

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
OCTOBER 5, 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: 981 5862 7012

By Computer, Smart Phone or Tablet:

Web Link: <https://zoom.us/j/98158627012>

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.
 - 6.a **MOTION** to approve minutes of the Regular/Work Session Meeting held

August 3, 2021 and the Special Meeting held August, 17, 2021, as distributed.

ROLL CALL VOTE

7. Council Reports.
8. Borough Administrator's Report.
9. Borough Attorney's Report.
10. Mayor's Report.
11. Public Participation.
(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).
12. Ordinances Requiring a Second Reading.
 - 12.a Clerk reports advertising Accessible Parking 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. 10-21-241 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
 - 12.b Clerk reports advertising Ordinance for the Purchase of 23 South 3rd Avenue, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 10-21-242 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
 - 12.c Clerk reports advertising Capital Ordinance Providing for the Installation of Emergency Radio Console and Portable Radios, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 10-21-243 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**

13. Ordinances Requiring a First Reading.

14. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

- 14.a *10-21-244 Resolution to Approve Person-to-Person and Place-to-Place Transfer of ABC Liquor License - Surdas, LLC.
- 14.b *10-21-245 Resolution to Approve Final Pay Estimate No. 3 and Close-out Change Order and Payment for Improvements to Cherry Street, South Park Avenue and South Adelaide Avenue - Esposito Construction, LLC.
- 14.c *10-21-246 Resolution to Refund Raffle License Fees.
- 14.d *10-21-247 Resolution Waiving Building Permit Fees for Repair Work and/or Improvements due to Recovery from Tropical Storm Ida.
- 14.e *10-21-248 Resolution to Apply to New Jersey Department of Community Affairs for Recreation Complex Renovations.
- 14.f *10-21-249 Resolution to Apply to New Jersey Department of Community Affairs for Raritan River Trail Connector Feasibility Analysis
- 14.g *10-21-250 Resolution Amending Agreement for Environmental Consulting Services with Excel Environmental Resources, Inc. for Environmental Consulting Services at 1 River Road, Highland Park.
- 14.h *10-21-251 Resolution Amending Professional Services Agreement for Special Environmental Counsel.
- 14.i *10-21-252 Resolution Authorizing Continuation of Temporary Street Closures to Support Restaurants and Businesses During COVID-19 Health Emergency.
- 14.j *10-21-253 Resolution to Authorize Emergency Repairs to Riverview and So. 1st Avenues due to Damages from Tropical Storm Ida.
- 14.k *10-21-254 Resolution Authorizing a Request for Proposals for Landscape Architectural Design Services related to the Proposed Public Space on So. 3rd Avenue.
- 14.l *10-21-255 Resolution to Approve Pay Estimate No. 2 - 2020 Municipal Roadway Improvement Project - JADS Construction Co.
- 14.m *10-21-256 Resolution to Apply for Grant from Middlesex County for Highland Park Historic Sites Inventory

- 14.n *10-21-257 Resolution to Approve Bills List.
15. Resolutions requiring a Separate Reading.
16. Appointments.
17. Second Public Participation.
(3 minutes per speaker on any items; subject to 9PM conclusion prior to Work Session)
18. Recess (5 minutes).
19. Work Session Items: No formal action to be taken.
 - 19.a
 - a. Repeal of Cat Licensing Ordinance (TC).
 - b. Snow Removal Plan (PG).
 - c. Tree Planting Recommendations (PG) .
 - d. Resolution in Support of Fossil Fuel Divestment in State Pension Fund and GSMJIF (PG).
 - e. Resolution in Support of Withdrawal of Gas-Fired Power Plant Application in Keasbey (PG).
20. Executive Session (if necessary).
21. MOTION to adjourn.
22. **Next Scheduled Meeting:**

BOROUGH OF HIGHLAND PARK
No. 10-21-241

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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, 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: October 5, 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 5th day of October, 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. 21-2033

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>5</u>	<u>South 7th Avenue</u>	<u>Between Benner Street and Eden Avenue (2nd space)</u>
<u>6</u>	<u>Benner Street</u>	<u>Between South 8th Avenue and South 9th Avenue</u>

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: October 5, 2021

ATTEST:

APPROVED: October 5, 2021

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
No. 10-21-242

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 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**, 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: October 5, 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 5th day of October, 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. 21-2034**

**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: September 14, 2021

ADOPTED: October 5, 2021

ATTEST:

APPROVED: October 5, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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. 10-21-243

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the 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**, 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: October 5, 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 5th day of October, 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. 21-2035**

**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: October 5, 2021

ATTEST:

APPROVED: October 5, 2021

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 10-21-244

RESOLUTION TO APPROVE PERSON-TO-PERSON AND PLACE-TO-PLACE
TRANSFER OF ABC LIQUOR LICENSE – SURDAS, LLC

RESOLUTION: Finance Committee

WHEREAS, an application has been filed for a Person-to-Person and Place-to-Place Transfer of Plenary Retail Distribution License No. 1207-44-007-005, currently inactive, issued to New Athens Corner, Inc.; 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 October 6, 2021, the Person-to-Person and Place-to-Place transfer of the aforesaid Plenary Retail Distribution License from New Athens Corner, Inc. to Surdas, LLC, for premises located at 80 Raritan 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 condition, is hereby transferred to Surdas, LLC. for premises located at 80 Raritan Avenue, Highland Park, NJ effective October 6, 2021."

ADOPTED: October 5, 2021

ATTEST:

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 5^h day of October, 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. 10-21-245

RESOLUTION TO APPROVE FINAL PAY ESTIMATE #3 AND CLOSE-OUT CHANGE
ORDER FOR IMPROVEMENTS TO CHERRY STREET, SOUTH PARK AVENUE
AND SOUTH ADELAIDE AVENUE TO ESPOSITO CONSTRUCTION, LLC

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, pursuant to Resolution No. 4-20-142, adopted by the Borough Council on April 21, 2020, a contract was awarded to Esposito Construction, LLC of Matawan, NJ, for the Improvements to Cherry Street South Park Avenue and South Adelaide Avenue; and

WHEREAS, it appears from Pay Estimate No. 3 and Close-out Change Order, filed by CME Associates, that certain work under said contract has been completed and approved, resulting in an overall decrease in the original contract in the amount of \$136,586.08, and there is due to Esposito Construction, LLC the sum of \$75,821.46 in accordance with said Pay Estimate for work performed from November 20, 2020 to June 25, 2021; and

WHEREAS, funds for this purpose are available in Account No. C-04-55-821-001 in the amount of \$75,821.46, 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 Esposito Construction, LLC the sum of \$75,821.46, as certified by the Engineer in Pay Estimate No. 3, subject to the Clerk's receipt of the Certified Payroll and Project Manning Reports and posting of a one-year maintenance bond in the amount of \$98,046.58 and

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

ADOPTED: October 5, 2021

ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$75,821.46 ACCOUNT NO. C-04-55-821-001 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 5th day of October, 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. 6-21-142

RESOLUTION TO REFUND RAFFLE LICENSE FEES

RESOLUTION: Finance Committee

WHEREAS, the Transfiguration of the Lord, Inc. applied for two raffle licenses for 2021; and

WHEREAS, the raffle license fees of \$20.00 was paid for each raffle license; and

WHEREAS, the Transfiguration of the Lord, Inc. has decided to host the raffles at a location not in Highland Park, and therefore, the applicant is due a refund; and

WHEREAS, the administrative fee for refunds charged by the Borough Clerk pursuant to Section 4 of Highland Park resolution No. 01-21-13 adopted by the Borough Council on January 5, 2021 shall be waived;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Finance Director shall be and is hereby authorized and directed to remit to the Transfiguration of the Lord, Inc., 23 South 5th Avenue, Highland Park, NJ 08904, the amount of \$40.00, the same being the amount of refund due for submittal of raffle license applications.

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

ADOPTED: October 5, 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 5th day of October, 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. 10-21-247**

**RESOLUTION WAIVING BUILDING PERMIT FEES FOR REPAIR WORK AND/OR
IMPROVEMENTS DUE TO RECOVERY FROM TROPICAL STORM IDA**

RESOLUTION: Economic Development and Planning Committee

WHEREAS, the Borough of Highland Park (the "Borough") has encountered flooding from September 1, 2021 to September 3, 2021 where public infrastructure and individual citizens of the Borough incurred damages; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has received on September 5, 2021 an approved disaster declaration numbered DR-4614 for said flooding event; and

WHEREAS, the Borough is desirous of relieving building permit fee burdens for repair work and/or improvements being accomplished solely due to recovery from said flooding event.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Highland Park that building permit fees charged pursuant to Borough ordinances shall be waived until October 31, 2021 for repair work and/or improvements accomplished solely due to recovery from said flooding event. Repair work and/or improvements, or subcomponents thereof, accomplished which are not due to said flooding event shall not be eligible for this fee waiver. Upon review of building permit application materials, the Construction Official shall have the authority to:

- a) make determination of ineligible repair work and/or improvements; and
- b) implement the fee waiver up to and until October 31, 2021.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be forwarded to the Director of Code Enforcement and Chief Financial Officer.

ADOPTED: October 5, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Council of said Borough on the 5th day of October, 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. 10-21-248**

**RESOLUTION TO APPLY TO NEW JERSEY DEPARTMENT OF COMMUNITY
AFFAIRS FOR RECREATION COMPLEX RENOVATIONS**

RESOLUTION: Recreation and Arts Committee

WHEREAS, the Borough of Highland Park desires to apply for an obtain a grant from the New Jersey Department of Community Affairs (DCA) for approximately \$750,000.00 to carry out a project to replace the track and turf field and upgrade playground equipment; and

WHEREAS, the 2022 New Jersey state budget has earmarked \$750,000.00 for this purpose;

NOW, THEREFORE, BE IT RESOLVED that the Borough of Highland Park does hereby authorize the application for such a grant and recognizes and accepts that DCA may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Highland Park and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith.

ADOPTED: October 5, 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 5th day of October, 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. 10-21-249**

**RESOLUTION TO APPLY TO NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
FOR RARITAN RIVER TRAIL CONNECTOR FEASIBILITY ANALYSIS**

RESOLUTION: Recreation and Arts Committee

WHEREAS, the Borough of Highland Park desires to apply for an obtain a grant from the New Jersey Department of Community Affairs (DCA) for approximately \$250,000.00 to conduct a feasibility analysis of the Raritan River Trail Connector concept; and

WHEREAS, the 2022 New Jersey state budget has earmarked \$250,000.00 for this purpose;

NOW, THEREFORE, BE IT RESOLVED that the Borough of Highland Park does hereby authorize the application for such a grant and recognizes and accepts that DCA may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Borough of Highland Park and the New Jersey Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement and any other documents necessary in connection therewith.

ADOPTED: October 5, 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 5th day of October, 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. 10-21-250**

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

RESOLUTION: Council as a Whole

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

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

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

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

WHEREAS, funds for this purpose are not to exceed the amount of \$26,000.00 without further resolution of Council; and

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Highland Park that the Borough Administrator and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, a Professional Services Agreement with Excel Environmental Resources, Inc. for the above described parcels for an amount not to exceed \$26,000.00. The scope of work shall be consistent with the Technical and Cost Proposal for Environmental Engineering and Consulting Services, a copy of which is attached hereto.

ADOPTED: October 5, 2021

ATTESTED:

Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$26,000.00 ACCOUNT NO. 1-01-26-310-238 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 5th day of October, 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. 10-21-251**

**RESOLUTION AMENDING PROFESSIONAL SERVICES AGREEMENT
FOR SPECIAL ENVIRONMENTAL COUNSEL**

RESOLUTION: Council as a Whole

WHEREAS, on March 3, 2020, the Borough of Highland Park engaged McManimon, Scotland & Baumann to serve as Special Environmental Counsel to assist the Borough in its representation in the matter known as JSM at Highland Park, LLC v. the Borough of Highland Park, Docket No. MID-L-4958-17; and

WHEREAS, there is a need to authorize an additional work on this case beyond the \$150,000.00 previously authorized by Borough Council and that additional amount is not to exceed \$50,000.00; and

WHEREAS, funds will be available for this purpose in Account No. 1-01-20-155-235 in the 2021 budget, as reflected by the Certification of Funds Available by the Chief Financial Officer.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park in the County of Middlesex that the Council does hereby authorize an increase to the contract with McManimon, Scotland and Baumann, in accordance with the above stated limitations.

BE IT FURTHER RESOLVED that certified copies of this resolution shall be forwarded to the Borough Administrator and Assistant Finance Officer.

ADOPTED: October 5, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$50,000.00 ACCOUNT NO. 1-01-20-155-235 P.O. NO. _____ BY: _____ FINANCE DIRECTOR

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Council of said Borough on the 5th day of October, 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. 10-21-252

RESOLUTION AUTHORIZING CONTINUATION OF TEMPORARY STREET CLOSURES TO
SUPPORT RESTAURANTS AND BUSINESSES DURING COVID-19 HEALTH EMERGENCY

RESOLUTION: Economic Development and Planning Committee

WHEREAS, on June 3, 2020, Governor Murphy signed Executive Order No. 150, declaring that effective at 6:00 a.m. on Monday, June 15, 2020, restaurants, cafeterias, dining establishments, and food courts, with or without a liquor license, and bars, referred to as “food or beverage establishments,” are permitted to offer in-person service at outdoor areas; and

WHEREAS, Executive Order No. 150, permits Municipalities to allow food or beverage establishments to expand their footprint to outdoor areas, both within their property and among municipally-governed areas; and

WHEREAS, pursuant to N.J.S.A. 39:4-197.3, a municipality may enact emergency or temporary special traffic regulations by Resolution; and

WHEREAS, the Borough of Highland Park desires to continue with the temporary change of the existing two-way traffic pattern along No. Fourth Avenue between Route NJ 27 (Raritan Avenue) and Denison Street to a one-way street in the southward direction only, to accommodate outdoor dining by local businesses; and

WHEREAS, the Borough of Highland Park desires to continue with the temporary closure of a portion of So. Third Ave to all traffic for more than forty-eight (48) continuous hours between Route NJ 27 (Raritan Avenue) and Magnolia Street, to accommodate outdoor dining by local businesses; and

WHEREAS, during the temporary closure of So. Third Ave, the detour routes shall be along the municipal roadways of So. Second and So. Fourth Avenues; and

WHEREAS, the temporary change of No. Fourth Ave to a one-way street, and the temporary closure of So. Third Ave will impact the state highway of Route NJ 27 (Raritan Avenue); and

WHEREAS, pursuant to N.J.S.A. 39:4-8a, any municipal regulation which places any impact on a state highway or temporarily closes a street for more than forty-eight (48) continuous hours, shall require the approval of the Commissioner of Transportation; and

WHEREAS, the New Jersey Department of Transportation agrees to continue with the revised work order for the traffic signal along Route NJ 27 (Raritan Avenue) at the intersection of Third Avenue to match the proposed for the temporary closure of So. Third Avenue.

NOW, THEREFORE IT BE RESOLVED by the Borough of Highland Park Council, Middlesex County, State of New Jersey, the following temporary traffic regulations shall continue to be in effect from September 1, 2021 to December 31, 2021 as follows:

In the Borough of Highland Park:

One-Way Street(s) (TEMPORARY)

The following described streets or parts of streets are hereby designated as One-Way Streets in the direction indicated. Parking on these streets will be permitted on the sides as indicated below:

Name of Street	Direction	Limits	Parking Permitted
No. Fourth Ave	South	Rt 27 to Denison Ave	Yes

Street Closure(s) (TEMPORARY)

Name of Street	Limits
So. Third Ave	Rt 27 to Magnolia St (only half of the block is closed)

BE IT FURTHER RESOLVED that this Resolution shall take effect upon approval of the Commissioner of Transportation as provided by law.

ADOPTED: October 5, 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 5th day of October, 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. 10-21-253

RESOLUTION TO AUTHORIZE EMERGENCY REPAIRS TO RIVERVIEW AND SO.
1ST AVENUES DUE TO DAMAGES FROM TROPICAL STORM IDA

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Highland Park Department of Public Works has a need to repair a sinkhole on the corner of Riverview and So. 1st Avenues caused by extreme rainfall from Tropical Storm Ida, as more fully described on the attached scope of work; and

WHEREAS, funds for this purpose are available in Account No. C-04-55-821-001 in an amount not to exceed \$85,000.00, 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 arrange for said repairs from Jads Construction, PO Box 513, South River, NJ 08882, at a total price not to exceed \$85,000.00; and

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to Superintendent of Public Works & Public Utilities, the Chief Financial Officer, and the Assistant Finance Officer forthwith.

ADOPTED: October 5, 2021

ATTEST:

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$85,000.00 ACCOUNT NO. C-04-55-821-001 P.O. NO. _____ BY: _____ <p style="text-align: center;">FINANCE DIRECTOR</p>
--

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 5th day of October, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



September 23, 2021

REQUEST FOR PROPOSAL

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

**Re: South First Avenue Sink Hole Repair
Borough of Highland Park, New Jersey
Our File No.: PHP0022.42**

To whom it may concern:

Tropical Storm Ida has caused a sink hole on the corner of South First Avenue and Riverview Avenue. The damaged area was caused by the immense amount rainwater washing away the soil underneath the gabion baskets, thus causing the pavement and curb/gutter around this area to fail and collapse downward. We have prepared the attached location map and a general list of tasks and an approximation of quantities. This list is not intended to be a bid document but just a general guide. The quote will require the contractor to provide all equipment, materials and labor as necessary to perform the work. The quote should include all work required to restore the area including, but not limited to, repairing the gabions, adding large stone (rip-rap) to fill the void, filling the voids with a concrete slurry, adding a rip-rap anti-erosion pad on the riverside of the gabions and replacing the curb/gutter and pavement around the damaged area. The submittal should provide a start date for the work.

- Remove fallen curb/gutter, soil, & debris from trench
- Replace/reset existing damaged gabion \approx 20 SY
- Backfill trench with large stones (rip-rap) grouted with concrete slurry \approx 20 CY
- Backfill trench using quarry process DGA (on top if rip-rap) \approx 10 CY
- Reset leaning Guide Rail \approx 40 LF
- Backfill behind gabion using Rip-Rap \approx 6 CY
- Furnish and install approximately 80 lineal feet of curbing to match the existing curb
- Remove and/or replace pavement \approx 70 SY
Bituminous stabilized base (6" thick)
Surface top-course (2" thick)
- All clearing and site restoration

This work would be awarded as a change-order to the 2020 Municipal Roadway Improvements Project.

BMK/bnc
Enclosure

**BOROUGH OF HIGHLAND PARK
NO. 10-21-254**

**RESOLUTION AUTHORIZING REQUEST FOR PROPOSALS FOR
LANDSCAPE ARCHITECTURAL DESIGN SERVICES RELATED TO THE
PROPOSED PUBLIC SPACE ON SO. 3RD AVENUE**

RESOLUTION: Economic Development and Planning Committee

WHEREAS, the Mayor and members of the Highland Park Borough Council believe that the creation and enhancement of additional public gathering space is an essential part of the redevelopment of downtown Highland Park; and

WHEREAS, the Mayor and members of the Highland Park Borough Council recognize that in addition to providing space for regular planned public events, public spaces provide town residents and visitors with places to meet informally and organically to socialize and develop a greater sense of community; and

WHEREAS, the Downtown Redevelopment Plan for Tracts A-D recommends exploring the use South Third Avenue as a potential permanent open public space that could accommodate many of the public events described above; and

WHEREAS, the Borough of Highland Park has a need for landscape architectural services to facilitate the design of this public space concept so that it meets the needs of a variety of stakeholders, including but not limited to local residents, business owners, Main Street Highland Park and the Safe Walking and Cycling Committee as well as state and county agencies such as the New Jersey Department of Transportation and Middlesex County Departments of Business Innovations, Education & Opportunity, Public Safety & Health and Transportation.

NOW, BE IT THEREFOR RESOLVED, that the Mayor and members of the Highland Park Borough Council direct the Borough Administrator/Redevelopment Director to develop a request for proposals for qualified landscape design firms to assist with the design of the public open space; and

BE IT FURTHER RESOLVED that the Mayor and members of the Highland Park Borough Council direct the Borough Administrator/Redevelopment Director to issue said request for proposals following a successful application to the New Jersey Department of Transportation for the closure of South Third Avenue.

ADOPTED: October 5, 2021

ATTESTED:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of October, 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. 10-21-255

RESOLUTION TO APPROVE PAY ESTIMATE #1 ORDER NO. 2 – 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. 2, 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 \$156,853.37 in accordance with said Pay Estimate for work performed from August 31, 2021 to September 17, 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 \$156,853.37, 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 \$156,853.37, as certified by the Engineer in Pay Estimate No. 2, 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: October 5, 2021

ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$156,853.37 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 5th day of October, 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. 10-21-256**

**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 100% cash match from applicants, which amounts to \$15,000.00, 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: October 5, 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 5th day of October, 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. 10-21-257

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 10/5/2021 can be found in the Bills List Journal Book No. 41.

ADOPTED: October 5, 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 5th day of October, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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