object to: (i) any matter over which the Title Company is willing to insure or (ii) any matter arising as a result of an act or omission of Buyer.

8.2 On or prior to Closing, Sellers shall be obligated only to cure or remove the following encumbrances to the title of the Property raised in the Title Objection Notice

(collectively, the “**Liquidated Defects**”): (a) liens securing a mortgage, deed of trust, security agreement or trust deed evidencing an indebtedness arising by, through or under Sellers; (b) judgment liens against Sellers; (c) tax liens or environmental liens; (d) broker’s liens based on the written agreement of Sellers; (e) UCC liens and encumbrances arising by, through or under Sellers; and (f) any mechanics’ or materialmen’s liens that are based upon a written agreement between either (x) the claimant (a “**Contract Claimant**”) and Sellers, or (y) the Contract Claimant and any other contractor, supplier or materialman with which Sellers have a written agreement. The Buyer shall have the right to continue any and all title searches to the Closing Date to confirm that Sellers are conveying marketable title. The Buyer shall have the right to continue any and all title searches to the Closing Date to confirm that Sellers are conveying marketable title.

9.0 Closing of Title The transaction contemplated in this Agreement will be closed and the Deed (as defined herein) will be delivered and recorded in the land records of the Middlesex County Clerk, State of New Jersey, fully executed originals (and to the extent executed in counterparts, compiled to make the appropriate originals) of Buyer’s Closing Deliverables (defined below) and Sellers’ Closing Deliverables (defined below) will be delivered to the appropriate parties, and proceeds from the sale will be delivered to Sellers in accordance with this Agreement and the fully executed Closing Statement, as defined in Section 10, no later than October 8, 2021, or at a date mutually agreed to by and between the Parties, within thirty-one (31) days following the conclusion of the Due Diligence Period. The Closing will take place on the specified Closing Date at the offices of McManimon, Scotland & Baumann, LLC, 75 Livingston Avenue, Roseland, New Jersey 07068, or such other time and place as may be agreed upon by Buyer and Sellers, in writing. Sellers and Buyer, respectively, acknowledge and agree that so long as each party hereto satisfies its obligations under this Agreement, including the obligations set forth in Section 11, neither party shall be required to attend Closing. At the option of either party, Closing may be conducted by the distribution and delivery of Buyer’s Closing Deliverables and Sellers’ Closing Deliverables via overnight delivery service to Escrow Agent.

10.0 Closing Deliverables

On the Closing Date, the Sellers shall deliver the following:

- (a) A fully and properly executed bargain and sale deed with covenants against grantor’s acts in recordable form sufficient to convey marketable fee title to the Property to the Buyer in accordance with the terms of this Agreement (the “**Deed**”);
- (b) An executed Affidavit of Title in form reasonably required by the Title Company including a warrant that the Sellers are duly authorized to consummate this transaction, including the Sellers’ execution of this Agreement, the LOI, and the Closing Documents required to be delivered by the Sellers;
- (c) An Internal Revenue Code Section 1445 Affidavit (FIRPTA);
- (d) Closing Statement executed by Sellers;

- (e) A properly completed and executed Affidavit of Consideration and/or Exemption and Sellers' Residency Certification / Exemption;
- (f) An executed 1099-S;
- (g) A non-foreign status affidavit as required by Section 1445 of the Internal Revenue Code, executed by each of the Sellers and
- (h) Any other necessary documents reasonably required by the Buyer, its attorney, or the Title Company.

On the Closing Date, the Buyer shall deliver the following:

- (a) The Purchase Price, as adjusted for apportionments and other adjustments required under this Agreement, plus any other amounts required to be paid by the Buyer at Closing
- (b) A properly completed and executed Affidavit of Consideration or Exemption, if applicable;
- (c) Closing Statement executed by Buyer; and
- (d) Any other necessary documents reasonably required by its Title Company.

11.0 Adjustments at Closing The following adjustments are to be made at the Closing as of the end of the Closing Date, if applicable: (i) real estate taxes on the basis of the fiscal year for which assessed; (ii) water charges; (iii) sewer rents; (iv) gas; (v) electric; (vi) fuel (at the Sellers' cost therefor); and (vii) any other items which shall be appropriate for adjustment under local closing standards and practices.

12.0 Closing Costs Except as otherwise provided in this Agreement, Sellers will pay the following costs in connection with the Closing: (a) all costs of preparation and recording of the Deed any instruments required to correct any Title Defects and Liquidated Defects, (b) Sellers' attorneys' fees and (c) property transfer taxes, documentary stamp taxes or similar charges. Except as otherwise provided in this Agreement, Buyer will pay for the following costs in connection with the Closing: (a) any fees and costs of the Title Company for the title search and exam and issuance of the commitment which fees and costs are separately stated from the title premium for the title policy and the cost to obtain a standard owner's title insurance policy in an amount of the fair market value of the Property and the cost of any extended insurance or endorsements to such title policy, (ii) all costs related to its Inspections, including without limitation the cost of the Survey and (iii) any other closing costs which are not specified as the responsibility of Sellers. All other costs by and between Sellers and Buyer shall be governed by closing customs of the State of New Jersey.

13.0 As-Is Condition THE PROPERTY IS BEING PURCHASED BY BUYER IN AN “AS IS” AND “WHERE IS” CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT) PURSUANT TO SUCH INSPECTIONS AND INVESTIGATIONS AND NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLERS OR ANY AGENT OR EMPLOYEE OF SELLERS OR ANY OTHER PARTY (EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED BY SELLERS AT CLOSING) AS TO THE FINANCIAL OR PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND/OR GEOPHYSICAL) CONDITION OF THE PROPERTY OR THE AREAS SURROUNDING THE PROPERTY, OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS, AS TO THE INCOME OR EXPENSE IN CONNECTION THEREWITH, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE EXECUTED AND DELIVERED BY SELLERS AT CLOSING, NEITHER SELLERS, OR ANY AGENT OR EMPLOYEE OF SELLERS NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLERS HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED. IN PURCHASING THIS PROPERTY, BUYER AGREES AND ACKNOWLEDGES THAT IT IS SOLELY RELYING ON ITS OWN ASSESSMENTS, INVESTIGATIONS, INSPECTIONS, TESTS, REVIEWS, AND/OR STUDIES OF THE PROPERTY CONDUCTED DURING THE DUE DILIGENCE PERIOD PROVIDED BY SECTION 6.0 (DUE DILIGENCE PERIOD). THIS PARAGRAPH SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED.

14.0 Right of Entry

14.1 During the Due Diligence Period, Entrants shall have a license to enter upon the Property for the purpose of performing the Due Diligence Activities. Entrants license to enter the Property shall be limited to the purpose of conducting the Due Diligence Activities and for no other purpose, provided that (i) Buyer notifies Sellers not less than two (2) Business Days prior to such entry; provided, however, such notice shall generally describe the scope of the physical nature of the Due Diligence Activities which Entrants intend to conduct during such access to the Property.

14.2 At Sellers’ election, a representative of Sellers may be present during any entry upon the Property by Entrants. Buyer shall not cause or permit any mechanics liens, materialmen liens, or other liens to be filed against the Property as a result of the Due Diligence Activities. Entrants shall, in performing the Due Diligence Activities, comply with the agreed upon procedures and in a good and workmanlike manner and comply with all applicable laws, codes, ordinances, rules and regulations of all municipal, local, state and federal governmental or quasi-governmental entity.

14.3 Buyer agrees to indemnify, defend and hold Sellers and their respective representatives, including, without limitation, employees, managers, investment and other advisors, lenders (collectively, the “**Indemnified Parties**”) harmless from and against any and all claims, losses, damages of every kind and nature (including without limitation personal injury, death, bodily injury and property damage), costs and expenses (including, without limitation, reasonable attorneys’ fees; and court costs) suffered or incurred by any of the Indemnified Parties as a result of or in connection with any Due Diligence Activities of Entrants conducted pursuant to the provisions of this Agreement. Provided, however, that Buyer shall NOT indemnify, defend or hold the Indemnified Parties harmless from and against any and all claims, losses, damages of every kind and nature (including without limitation personal injury, death, bodily injury and property damage), costs and expenses (including, without limitation, reasonable attorneys’ fees; and court costs) arising from or related to the negligence, gross negligence, wonton or willful misconduct of the Indemnified Parties.

15.0 Representations and Warranties

15.1 Buyer’s Representations. Buyer hereby makes the following representations to Sellers:

- a. Buyer is public body corporate and politic and a subdivision of the State of New Jersey. The Buyer has the requisite power and authority to enter into this Agreement. The execution, delivery and performance by the Buyer of this Agreement are within the authority of the Buyer.
- b. The person executing this Agreement on behalf of the Buyer has been duly authorized by Ordinance of the Borough Council of the Borough of Highland Park (the “**Council**”) to execute this Agreement as a valid and binding obligation of the Buyer. The Ordinance authorizing the sale of the Property to the Buyer will be introduced for first reading at the Council meeting on September 14, 2021, and, if it passes, it will be presented to the Council for final adoption at the Council meeting on October 5, 2021.
- c. Buyer has performed and observed, in all material respects, all covenants and agreements contained in this Agreement to be performed and observed by the Buyer as of the Closing.
- d. All of the representations and warranties of the Buyer contained in this Agreement and are true and correct in all material respects as of the Closing.
- e. The Buyer has no knowledge of any pending or threatened legal action of any kind or character whatsoever affecting the Property which will in any manner interfere with the transfer of possession or title upon consummation hereof, nor has the Buyer knowledge that any such action is presently contemplated.
- f. There are no insolvency proceedings pending or to Buyer’s knowledge, threatened against it.

15.2 Sellers' Representations. Sellers hereby makes the following representations to Buyer:

- a. The Sellers are authorized to execute this Agreement and consummate the Transaction and fulfill all of its obligations hereunder and under all Closing Deliverables to be executed by the Sellers and such instruments, obligations and actions are valid and legally binding upon the Sellers, enforceable in accordance with their respective terms.
- b. Sellers are not a foreign person and is a "United States Person" as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended.
- c. The Sellers have no knowledge of any pending or threatened legal action of any kind or character whatsoever affecting the Property which will in any manner interfere with the transfer of possession or title upon consummation hereof, nor have the Sellers any knowledge that any such action is presently contemplated.
- d. There are no insolvency proceedings pending or to Sellers' knowledge, threatened against them.

15.3 The representations and warranties as set forth in this Agreement shall be continuing and shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time and shall survive the closing of title.

16.0 Default

16.1 If Sellers default under this Agreement, fails to timely perform any of the covenants and agreements of Sellers herein or if any of Sellers' representations and warranties contained herein are not true and correct either on the Effective Date or the Closing Date, and such failure is not cured within ten (10) days after Sellers' receipt of written notice from Buyer, Buyer may elect to (i) terminate this Agreement by written notice to Sellers with a copy to Escrow Agent and neither party shall have any further rights or obligations to the other under this Agreement, except as otherwise expressly set forth in this Agreement, or (ii) file an action for specific performance. If the Buyer has tendered the Deposit at the time of termination of the Agreement as set forth in this Section 16.1(i), the full Deposit will be returned to the Buyer.

16.2 If Buyer defaults under this Agreement, fails to timely perform any of the covenants and agreements of Buyer herein, or if any of Buyer's representations and warranties contained herein are not true and correct either on the Effective Date or on the Closing Date, and such default is not cured within ten (10) days after Buyer's receipt of written notice from Sellers, Sellers may terminate this Agreement by written notice to Buyer with a copy to Escrow Agent and neither party shall have any further rights or obligations to the other under this Agreement, except as otherwise expressly set forth in this Agreement. If the Buyer has tendered the Deposit at the time of termination of the Agreement as set forth in this Section 16.2, the full Deposit will be returned to the Buyer.

16.3 Neither party shall be liable to the other party or any other person or entity for any consequential, incidental, indirect, special or punitive damages of any kind or nature, including lost profits or lost opportunity costs.

17.0 Environmental

- a. The Parties expressly acknowledge and agree that to the extent any portion of the Property requires environmental investigation or remediation, pursuant to Environmental Laws, the Sellers shall have no responsibility therefor. The Parties expressly agree and acknowledge that it shall be the sole responsibility of the Buyer to undertake and pay the cost and expenses related to any and all environmental investigation or remediation, compliance with Environmental Laws, environmental testing, and/or other analyses for the Property, and that the Sellers have no obligation or liability whatsoever with respect to the environmental condition of the Property. The provisions of this subparagraph, however, shall not apply to any third-party claim(s) that Hazardous Materials originating from the Property are impacting hereon as a result of Sellers' former use or operations conducted on the Property.
- b. Buyer shall defend, protect, indemnify and hold harmless the Sellers, and their collective officers, employees, agents, servants, guests, contractors, representatives, or administrators, from any claims which may be sustained as a result of any environmental conditions on, in, or under the Property. The provisions of this subparagraph, however, shall not apply to any third-party claim(s) that Hazardous Materials originating from the Property are impacting thereon as a result of Sellers' former use or operations conducted on the Property.
- c. Buyer and any person or entity claiming by, through or under Buyer, hereby agrees to fully release the Sellers, and their collective employees, agents, servants, guests, contractors, representatives, or administrators, from any (i) any and all claims, costs, losses, liabilities, damages, expenses, demands, or causes of action, now or hereafter arising from or relate to any matter of any kind or nature relating to the Property and (ii) any and all responsibility and liability with respect to the environmental conditions at the Property, including the presence in the soil, air, structures, and groundwater of Hazardous Materials that have been or may in the future be determined to be toxic, hazardous, or subject to regulation and that may need to be specially treated, handled, and/or removed from the Property under current or future Environmental Laws. The provisions of this subparagraph, however, shall not apply to any third-party claim(s) that Hazardous Materials originating from the Property are impacting thereon as a result of Sellers' former use or operations conducted on the Property.
- d. The provisions of this Article 17 shall survive the transfer of title to the Property.

18.0 Risk of Loss The risk of loss to the Property until the Closing shall be on the Sellers. In the event that the Property shall be destroyed or damaged by reason of fire, storm, accident or other casualty, the Buyer shall have the option on written notice to the Sellers to either: (i) terminate this Agreement on written notice to the Sellers, whereupon neither Party shall have any further rights nor liabilities hereunder thereafter (except for provisions that expressly survive

termination of this Agreement); or, (ii) direct the Sellers to assign to the Buyer at Closing the Sellers' right to any casualty insurance proceeds resulting from such casualty (or if such insurance proceeds are not assignable, the Sellers shall at Closing grant to the Buyer a credit against the Purchase Price in the amount of any such insurance proceeds), in all instances with Sellers providing to the Buyer a credit against the Purchase Price for the amount of any applicable deductible. If the Buyer elects to have insurance proceeds assigned to the Buyer, the Sellers shall not be required to repair or replace the damaged Property nor shall the Purchase Price be abated (except that if insurance proceeds have already been paid to the Sellers by the Closing Date, the Buyer shall be credited with the amount so paid against the Purchase Price). If the Sellers do not have insurance to cover any such destruction or damage or is unable to collect the insurance proceeds, then the Buyer shall have the option on written notice to the Sellers to either (a) terminate this Agreement whereupon neither Party shall have any further rights or obligations except as otherwise set forth in this Agreement or (b) abate the Purchase Price in an amount necessary to repair or replace any such destruction or damage. The Buyer shall have the right to independently insure its interest in the Property, at the Buyer's sole cost and expense.

19.0 Condemnation In the event that the entire Property or a substantial part thereof shall have been taken by eminent domain or shall be in the process of being so taken, on the Closing Date, the Buyer shall have the option to terminate this Agreement on written notice to the Sellers, whereupon neither Party shall have any further rights or liabilities hereunder thereafter (except for provisions that expressly survive termination of this Agreement). In the event any such taking shall not include a substantial part of the Property or in the event that the Buyer shall not terminate this Agreement pursuant to the preceding sentence, the Buyer shall accept the Property in the condition in which it is left following such taking, with an abatement of the Purchase Price measured by the proceeds of any condemnation award allowed. In the event the award has not been made or collected by the Sellers on the Closing Date, the Sellers shall assign to the Buyer at Closing all rights, title and interest of the Sellers in the collection of such award and the Buyer shall accept the Property without abatement of the Purchase Price. As employed herein, the term "a substantial part of the Property" shall be deemed to mean (i) a part of the Property consisting of ten (10%) percent or more of the total area of the Property, or (ii) a part of the Property consisting of less than ten (10%) percent of the total area, but which renders the Property unsuitable for redevelopment.

20.0 Brokerage Commission The Sellers and the Buyer expressly acknowledge that no real estate agent, broker or salesperson was employed in connection with the negotiation of this Agreement or this Transaction other than Preferred Properties as the listing broker on behalf of the Sellers. The Sellers shall be fully responsible for the payment of all brokerage fees at the Closing to the foregoing brokers per the listing agreement.

21.0 Notices

21.1 All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by certified mail, return receipt requested, postage

prepaid, or delivered by a nationally recognized overnight courier service which obtains delivery receipts (e.g., Federal Express) addressed as follows:

If to the Buyer, at: Borough of Highland Park
221 S. Fifth Avenue
Highland Park, NJ 08903
Telephone No.: (732) 819-3789
E-mail Address: tjover@hpboro.com

with a copy to: Joseph P. Baumann, Esq.
McManimon Scotland & Baumann LLC
75 Livingston Avenue
Second Floor
Roseland, NJ 07068

If to the Sellers, at: David R. Tawil and Yehudith Tawil
23 South 3rd Avenue
Highland Park, New Jersey 08904

with a copy to: Ralph D. Tawil, Esq.
1062 Broadway
West Long Branch, NJ 07764
E-mail address: rdtawil@gmail.com

21.2 Either Party may, by notice given as aforesaid, change its address for all subsequent notices. A Party's attorney may deliver any notice on behalf of that Party.

21.3 All notices hereunder shall be effective upon the earlier of either three (3) Business Days after mailing (if mailed) or one (1) business day after delivery to the nationally recognized independent overnight courier.

22.0 Miscellaneous

22.1 Bulk Sales Law.

(a) The Buyer shall have the right to comply with *N.J.S.A. 54:32B-22(c)* and *N.J.S.A. 54:50-38* (the "**Bulk Sales Law**") and the Sellers shall cooperate in connection with such compliance. In furtherance thereof: (i) if the Bulk Sales Law applies, the Sellers shall prepare and deliver to the Buyer for the Buyer's submission to the New Jersey Division of Taxation, an Asset Transfer Tax Declaration (Form TTD) (the "**TTD**") in the form prescribed by the Director of the New Jersey, Division of Taxation (the "**Director**"), so that such form is received by the Buyer not less than twenty-five (25) days prior to the Closing; and (ii) the Buyer shall deliver a Notification

of Sale, Transfer, or Assignment in Bulk (Form C-9600), together with the completed TTD and a fully executed copy of the Agreement (the “**Tax Notification**”) to the Director so that such Tax Notification is received by the Director not less than fifteen (15) days prior to Closing. The Sellers shall provide all information requested by the Buyer and/or the Director to enable the Buyer to complete the Tax Notification and/or comply with the Bulk Sales Law, as soon as practicable. If, at any time prior to Closing, the Director informs the Buyer that a possible claim (the “**Claim**”) for taxes imposed or to be imposed on the Sellers, including any interest or penalties thereon, any cost or fees imposed by the Director related thereto and any tax on the gain from the sale of the Property (collectively, the “**Taxes**”), exists and the amount thereof (the “**Deficiency**”), then the Buyer and the Sellers shall close as scheduled and without delay, and the Buyer shall withhold the portion of the Purchase Price equal to the amount of the Deficiency, which amount so withheld shall be placed in a non-interest bearing escrow account (the “**Tax Escrow**”). The tax escrow agent for purposes of this Section 11.1 shall be a title company, authorized to transact business in New Jersey, selected by the Buyer (the “**Tax Escrow Agent**”). If requested by the Tax Escrow Agent, the Parties shall enter into an escrow agreement (the “**Bulk Sales Escrow Agreement**”).

(b) If, prior to or after Closing, the Director requests that the Buyer pay all or any portion of the Deficiency on behalf of the Sellers, then the Buyer shall direct the Tax Escrow Agent to, and the Tax Escrow Agent shall, promptly release to the Division of Taxation such amount from the Tax Escrow. If the Director informs the Buyer that the Deficiency has been fully paid or that the Buyer has no further liability for the Deficiency, then the Buyer shall direct the Tax Escrow Agent to, and the Tax Escrow Agent shall, promptly release such difference to the Sellers.

(c) Notwithstanding anything to the contrary contained herein, the Sellers shall have the right to negotiate with the Director regarding the Claim and the Deficiency; provided, however, that: (i) the Buyer shall be entitled to comply with all instructions of the Director; (ii) the Closing shall not be delayed as a result thereof; and (iii) the Buyer shall not be liable for any amount in excess of the Tax Escrow. In no event shall the Tax Escrow Agent fail to make any distribution provided for hereunder, including, without limitation, on the grounds that the Sellers contest any finding of the Director.

(d) Notwithstanding anything to the contrary contained herein, the Buyer shall not be liable for any taxes (including but not limited to, taxes owed in connection with the use and operation of the Property prior to Closing, or any taxes on any gain realized upon the sale, transfer or assignment of the Property) and the Sellers shall indemnify and hold the Buyer harmless from any liability or cost incurred in connection with any claim for any such taxes, including any interest and penalties thereon and cost and fees imposed by the Director relating thereto. The indemnification provision shall survive the termination of this Agreement and/or the Closing under this Agreement.

22.2. Force Majeure and COVID-19. Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties or civil unrest, or pandemic. Notwithstanding the

foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

22.3 Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to, and consents to, the jurisdiction of the Superior Court of New Jersey, Middlesex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the Parties hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury and irrevocably waives any right to a trial by jury.

22.4 Construction. The Sellers and the Buyer waive any statutory or common law presumption which would serve to have this document construed in favor and against either Party as the drafter.

22.5 Entire Agreement. This Agreement represents the entire Agreement and understanding between the Parties hereto and no oral or written representations or promises have been made with respect thereto other than those set forth in the LOI. To the extent the terms of the LOI conflict with the terms set forth in this Agreement, the terms of this Agreement shall control. This Agreement may not be altered or modified orally, but only by a written Agreement executed by the Parties hereto.

22.6 Captions and Headings. Captions and headings used herein are for reference only and are in no way to be deemed to define, limit, explain or amplify any provisions hereof.

22.7 Severability. In the event that any one or more of the provisions of this Agreement, or any parts thereof, shall be deemed invalid or unenforceable by any court of competent jurisdiction, or shall otherwise conflict with applicable law, such provisions, or parts thereof, shall be deemed deleted herefrom, and this Agreement shall be construed to give effect to the remaining provisions hereof, which shall be and remain in full force and effect.

22.8 Business Days. “Business Day” means any day other than a Saturday, a Sunday or a day on which commercial banks are authorized or required to be closed in the State in which the Property is located. If any date set forth in this Agreement for the performance of any obligations by any Party, or for the delivery of any instrument or notice as herein provided, should be a non-Business Day, the compliance with such obligation or delivery shall be deemed acceptable on the next Business Day.

22.9 Further Cooperation. Each of the Parties hereby agrees to execute, acknowledge, and deliver such other documents or instruments as the other may reasonably require from time to time to carry out the purposes of this Agreement.

22.10 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be duly executed and to be effective as of the day and year first above written.

SELLERS:

DAVID R. TAWIL

By: _____

Date: _____

YEHUDITH TAWIL

By: _____

Date: _____

BUYER:

BOROUGH OF HIGHLAND PARK

By: _____

Name: Teri Jover

Title: Borough Administrator

Date: _____

BOROUGH OF HIGHLAND PARK
No. 9-21-219

RESOLUTION: Finance Committee

WHEREAS, an Ordinance entitled, **CAPITAL ORDINANCE PROVIDING FOR PURCHASE AND INSTALLATION OF EMERGENCY RADIO CONSOLES AND PORTABLE RADIOS, APPROPRIATING \$250,000.00 THEREFOR, AUTHORIZED IN AND BY THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**; 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 October 5, 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: September 14, 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 14th day of September, 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
CAPITAL ORDINANCE NO. 21-**

**CAPITAL ORDINANCE PROVIDING FOR PURCHASE AND INSTALLATION OF
EMERGENCY RADIO CONSOLES AND PORTABLE RADIOS, APPROPRIATING \$250,000.00
THEREFOR, AUTHORIZED IN AND BY THE BOROUGH OF HIGHLAND PARK, IN THE
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY.**

WHEREAS, the Highland Park Police Department acting as Public Safety Answering Point (PSAP), needs the proper equipment to safely and effectively dispatch emergency help to the Borough's residents; and

WHEREAS, the police officers, fire fighters and emergency medical technicians need to quickly get information as to the nature and locations of emergencies and life threatening events; and

WHEREAS, Middlesex County has a dedicated radio communication system that effectively serves the needs of all first responders, making communications between different departments, divisions and disciplines possible; and

WHEREAS, the Highland Park Police Department Dispatch Center needs upgrades to properly and effectively be able to communicate with the different divisions, as the current hardware is outdated and no longer serviceable and at its end of life expectancy; and

Whereas, the current system is limited to the Police Department and upgraded equipment is needed to ensure inter-operability with the Fire Department and Highland Park First Aid Squad.

**NOW, THEREFORE BE IT ORDAINED AND ENACTED BY THE BOROUGH COUNCIL
OF THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF
NEW JERSEY AS FOLLOWS:**

SECTION 1: The capital purpose described in Section 2 of the capital ordinance is hereby authorized as a general capital purpose to be undertaken by the Borough of Highland Park, in the County of Middlesex, State of New Jersey for the said improvement (s) or purpose stated in Section 2 hereof, there is hereby appropriated the sum of \$250,000.00 funded by the Capital Improvement Fund.

SECTION 2: The capital purpose hereby authorizes the purchase and installation of two emergency radio consoles and the purchase and programming of portable radios and mobile units;

SECTION 3: The expenditure of the \$250,000.00 appropriation from the Capital Improvement Fund, for the purpose set forth in Section 2 hereof in hereby authorized and approved.

SECTION 4: The capital budget of the Borough is hereby amended to conform with the provisions of this capital ordinance and to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget and capital programs as approved by the Director of the Division of Local Government Services, New Jersey Department of Community Affairs is on file in the office of the Clerk and is available for public inspection.

SECTION 5: This ordinance shall take effect immediately after final adoption as described in N.J.S.A. 40:49-2.

Introduced on first reading
by title: September 14, 2021

ADOPTED:

ATTEST:

APPROVED:

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 9-21-221

RESOLUTION TO APPROVE REPLACEMENT OF HVAC COMPRESSOR AND
INVERTER BOARD AT THE HIGHLAND PARK POLICE DEPARTMENT

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Highland Park Police Department compressor needs to be replaced; and

WHEREAS, quotes were solicited for said replacement and two (2) quotes were received as follows:

East Coast Mechanical Contractors Inc.	\$10,380.00
Lightning Mechanical, LLC	No response
All County Mechanical	No response

WHEREAS, the Superintendent of the Department of Public Works has recommended that said replacement be performed by East Coast Mechanical Contractors Inc., Farmingdale, NJ; and

WHEREAS, funds shall be made available for this purpose in Account No. 1-01-26-310-232 in the amount of \$10,380.00, as reflected by the certification of funds 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 is hereby authorized and directed to accept the quote for the replacement of the HVAC compressor from East Coast Mechanical Contractors Inc., Farmingdale, NJ, at a total cost of \$10,380.00.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Superintendent of Public Works and the Chief Financial Officer forthwith.

ADOPTED: September 14, 2021

ATTEST:

JOAN HULLINGS, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$10,380.00 ACCOUNT NO. 1-01-26-310-232 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 14th day of September, 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. 9-21-222

RESOLUTION: Finance Committee

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2020 has been filed by a Registered Municipal Accountant with the Municipal Clerk as per the requirements of N.J.S. 40A:5-6, and a copy has been received by each member of the governing body, and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments
Recommendations

and

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
Recommendations

as evidenced by the group affidavit form of the governing body, and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Borough of Highland Park, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey dated July 30, 1968 and does hereby submit a certified copy of this resolution, and the required affidavit to said Board to show evidence of said compliance.

ADOPTED: September 14, 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 14th day of September, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
NO. 9-21-223

RESOLUTION TO APPROVE PLACE-TO-PLACE TRANSFER OF
ABC LIQUOR LICENSE – FOUR W PROPERTIES, LLC

RESOLUTION: Finance Committee

WHEREAS, an application has been filed for a Place-to-Place Transfer of Plenary Retail Consumption License No. 1207-32-008-013, currently inactive, issued to Four W Properties, LLC for premises located at 425-427 Raritan Avenue, Highland Park, NJ; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Highland Park does hereby approve, effective September 14, 2021, the Place-to-Place transfer of the aforesaid Plenary Retail Consumption License to Four W Properties, LLC, for premises located at 425-427 Avenue, Highland Park, NJ; and

BE IT FURTHER RESOLVED that the said Borough Council does hereby direct the Borough Clerk to endorse the License Certificate as follows: "This license, subject to all of its terms and conditions, is hereby transferred to "Four W Properties, LLC for premises located at 425-427 Raritan Avenue, Highland Park, NJ effective September 14, 2021."

ADOPTED: September 14, 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 14th day of September, 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. 9-21-224

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH CME ASSOCIATES FOR ENGINEERING SERVICES RELATED TO TRAFFIC
STUDY AND NJDOT PRE-APPLICATION MEETING FOR PERMANENT
CLOSURE OF SOUTH 3RD AVENUE AT RARITAN AVENUE (NJ ROUTE 27)

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 Traffic Study and NJDOT Pre-Application Meeting for Permanent Closure of South 3rd Avenue at Raritan Avenue (NJ Route 27), 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. 1-01-20-170-233 in an amount not to exceed \$9,979.00, 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: September 14, 2021

ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$9,979.00 ACCOUNT NO. 1-01-20-170-233 P.O. NO. _____ BY: _____ <p style="text-align: center;">FINANCE DIRECTOR</p>

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 14th day of September, 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. 9-21-225

RESOLUTION TO AUTHORIZE/SCHEDULE 2021 ONLINE
AUCTION OF SURPLUS PROPERTY

RESOLUTION: Public Works & Public Utilities Committee

WHEREAS, the Borough of Highland Park is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Borough Council is desirous of selling said surplus property in an “as is” condition without express or implied warranties.

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

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to State Contract A-70967/T2581 in accordance with the terms and conditions of the State Contract. The terms and conditions of the agreement entered into with GovDeals are available online at www.govdeals.com and also available from the Borough Clerk’s Office in the Borough of Highland Park.
- (2) The sale will be conducted online and the address of the auction site is www.govdeals.com.
- (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
- (4) A list of the surplus property to be sold is attached to the original of this resolution.
- (5) The surplus property as identified shall be sold in an “as-is” condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
- (6) The Borough of Highland Park reserves the right to accept or reject any bid submitted.

ADOPTED: September 14, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of the 14th day of September 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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

Avaya Phones Model #:

Model Number	Quantity
1403	1
1408	31
1416	2
9508	7
9608	29
9611	3

BOROUGH OF HIGHLAND PARK
NO. 9-21-226

RESOLUTION TO EXECUTE AGREEMENT WITH NV5 FOR PROFESSIONAL ENGINEERING AND
DESIGN SERVICES AS PART OF THE
2018 SAFE ROUTES TO SCHOOLS GRANT PROGRAM

RESOLUTION: Economic Development & Planning Committee

WHEREAS, the Borough of Highland Park was awarded \$250,000 from the New Jersey Department of Transportation (NJDOT) for the 2018 Safe Routes to School (SRTS) project; and

WHEREAS, the Borough of Highland Park was included in the NJDOT's design assistance program, whereby the costs related to engineering and design for the 2018 SRTS project are fully reimbursable up to \$400,000; and

WHEREAS, the Borough of Highland Park selected NV5 as its preferred consultant for the 2018 SRTS project from a pool of engineering design consultants established by NJDOT through a quality-based selection process; 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, NV5 is a full service professional and technical engineering firm in the State of New Jersey with extensive experience in providing these services; and

WHEREAS, NV5 provided a proposal for design services for the 2018 SRTS project dated December 20, 2020 that was approved by NJDOT; and

WHEREAS, funds are available for this purpose in Account Numbers C-04-55-826-001 and C-04-55-821-001 in an amount of \$321,585.70, as reflected by the Certification of Funds by the Chief Financial Officer, shown below;

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 NV5, 7 Campus Drive, Suite 300, Parsippany, NJ 07054, a proposed copy of which is attached to the original of this resolution, 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: September 14, 2021

ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$321,585.70 ACCOUNT NOS. C-04-55-826-001 C-04-55-821-001 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 14th day of September 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. 9-21-227

RESOLUTION AMENDING RESOLUTION NO. 6-21-144 (TREE WATERING)

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, pursuant to Resolution No. 6-21-144 adopted by the Borough Council on June 1, 2021, Bartlett Tree Experts, Piscataway, NJ was awarded the 2021 street tree watering contract; and

WHEREAS, a Blanket Purchase Order was generated, Purchase Order No. 21-00883 in the amount of \$15,000.00; and

WHEREAS, it is necessary to increase the Blanket Purchase Order by \$5,000.00 to accurately reflect the total project costs; and

WHEREAS, funds for this additional increase are available the amount of \$5,000.00 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. 21-00883 be increased from \$15,000.00 to \$20,000.00.

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: September 14, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO:
AVAILABILITY OF FUNDS \$5,000.00
ACCOUNT NO. T-12-56-500-001
P.O. NO. 21-00883
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 14th day of September, 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. 9-21-228**

**RESOLUTION TO APPLY FOR GRANT FROM MIDDLESEX COUNTY
FOR HIGHLAND PARK HISTORIC SITES INVENTORY**

RESOLUTION: Recreation and Arts Committee

WHEREAS, the Historical Commission desires to survey historical buildings along the Raritan Avenue & Woodbridge Avenue commercial corridor; and

WHEREAS, Middlesex County has funds available for these initiatives through their Historic Preservation and Capital Grants program; and

WHEREAS, the Historical Commission wishes to apply for a grant from the Middlesex County in the amount of \$15,000; and

WHEREAS, Middlesex County requires a 50% cash match from applicants, which amounts to \$7,500, which will be made available in the Historical Commission's 2022 budget should they be selected for this grant; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are hereby authorized and directed to execute and submit, on behalf of the Historical Commission, the grant application to Middlesex County, a copy of which is attached to the original of this resolution.

ADOPTED: September 14, 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 14th day of September, 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. 9-21-229

RESOLUTION TO EXECUTE PROFESSIONAL SERVICES AGREEMENT
WITH GABEL ASSOCIATES FOR MICROGRID DESIGN SERVICE
FOR PHASE II TCDER MICROGRID PROJECT

RESOLUTION: Public Works and Public Utilities Committee

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

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

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

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

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

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

WHEREAS, as a member of ACES, Highland Park desires to participate in the ACESplus Program for the purpose of designing a TCDER Microgrid as a part of the NJBPU's Microgrid Design Incentive Program; and,

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

1. This resolution shall be known and may be cited as the "ACES Cooperative Pricing and ACESplus Program Resolution for TCDER Microgrid Design Services."
2. Pursuant to the provisions of N.J.S.A. 40A:11-10(b), the Mayor and Clerk of the Borough of Highland Park are hereby authorized and directed to use the ACES Cooperative Pricing System Agreement and accept and execute a proposal from Gabel Associates which will be kept on file in the Office of the Borough Clerk.
3. Teri Jover, Administrator, or her designee is hereby authorized and directed to work with the Lead Agency, via its professional energy consultant Gabel Associates for the Participant under the ACESplus Program, as authorized by, and in accordance with the requirements of, the Local Public Contracts Law (N.J.S.A. 40A:11-4.6 and 4.1), EDECA and the Proposal.

4. The New Jersey School Boards Association, through ACES and its professional energy consultant, shall be responsible for complying with the "Local Public Contracts Law," N.J.S.A. 40A:11-1.1 et seq. and all other applicable laws in connection with the preparation, bidding, negotiation and execution of contracts in connection with the ACES Cooperative Pricing System and the ACESplus Program.

ADOPTED: September 14, 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 14th day of September, 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. 9-21-230

RESOLUTION TO APPOINT HOUSING AUTHORITY MEMBER

RESOLUTION: Council as a Whole

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

Jason Postelnik

September 1, 2026

ADOPTED: September 14, 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 14th day of September, 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. 9-21-231

RESOLUTION TO APPROVE PAY ESTIMATE #1 ORDER NO. 1 – JADS CONSTRUCTION COMPANY,
INC. FOR 2020 MUNICIPAL ROADWAY IMPROVEMENT PROJECT

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, pursuant to Resolution No. 7-21-179, adopted by the Borough Council on July 6, 2021, a contract was awarded to JADS Construction Company, Inc. of South River, NJ, for the resurfacing and reconstruction of South Sixth Avenue between Magnolia Street and Benner Street, South Ninth Avenue between Eden Avenue and Graham Street, North Ninth Avenue between Raritan Avenue and Abbott Street, Benner Street between South Seventh Avenue and South Ninth Avenue, Cliff Court, Lincoln Avenue between Lawrence Avenue and North Fifth Avenue, and Barnard Street between Central Avenue and Woodbridge Avenue; and

WHEREAS, it appears from Pay Estimate No. 1, filed by CME Associates, that certain work under said contract has been completed and approved and there is due to JADS Construction Company, Inc. the sum of \$177,464.70 in accordance with said Pay Estimate for work performed from July 20, 2021 to August 30, 2021; and

WHEREAS, funds for this purpose are available in Account Nos. C-04-55-821-001 and C-04-55-824-001 in the amount of \$177,464.70, 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 Chief Financial Officer be and is hereby authorized and directed to pay JADS Construction Company, Inc. the sum of \$177,464.70, as certified by the Engineer in Pay Estimate No. 1, subject to the Clerk's receipt of the Certified Payroll and Project Manning Reports; and

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to Chief Financial Officer and the CME Associates forthwith.

ADOPTED: September 14, 2021

ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$177,464.70 ACCOUNT NOS. C-04-55-821-001 C-04-55-824-001 P.O. NO. _____ BY: _____ <p style="text-align: center;">FINANCE DIRECTOR</p>

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 14th day of September, 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. 9-21-232

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:

KIMBERLY MCGRAW, Recreation Coordinator, at an annual salary of \$60,000.00, effective September 15, 2021.

JUSTIN IMMORDINO, Firefighter, at an annual salary of \$42,000.00, effective October 1, 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:

SALVATORE GEORGIANNA, Part-time Firefighter, at an hourly rate of \$21.36, effective October 1, 2021.

WILLIAM BLANCHFIELD, Part-time Firefighter, at an hourly rate of \$21.36, effective October 1, 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: September 14, 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 14th day of September, 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. 9-21-233

RESOLUTION TO APPROVE OFF-PREMISES RAFFLE LICENSE
TRANSFIGURATION OF THE LORD, INC.

RESOLUTION: Finance Committee

WHEREAS, the Transfiguration of the Lord, Inc. has made application to the Borough Council of the Borough of Highland Park for a license to hold, operate and conduct a 50/50 Off-Premises Raffle in accordance with the Raffles Licensing Law (NSJA 5:8-50 to 76), on November 21, 2021; and

WHEREAS, the Borough Council has made or caused to be made an investigation of the qualifications of said applicant and the merits of said application and have determined that said applicant is qualified to hold, operate and conduct Raffles in accordance with the Raffles Licensing Law and the findings set forth in the attached Form 5A of the Legalized Games of Chance Control Commission;

NOW, THEREFORE, BE IT RESOLVED that the Borough Clerk shall be and is hereby authorized and directed to issue a license to the Transfiguration of the Lord, Inc., for the holding, operation and conduct of a raffle on the above date upon payment of a legal fee therefor, subject to the provisions of the Raffles Licensing Law and the rules, regulations and amendments thereto promulgated by said Control Commission.

ADOPTED: September 14, 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 14th day of September, 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. 9-21-234**

RESOLUTION AUTHORIZING CANCELLATION OF TAXES

RESOLUTION: Finance Committee

WHEREAS, Hector Avila, the owner of 446 Harrison Avenue, Block 202 Lot 3 has applied for a 100% permanently and totally disabled veteran status, and

WHEREAS, the Tax Assessor has reviewed the documentation and application and has granted this exemption for this property as of August 2, 2021, and

WHEREAS, the Tax Collector has calculated the amount of taxes to be canceled as of 8/2/2021 for the balance of the 2021 tax year detailed as shown below:

Owner	Property Location	Block	Lot	Quarter	Amount
Avila, Hector	446 HARRISON AVE	202	3	3Q-2021	\$ 4,145.67
Avila, Hector	446 HARRISON AVE	202	3	4Q-2021	\$ 6,464.25
Total					\$10,609.92

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Highland Park that the Tax Collector is hereby authorized to cancel the amount of **\$10,609.92** from the records for the tax year 2021 due to a 100% Permanently and Totally Disabled Veteran status.

ADOPTED: September 14, 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 14th day of July, 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. 9-21-235

RESOLUTION TO RESCIND RESOLUTION NO. 8-21-202 AUTHORIZING AWARD OF AN
AGREEMENT TO THA CONSULTING, INC. FOR PARKING CONSULTANT SERVICES

RESOLUTION: Economic Development and Planning Committee

WHEREAS, Resolution No. 8-21-202, adopted by the Borough Council on August 3, 2021, authorized the award of an Agreement to THA Consulting, Inc. for Parking Consultant Services; and

WHEREAS, the Borough chooses to rescind said agreement that was awarded to THA Consulting, Inc.;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that Resolution No. 8-21-202 shall be and is hereby rescinded.

ADOPTED: September 14, 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 14th day of September, 2021.

Joan M. 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. 9-21-236

RESOLUTION AUTHORIZING THE AWARD OF AN AGREEMENT TO
LEVEL G ASSOCIATES 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, the Borough desires to award a contract to Level G Associates located at 34 Lark Avenue, Old Bethpage, NY, in the amount not to exceed \$35,000.00; and

WHEREAS, in accordance with N.J.A.C. 5:30-5.4, adequate funds are available for the provision of these services by Level G Associates 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: September 14, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$35,000.00 ACCOUNT NO. C-04-55-814-001 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 14th day of September, 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. 9-21-237

RESOLUTION AUTHORIZING ISSUANCE OF TAXI OWNER LICENSE FOR THE PURPOSE
OF OWNING A TAXI CAB IN THE BOROUGH OF HIGHLAND PARK

RESOLUTION: Public Safety Committee

WHEREAS, 4K's Cars LLC (Randy Shutz) has filed with the Clerk of this Borough an application for an Owners License to operate taxicabs in this Borough under the provisions of the Ordinance providing for such licenses for the year 2021; and

WHEREAS, the Chief of Police and/or his designee has investigated said applicant sand has reported favorably upon said application;

NOW, THEREFORE, BE IT RESOLVED that this Council hereby determined that said applicants are qualified and that public necessity and convenience would be served by the issuance of such License.

BE IT FURTHER RESOLVED that the Borough Clerk shall be and is hereby authorized and directed to issue an Owner License to the aforesaid applicant.

ADOPTED: September 14, 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 14th day of September, 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. 9-21-238

RESOLUTION AUTHORIZING ISSUANCE OF TAXI OPERATOR LICENSE FOR THE
PURPOSE OF OPERATING TAXI CAB IN THE BOROUGH OF HIGHLAND PARK

RESOLUTION: Public Safety Committee

WHEREAS, Randy Shutz has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such License for the year 2021; and

WHEREAS, the Chief of Police and/or his designee has investigated said applicant and has reported favorably upon said application;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that said applicants are qualified and that public necessity and convenience would be served by the issuance of said License.

BE IT FURTHER RESOLVED that the Borough Clerk be and is hereby authorized and directed to issue an Operator Licenses to the aforesaid applicant.

ADOPTED: September 14, 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 14th day of July, 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. 9-21-239

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 9/14/2021 can be found in the Bills List Journal Book No. 41.

ADOPTED: September 14, 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 14th day of September, 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. 9-21-240**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION FOR
MIDDLESEX COUNTY INFORMATION AND ASSISTANCE GRANT**

RESOLUTION: Finance Committee

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2021 budget in the sum of \$10,000.00, which is now available from the County of Middlesex Information and Assistance Grant, and

BE IT FURTHER RESOLVED that the like sum of \$10,000.00 is hereby appropriated under the caption of Middlesex County Information and Assistance Grant.

ADOPTED: September 14, 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 14th day of September, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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