

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
NOVEMBER 9, 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: 930 3093 1254

By Computer, Smart Phone or Tablet:

Web Link: <https://zoom.us/j/93030931254>

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.
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 Ordinance Authorizing Laboratory Use within the Commercial, Professional Office and Light Industrial Zones, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 11-21-273 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
 - 12.b Clerk reports advertising Ordinance Authorizing Lease Agreement with RCHP-AHC for Use of 127 Raritan 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. 11-21-274 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
13. Ordinances Requiring a First Reading.
 - 13.a Clerk reports introduction of Amendment to the Salary Ordinance, for consideration of passage on first reading by title.
 - a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 11-21-275)
ROLL CALL VOTE
14. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

 - 14.a *11-21-276 Resolution to Amend Annual Salary Resolution.
 - 14.b *11-21-277 Resolution to Authorize Contract with Real Auction for On-Line Tax Sale Services.

- 14.c *11-21-278 Resolution to Approve 2022 Taxi Operators.
- 14.d *11-21-279 Resolution to Cancel Prior Years Outstanding Checks.
- 14.e *11-21-280 Authorize Submission of Strategic Plan for Municipal Alliance Grant for Fiscal Year 2023.
- 14.f *11-21-281 Resolution Authorizing Contract with Interaction Insight Corporation for the Eventide Recorder System.
- 14.g *11-21-282 Resolution to Apply for Middlesex County Recycling Enhancement Grant to Purchase Reusable Bags.
- 14.h *11-21-283 Resolution Authorizing the Borough Special Tax Attorney to enter into a Stipulation of Settlement Relative to the Tax Appeals captioned White Mountain Cretan Fraternity vs. Borough of Highland Park.
- 14.i *11-21-284 Resolution Authorizing Appraisal Services Contract to Integra Realty Resources - Northern Jersey.
- 14.j *11-21-285 Resolution Authorizing Emergency Repairs to the Library Roof.
- 14.k *11-21-286 Resolution to Approve Pay Estimate No. 3 - 2020 Municipal Roadway Improvement Project - JADS Construction Co.
- 14.l *11-21-287 Resolution to Approve Bills List.

15. Resolutions requiring a Separate Reading.

- 15.a 11-21-288 Resolution to Approve Budget Transfers.
MOTION adopt/reject

ROLL CALL VOTE

- 16. Appointments.
 Council on Aging

Ruth Bickhardt

MOTION TO CONFIRM

ROLL CALL VOTE

- 17. Second Public Participation.
(3 minutes per speaker on any items; subject to 9PM conclusion prior to Work Session)
- 18. Recess (5 minutes).
- 19. Work Session Items: No formal action to be taken.

- a. Boards, Commissions & Committees Diversity Survey Report (EVT)
- b. HP Gives a Hoot Mission Statement (TC).
- c. Tree planting opt-out provisions (PG).
- d. Proposed ordinance amendments:
 - i. Land Development regulations related to automotive and service repair garages (MHale).
 - ii. Land Development regulations related to performance, maintenance and related guarantees (ES).
 - iii. Fair Share Housing related to control periods and trust fund (TJ).

20. Executive Session (if necessary).

21. MOTION to adjourn.

22. **Next Scheduled Meeting: December 7, 2021.**

BOROUGH OF HIGHLAND PARK
No. 11-21-273

RESOLUTION: Economic Development & Planning Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY AUTHORIZING A LABORATORY USE WITHIN THE COMMERCIAL, PROFESSIONAL OFFICE AND LIGHT INDUSTRIAL ZONES 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: November 9, 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 9th day of November, 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. 21-2036**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY
AUTHORIZING A LABORATORY USE WITHIN THE COMMERCIAL, PROFESSIONAL
OFFICE AND LIGHT INDUSTRIAL ZONES AND AMENDING THE “CODE OF THE
BOROUGH OF HIGHLAND PARK”.**

BE IT ORDAINED by the Council of the Borough of Highland Park, Middlesex County as follows: (Bracketed material deleted); underlined material new.

- (1) Section 230-141.B and G of the “Code of the Borough of Highland Park” which establishes permitted permissible uses and parking requirements within the C Commercial Zone is amended to read as follows:

Section 230-141.B. Permitted principal uses.

- (1) All uses permitted in §230-140.B. for the CBD Zone, with the exception of carry-out restaurants.
- (2) Restaurants.
- (3) Lawn and garden shops.
- (4) Professional offices.
- (5) [Medical and radiologic laboratories.] Laboratories.
- (6) Computer or electronic services or rental.
- (7) Retail integrated developments of such uses as retail stores and shops, personal service establishments, professional and business offices, banks and restaurants housed in an enclosed building or buildings and utilizing such common facilities as customer parking areas, pedestrian walks, truck loading and unloading space, utilities and sanitary facilities and other necessary and appropriate uses, subject to and in conformance with the regulations specified herein.

Section 230-141.G. Off-street parking and loading.

- (1) For permitted business, laboratory and service establishments: one parking space for each 300 square feet of gross floor area[of the establishment].
 - (2) Off-street loading berths for all retail and commercial establishments having a gross floor area in excess of 10,000 square feet: one loading space for every 10,000 square feet or fraction thereof of gross floor area.
 - (3) Public and private parking lots are permitted.
 - (4) Banks: one space for each 100 square feet of gross floor area.
 - (5) Restaurants: One off-street parking space for each three seats, plus one off-street parking space per employee on the maximum shift.
 - (6) For medical professional offices, one off-street parking must be provided at the rate of three off-street parking spaces for each professional staff member plus one space for each permanent employee or one parking space for each 100 square feet of gross floor area, whichever is greater.
- (2) Section 230-142.A. and E. of said Code which establishes permitted principal uses and parking requirements within the PO Professional Office Zone is amended to read as follows:

Sec. 230-142.A. Permitted principal uses.

- (1) Professional and business offices.
- (2) Offices for practicing physicians, dentists, psychologists and other professionals dealing in the medical profession.
- (3) Single-family homes.

(4) Laboratories.

Section 230-142.E. Off-street parking and loading.

- (1) For medical professional offices, off-street parking must be provided at the rate of three off-street parking spaces for each professional staff member plus one space for each permanent employee or one parking space for each 100 square feet of gross floor area, whichever is greater.
 - (2) For permitted business, office, laboratory and service establishments: one parking space for each 300 feet of gross floor area.
- (3) Section 230-143.B. and G. of said Code which establishes permitted principal uses and parking requirements within the LI Light Industrial Zone is amended to read as follows:

Sec. 230-143.B. Permitted principal uses.

- (1) Business, professional and governmental offices.
- (2) Light industrial manufacturing, processing and assembling of products.
- (3) Wholesale offices and showrooms with accessory storage for goods.
- (4) Warehousing of finished products and materials for distribution.
- (5) Electrical, heating, ventilating, air-conditioning, plumbing and refrigeration equipment sales and service businesses.
- (6) Computer and/or electronic assembly, services or retail.
- (7) Wireless telecommunications, towers and antennas as specified in Article XVIII.

(8) Laboratories.

Section 230-143.G. Off-street parking and loading.

Subsection (1)(e) is amended to read as follows: For permitted business, office, laboratory and service establishments: one parking space for each 300 square feet of gross floor area.

- (4) Section 230-148 of said Code which establishes the SC Senior Citizen Housing Zone is amended to read as follows:

Section 230-148 [SC Senior Citizen Housing] Stream Corridor Protection Overlay Zone.

Sec. 230-148.D. Prohibited uses. The following uses are prohibited in the Stream Corridor Protection Overlay Zone even though they may be permitted in the underlying zoning.

Subsection (10) is amended to read as follows: [Commercial and medical] Laboratories, processing or manufacturing facilities.

- (5) This Ordinance shall take effect upon its passage and publication and the filing of a copy of same with the Middlesex County Planning Board all of which is required by law.

Introduced and passed on first reading: October 19, 2021

ADOPTED: November 9, 2021
ATTEST:

APPROVED: November 9, 2021

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
No. 11-21-274

RESOLUTION: Economic Development & Planning Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AUTHORIZING A LEASE WITH THE REFORMED CHURCH OF HIGHLAND PARK - AFFORDABLE HOUSING CORPORATION PERTAINING TO PORTIONS OF BLOCK 1704, LOTS 41 AND 42, ALSO FORMERLY KNOWN AS THE RUTGERS GUN AND BOAT SHOP PROPERTY, 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: November 9, 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 9th day of November, 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. 21-2037**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX,
STATE OF NEW JERSEY AUTHORIZING A LEASE WITH THE REFORMED CHURCH
OF HIGHLAND PARK - AFFORDABLE HOUSING CORPORATION PERTAINING
TO PORTIONS OF BLOCK 1704, LOTS 41 AND 42, ALSO FORMERLY KNOWN
AS THE RUTGERS GUN AND BOAT SHOP PROPERTY**

WHEREAS, the Borough of Highland Park (the “**Borough**”) is the owner of a parcel in the Borough designated as Block 1704, Lots 41 and 42 on the Borough tax maps, and located at 127 Raritan Avenue and 133 Raritan Avenue, respectively, formerly known as the “Rutgers Gun and Boat Shop” property (the “**Property**”); and

WHEREAS, the Property, which was acquired for inclusion in the Borough’s redevelopment plans, is currently vacant and the Mayor and Council desire to utilize this existing resource and put the Property to beneficial use until such time as those plans are implemented; and

WHEREAS, the Property consists of a two-story building that includes a large storefront with inventory space and a garage on the first floor and a residential apartment on the second floor, along with a parking area on the adjacent lot; and

WHEREAS, the Reformed Church of Highland Park - Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey with offices located at 19 South Second Avenue, Highland Park, New Jersey (the “**RCHP-AHC**”) desires to lease the storefront, inventory area and a portion of garage on the first floor of the building on the Property for temporary storage of supplies for Afghan refugees; and

WHEREAS, the RCHP-AHC desires to lease the second floor of the building to provide affordable housing for a low-income family; and

WHEREAS, the RCHP-AHC is an experienced nonprofit that has served as a valuable community resource and assisted the Borough in the past to support those in need in multiple ways; and

WHEREAS, the RCHP-AHC has agreed to assist the Borough in the clean-up and repair of the Property so it can be utilized for the aforementioned uses; and

WHEREAS, *N.J.S.A. 40A:12-14(c)* of the Local Lands and Buildings Law authorizes a municipality to lease property to a nonprofit for public purposes; and

WHEREAS, *N.J.S.A. 40A:12-15(i)* specifically authorizes a municipality to enter into a lease with a nonprofit corporation for any activity that promotes the health, safety and general welfare of the community and *40A:12-15(h)* authorizes a lease with a nonprofit corporation to provide services for poor or indigent persons or families; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the Borough of Highland Park to enter into a lease with the Reformed Church of Highland Park – Affordable Housing Corporation to provide temporary space for the collection and storage of supplies for Afghan refugees and to provide an affordable residential housing unit and adjacent parking, which will allow the Borough to utilize an existing unused resource for the benefit of those in need.

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

1. The statements and findings set forth in the preamble above are hereby incorporated as if fully restated herein.

2. Pursuant to *N.J.S.A. 40A:12-14* and *40A:12-15*, the Borough Council hereby authorizes the lease of a portion of the Property to the RCHP-AHC for the purpose of using a part of the first floor of the building (excluding the garage) for temporary storage and the second floor of the building for an affordable housing residential unit, as described in Section 1 above, subject to the following conditions:

For the first floor (excluding the garage space):

- A. Term: Six (6) months.
- B. Consideration: Five hundred (\$500.00) Dollars per month.
- C. Preparation of space: The RCHP-AHC shall be responsible for clean-up of the first-floor space, including front windows, with support from the Borough as needed.

D. Insurance: The RCHP-AHC shall provide the Borough with a certificate of insurance for general liability.

For the second floor and adjacent parking area:

A. Term: Initial period of one (1) year with option for one (1) year renewals. If the Borough determines it needs access to the building for redevelopment, the Borough shall give RCHP-AHC sixty (60) days' notice to vacate so that alternative housing can be found for the tenant.

B. Consideration: One Thousand (\$1,000.00) Dollars per month.

C. Preparation of space: The RCHP-AHC shall be responsible for repairs and/or modifications of the residential space so that a certificate of occupancy can be issued for use of the space.

D. Maintenance: The RCHP-AHC shall be responsible for ongoing maintenance of the residential unit throughout the term of the lease.

E. Parking: Two parking spaces on the adjacent parking lot shall be provided for use by the tenant of the affordable housing unit.

F. Insurance: The RCHP-AHC shall provide the Borough with a certificate of insurance for general liability and proof that the tenant has obtained insurance for the contents of the residential unit.

G. RCHP-AHC shall submit annual reports to the Borough to meet the requirements of *N.J.S.A. 40A:12-14(c)*, including affirmation of the continued tax-exempt status of the nonprofit corporation.

3. The Mayor, Administrator, Clerk, Borough Attorney, and other appropriate staff and officials are hereby authorized and directed to negotiate, prepare, and execute any and all such lease documents and undertake any and all such acts as may be needed to implement the terms hereof.

4. If any paragraph, section, subsection, sentence, sentence clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision of such holding and shall not affect the validity of the remaining paragraphs or sections hereof.

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

Introduced and passed on first reading: October 19, 2021

ADOPTED: November 9, 2021

ATTEST:

APPROVED: November 9, 2021

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 11-21-275

RESOLUTION: Finance Committee

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, December 7, 2021, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

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

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

ADOPTED: November 9, 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 9th day of November, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
Ordinance No. 21-

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

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

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

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

<u>Range Scale</u>	<u>Position</u>
1	Clerk, Planning Board
1	Clerk, Zoning Board of Adjustment
1	Registrar of Vital Statistics
1	Deputy Registrar of Vital Statistics
1	Qualified Purchasing Agent
1	Public Defender
1	Recycling Coordinator
1	Municipal Alliance Coordinator
1	Clean Communities Coordinator
1	Communications Liaison
2	Mayor
2	Council President
2	Council Member
2	Fire Inspector
2	Capital Projects Manager
2	<u>Neighborhood Preservation Program Coordinator</u>
3	Tax Assessor Clerk
3	Policy Assistant to the Mayor
3	Fire Sub-code Official
4	Electrical Sub-code Official/Inspector
4	Plumbing Sub-code Official/Inspector
4	Building Inspector
4	Building Sub-code Official
4	Zoning Sub-code Official
4	Construction Official
5	Redevelopment Director
5	Planning Board, Redevelopment and Zoning Board of Adjustment Clerk
5	Zoning Officer
6	Public Information Officer
6	Public Information Officer/Confidential Aide to Mayor
7	Municipal Court Judge
7	Municipal Prosecutor

9	Assistant to Mayor & Council
9	Assistant to the Borough Administrator
9	Assistant to the Borough Administrator/Project Manager
9	Administrative Secretary
9	Administrative Assistant
9	Fire Inspector/Firefighter
9	Public Safety Director
9	Emergency Services Director
10	Deputy Borough Clerk
10	Human Resources Coordinator
10	Communications Coordinator
10	Recreation Program Coordinator
10	Senior Program Coordinator
10	Teen Center Coordinator
10	Deputy Superintendent, Public Works
10	Assistant Finance Officer
10	Fire Official
10	Firefighter Supervisor
10	Firefighter
10	Tax Assessor
10	IT Coordinator
10	Utility Accounts Manager
10	Payroll & Benefits Coordinator
[10]	[Tax Collector]
11	Director, Department of Code Enforcement
11	Building Inspector
11	Construction Official
12	Community and Economic Development Director
13	Municipal Court Administrator
14	Director of Fire Safety
14	Tax Collector
15	Foreman, Public Works
15	Planner
16	Borough Clerk
16	Director of Finance
17	Director of Community Services
17	Director of Code Enforcement and Construction Official
17	Superintendent of Public Works
18	Chief Financial Officer
18	Borough Administrator
19	Borough Attorney
21	Chief of Police
H-3	Farmers' Market Site Supervisor
H-3	Seasonal Laborer
H-3	Clean Communities Laborer
H-3	Seasonal Recreation
H-4	Miscellaneous Part-time Clerical Employee
H-4	On-Call Firefighter
H-14	Misc. Recreation Program Employee
H-14	Part-Time Administrative Assistant
H-16	Special Law Enforcement Officer II

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

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

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

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

- I. Any non-union Borough employees will be paid according to the annual salary resolution adopted by the Mayor and Council.
- J. Employees in the Department of Public Works shall be paid as set forth in the adopted collective bargaining agreement.
- K. Employees in the Teamsters IBW 64 Bargaining Unit shall be paid as set forth in the adopted collective bargaining agreement.
- L. The Compensation Schedule for employees in the CWA Library Bargaining Unit shall be paid as set forth in the adopted collective bargaining agreement
- M. Police Department:
 - 1. Superior Officers shall be paid according to the adopted collective bargaining agreement.
 - 2. Sergeants and Police Officers shall be paid according to the adopted collective bargaining agreement.

Introduced on first reading
by title: November 9, 2021

ADOPTED:
ATTEST:

APPROVED:

Joan Hullings
Borough Clerk

Gayle Brill Mittler
Mayor

Latest update 6/12/18; 12/3/19; 2/4/20; 8/18/20; 7/6/21

BOROUGH OF HIGHLAND PARK
No. 11-21-276

RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk be and is hereby authorized and directed to notify the Borough Finance Director that since the adoption of a resolution on January 5, 2021 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an annual basis, there have been the following changes, to wit:

VALERI DRACH WEIDMANN, Master Circulations Coordinator, at an annual salary of \$62,310.00, effective January 1, 2021.

EMMA VON THUN, Neighborhood Preservation Coordinator, at an annual salary of \$9,000.00, effective November 1, 2021.

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk be and is hereby authorized and directed to notify the Borough Finance Director that since the adoption of a resolution on January 5, 2021 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an hourly basis, there have been the following changes, to wit:

TIBERIO CHEN, Seasonal Recreation Employee, at an hourly rate of \$12.00, effective October 9, 2021.
SAPIR FILHART, Seasonal Recreation Employee, at an hourly rate of \$12.00, effective October 29, 2021.

SHIRLEY ROUSSEAU, Public Safety School Crossing Guard, at an hourly rate of \$19.36, effective October 25, 2021.

MARY CARTER, Public Safety School Crossing Guard, at an hourly rate of \$19.36, effective November 1, 2021.

FANIA TSAKALAKOS, Public Safety School Crossing Guard, at an hourly rate of \$19.36, effective November 1, 2021.

CARMEN FLORA, Public Safety School Crossing Guard, at an hourly rate of \$19.36, effective November 1, 2021.

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

ADOPTED: November 9, 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 9th day of November, 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. 11-21-277

RESOLUTION TO AUTHORIZE CONTRACT WITH ROK INDUSTRIES/REAL
AUCTION.COM FOR ON-LINE TAX SALE SERVICES

RESOLUTION: Finance Committee

WHEREAS, pursuant to P.L. 1997, Chapter 99, a municipality may hold a tax lien sale within the last month of a calendar year for any unpaid taxes or other municipal liens or charges that are delinquent as of the 11th day of the eleventh month of the calendar year; and,

WHEREAS, an electronic tax sale provides a greater pool of potential lien buyers, thus creating a more complete tax sale process.

WHEREAS, the Tax Collector has solicited a quote for online tax lien services from ROK Industries, Inc. Agent/Realauction.com; and

WHEREAS, ROK Industries Inc./Realauction.com has the capability to conduct the sale according to the rules and regulations promulgated by the Division of Local Government Services.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, New Jersey, that the Administrator is hereby authorized and directed to contract ROK Industries/Realauction.com as the vendor for the online tax sale and the amount not to exceed \$15,000.00.

BE IT FURTHER RESOLVED that a certified copy of this resolution is forwarded to the Finance Director and Tax Collector forthwith.

ADOPTED: November 9, 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 9th day of November, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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

**AGREEMENT FOR
ELECTRONIC TAX LIEN CERTIFICATE SALE SERVICES**

This agreement (“**Agreement**”) entered into as of _____, 2021 (the “**Effective Date**”), between the Borough of Highland Park, Middlesex County, a municipal subdivision of the State of New Jersey (“**Municipality**”), and RealAuction.com LLC (“**Contractor**”), a Florida limited liability company, located at 861 SW 78th Avenue, Suite 102, Plantation, Florida 33324 licensed to do business in the State of New Jersey, for Internet-based electronic processing of bid information related to the auction sale of Municipality's tax lien certificates (“**Tax Certificates**”).

WHEREAS, the Division of Local Government Services, Department of Community Affairs of the State of New Jersey (the “**DCA**”) pursuant to N.J.S.A. 54:5-19.1(c) adopted regulations N.J.A.C. 5:33-1.1 (the “**New Regulations**”) governing electronic sales of Tax Certificates, effective as of January 2, 2018, and New Regulations have been further clarified by Local Finance Notice 2018-08, dated February 16, 2018 (the “**LFN**”, together with the New Regulations, as either may be amended in the future, the “**Electronic Sale Regulations**”); and

WHEREAS, the Services (as defined below) to be performed for Municipality under this Agreement shall be performed by Contractor, with ROK Industries, Inc. d/b/a NJtaxlieninvestor.com (“**ROK**”) serving as its administrative agent for purposes of invoicing, collecting payment and other ancillary services in furtherance of such Services, all in accordance with the Electronic Sales Regulations.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinabove and hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement; Cancellation; Termination Upon Default.

A. The term of this Agreement shall be one year from the above date. Either party may cancel this Agreement at any time, with or without cause, with thirty (30) days advance written notice to the other party. If Municipality cancels the Agreement within thirty (30) days of a scheduled auction, Municipality will pay Contractor its reasonable expenses for Services performed to date.

B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of, or breach by, the other party to comply with any provision or requirement of this Agreement, provided that written notice of such failure or breach is given to the defaulting party and such failure or breach is not cured within thirty (30) days from the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.

2. Services to be Provided by Contractor.

A. The Contractor shall furnish Internet auction services as more particularly provided for in this Agreement (the “**Services**”) for Tax Certificates for the Municipality. If the Services under this Agreement have been awarded to the Contractor pursuant to a Request for Proposal (“**RFP**”) or Request for Quotation (“**RFQ**”) issued by the Municipality, the parties agree that the terms and conditions of the RFP or RFQ (as applicable) and Contractor's RFP or RFQ response (as applicable) accepted by Municipality (collectively, the “**Final RFP/RFQ**”), are hereby incorporated as if fully set forth herein and are expressly included in the defined term “**Services**.” The Electronic Sales Regulations are also hereby incorporated by reference as if fully set forth herein, and all Services shall be provided in accordance with the Electronic Sales Regulations. In the event of a conflict among the New Regulations, LFN, the Final RFP/RFQ or this Agreement, the terms and conditions of the New Regulations shall prevail, followed by the LFN, the Final RFP/RFQ and then this Agreement. For avoidance of doubt, Contractor shall not be required to comply with any terms and conditions in the Final RFP/RFQ that is expressly prohibited by the Electronic Sales Regulations.

B. The Contractor shall provide a host server (the “**Server**”) for the Web Site. As used herein, the term “**Web Site**” shall mean an Internet web site that Contractor will make available to Municipality under this

Agreement. The Web Site will utilize proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by Municipality. The Municipality acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use commercially reasonable efforts to make the Web Site available during all regular business hours (8:30 a.m. to 5:30 p.m. EST) and shall not schedule planned maintenance downtime to occur during these regular business hours.

C. During each auction sale, the Contractor shall provide auction administrators (“**Auction Administrator(s)**”) and technical support necessary to facilitate the Municipality’s conduct of online auction sales of Tax Certificates.

D. Contractor will assist Municipality with the following:

- i. Auction set-up. Municipality is responsible to establish the auction start date, end date and batch size and other terms and business rules for the auction’s administration and execution, including but not limited to management or retrieval of user registration information and auction results. Contractor shall, upon Municipality’s request, consult concerning optimal terms and business rules or amending same to achieve Municipality’s goals. Contractor shall set-up the Web Site to reflect Municipality’s approved terms and business rules and conduct the auction in conformance therewith.
- ii. Granting and denying users and Municipality’s employees various degrees of access privileges to the Web Site. Before any Municipality representative is given privileges to access the Web Site and its information, Municipality must provide Contractor with written authorization directing Contractor to give such employees such authority. Municipality is responsible for notifying Contractor in writing of the revocation of such authority due to the death, retirement, resignation, termination or reassignment of any Municipality employee.
- iii. Monitoring network performance while auction sales are in progress.
- iv. Providing reasonable technical support to resolve questions related to hardware, software or network problems encountered by the Municipality or third party users (i.e., participants in auctions, “**Bidders**”).
- v. Providing telephone, web-based and on-site training sessions for Municipality personnel designated by the Municipality as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during regular business hours for the handling of Bidder and Municipality questions relating to the general operation of the Web Site. On-site support may also be provided at the Municipality’s request. Such on-site support shall be reasonable and at times mutually agreed upon by Municipality and Contractor.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, to which Bidders will be required to consent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. Contractor shall record and maintain records of all activity occurring on the Web Site, and shall retain these records for a period of five (5) years from the date of each auction.

G. Contractor shall permit an independent auditor to review and examine, during normal business hours, Contractor’s internal controls and procedures, provided that such audit shall not occur more than one time in any given calendar year and the costs of such audit will be borne by Municipality.

H. Contractor and ROK, and their respective owners, equity holders, and employees shall not participate as bidders in the sale or purchase of any Tax Certificates of Municipality conducted under this Agreement or that of any other municipality in the State of New Jersey conducted by them.

I. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of Tax Certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Web Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale free of charge.
- iv. Providing users with the means to bid and to withdraw bids on Tax Certificates prior to the conclusion of the tax sale.
- v. A proxy bidding system, whereby a user will submit the minimum rate and/or maximum premium that he/she would be willing to receive for the applicable Tax Certificate. The Contractor's software will act on the Bidder's behalf, submitting only the maximum rate (or minimum premium) necessary to win the bidding for any given Tax Certificate, but in no event less than the minimum rate (or maximum premium) specified by the bidder. When the auction is over, Bidder will see only the higher of the minimum rate (or maximum premium) submitted by each Bidder or their winning bid.
- vi. Allowing users to view auction sale results upon completion of the auction.
- vii. Allowing Contractor's Auction Administrators and Municipality's internal auction administrators (the "**Municipality Auctioneers**") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site. Bid amounts shall not be visible to the public or to the Municipality while the auction is in process.
- viii. Enabling the Municipality Auctioneers, or the Contractor Auction Administrator at Municipality's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular Bidder or Municipality user; and to limit or prohibit a user's access privileges to the site. Municipality will provide Contractor with the names of Municipality personnel who are permitted to access and/or authorize modifications. In the event Municipality directs Contractor to effect such modifications, Municipality will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. Cooperation by Municipality. Notwithstanding any other provision herein, the Municipality shall:

A. Notify Contractor in writing of the actual date for each tax certificate sale to be conducted on the Web Site at least 60 days prior to such date and provide Contractor with all information concerning the properties for which Tax Certificates are being offered at auction at least 45 days prior to the date of each auction.

B. Providing Contractor with the names, titles and contact information for all Municipality employees who will have decision-making authority of any kind in the auction process or access to the Contractor's Web Site, as well as the names and contact information of all Municipality employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear Municipality's name and such other trade dress (e.g., logos, introductory statement from the Municipality etc.) as reasonably directed by the Municipality. The Municipality acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. Municipality will cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the Tax Certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment, including reasonable access to any IT systems and databases (whether owned, licensed or leased from a third party). The information provided will include the initial data load and timely updates of any Tax Certificates that have been redeemed, purchased or transferred.

4. Payment for Services.

A. Municipality acknowledges that Contractor has appointed ROK to act as its administrative agent for payment and collection under this Agreement, and Contractor will be paid based upon invoices submitted to the Municipality by ROK after the completion of the auction sale in accordance with this Agreement.

B. In consideration of the Services set forth in this Agreement, Municipality shall pay (or cause to be paid) the following fees to Contractor c/o its administrative agent (ROK) in the manner described:

- i. \$15 per property listed on the initial list of properties provided by Municipality to Contractor.
- ii. Municipality will not be responsible for paying Contractor any other fees beyond those set forth above in clause (i) for a given auction sale, unless Municipality cancels this Agreement prior to the auction sale in which case Municipality will be responsible for paying Contractor its reasonable expenses for Services performed to date in accordance with the last sentence in Paragraph 1(A) above.

C. Following the conclusion of an auction sale, ROK shall provide Municipality with an invoice, which shall be paid within fifteen (15) days of receipt by the Municipality. Contractor and/or ROK will provide Municipality any other information that may be reasonably required by the Municipality.

D. All payments shall be made to:

ROK Industries, Inc.
(Administrative Agent for RealAuction.com LLC)
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

E. Contractor shall not be obligated to provide any Services hereunder in the event Municipality is more than sixty (60) days delinquent in paying any invoices, provided, however, that Contractor or ROK has advised the Municipality Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

F. Any payment due and payable under this Agreement made after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate of sixteen percent (16%) per annum, compounded monthly, or at the maximum rate allowed by law if said maximum

amount is less. The calculation of a daily rate shall be made based upon a year of three hundred and sixty (360) days and a month of thirty (30) days.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages; Indemnification.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by Municipality and Bidders, and when accessed by properly functioning software and equipment of Bidders, will perform substantially as required in order to facilitate Municipality's online auction sales of Tax Certificates. Contractor will, at no charge to Municipality, make corrections to the Web Site so that the Web Site performs substantially as agreed by Municipality and Contractor prior to the auction sale, and will use commercially reasonable efforts to make such corrections available within 36 hours or receiving notice of same, provided that Municipality reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 36 hours, the Contractor will confer with Municipality to advise Municipality with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Agreement, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, municipality or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format selected by Municipality for any particular auction conducted on the Web Site. Contractor shall be responsible for any errors or omissions of its employees and agents in performing the Services hereunder. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to Municipality arising out of or related to this Agreement exceed the fees earned by Contractor under this Agreement during the twelve month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding anything to the contrary contained herein, Contractor's liability to Municipality arising out of claims brought against Contractor under this Agreement will be no greater than \$100,000 in the aggregate.

C. Subject to the last sentence of Paragraph 5(B) above, Contractor shall indemnify and hold harmless the Municipality, its directors, officers, members, employees and agents, from and against any and all claims, losses, costs, damages and liabilities incurred in connection with any third party claims relating to Contractor's performance of, or failure to perform, the Services under the Agreement.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by Municipality will be proprietary to Contractor. Municipality's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to Municipality's internal use only, and Municipality agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. Municipality acknowledges that with respect to Bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so

far as Bidders have provided such minimum bids. Such minimum bids will be the confidential information of the Bidder, which Contractor will be required to maintain, and which Contractor will not release except as required by law.

C. Except upon prior written approval by the Municipality, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that Municipality designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor or any of its subcontractors, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "**Contractor's Confidential Information**"). Municipality agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by Municipality with respect to protecting other third party confidential information in its possession. Municipality shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of Municipality or Contractor who have a need to know and need access to the information to facilitate Municipality's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit Municipality from making any disclosures required of Municipality pursuant to any legal process or request from any governmental authority having jurisdiction over Municipality, or from making disclosure required by New Jersey law, provided however that prior to disclosure to any such governmental authority, Municipality shall provide prior notice to Contractor in order to enable Contractor to seek protection of such confidential information or seek other relief, and provided, further, that Municipality will only disclose the minimum amount of confidential information required.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by Bidders, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without Municipality's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third Party Beneficiaries Intended. For the limited purpose of providing auction sale services for the Tax Certificate auction and other services specifically described herein, Contractor shall be an agent of the Municipality and shall be required to take direction from the Municipality as to the mechanism and effectuation of the sale, except to the extent inconsistent with applicable law including but not limited to the rules, guidance or direction of the DCA. Other than with the respect to the handling of the tax sale auction and other services described herein, Contractor acknowledges that it does not have the authority to act on behalf of the Municipality or its agencies. Contractor's personnel shall not be employees of the Municipality. There are no intended third party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by "force majeure" event. For purposes of this Agreement, a "force majeure" event shall mean any cause or agency preventing performance of an obligation which is beyond the control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet

traffic slowdowns (including any Internet transmission problems incurred by either Municipality's or Contractor's Internet service provider), down computer networks, down hardware, (head crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure event shall, upon notice to it of the force majeure event, promptly notify the other party, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Assignment. Contractor may assign its rights hereunder, in whole or in part, to a wholly-owned subsidiary or an affiliate, with Municipality's consent, which consent shall not be unreasonably withheld.

11. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to any choice of law principles. The Contractor agrees that the notwithstanding the venue rules of the applicable court, venue for any and all claims between the parties arising from this Agreement shall be solely in the federal or state courts in and for the County in New Jersey where the Municipality is located.

Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be in writing and will be delivered personally, or mailed by first class registered or certified mail, postage prepaid, or overnight courier service, addressed as follows:

If to Municipality:

Address notice to the "Tax Collector" at the Municipality's official address in New Jersey.

If to Contractor:

RealAuction.com LLC
861 SW 78th Avenue
Plantation, Florida 33324
Attention: NJ Electronic Sales

With copy to:

ROK Industries, Inc.
Administrative Agent
Attn: Igor Roitburg
306 Harlingen Road
Belle Mead, New Jersey, 08502

12. Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

13. Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto. The parties may sign and deliver this Agreement or any amendment thereto by facsimile transmission, email of a PDF document or electronic signature. Each party agrees that the delivery of the Agreement or any amendment thereto by facsimile, email of a PDF document or electronic signature shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

For Municipality: Borough of Highland Park, Middlesex County

Name: _____

Title: _____

Date: _____

*[The remainder of this page left blank intentionally.
Additional signature page follows.]*




For Contractor: RealAuction.com LLC



Name: Lloyd McClendon
Title: Managing Member

For Administrative Agent: ROK Industries, Inc. d/b/a NJTaxlieninvestor.com



Name: Igor Koltburg
Title: Chief Executive Officer

BOROUGH OF HIGHLAND PARK
NO. 11-21-278

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

RESOLUTION: Public Safety Committee

WHEREAS, Michael Valor and Carl Michael Johnson have filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such Licenses for the year 2022; and

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

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

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

ADOPTED: November 9, 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 9th day of November, 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. 11-21-279

RESOLUTION TO CANCEL PRIOR YEARS OUTSTANDING CHECKS

RESOLUTION: Finance Committee

WHEREAS, there exists various outstanding checks on the books of the Claim Fund of the Borough of Highland Park, and

WHEREAS, it has been determined that these checks are at least one year old and should be canceled,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following outstanding checks in the Claims Fund IN THE AMOUNT OF \$14,003.31 be cancelled to Current Fund Surplus:

<u>CHECK #</u>	<u>CHECK DATE</u>	<u>PAYEE</u>	<u>CHECK AMOUNT</u>
10523	7/21/20	Yanique Folkes	\$200.00
10626	8/18/20	Cedar Holding Associates	\$16,343.31
10686	8/18/20	Shoshana Lapp	\$90.00
10736	8/18/20	Joan Shen	\$95.00
10338	12/15/20	Leonardo Perez	\$275.00
	TOTAL		\$17,003.31

ADOPTED: November 9, 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 9th day of November, 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. 11-21-280

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

RESOLUTION: Council as a Whole

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

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

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

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

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

1. The Borough Council of the Borough of Highland Park does hereby authorize submission of a strategic plan for the Highland Park Municipal Alliance grant for fiscal year 2023 in the amount of:

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

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

APPROVED: _____
Gayle Brill Mittler, Mayor

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of resolution duly authorized by the Borough Council of the Borough of Highland Park on this 9th day of November, 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. 11-21-281

RESOLUTION AUTHORIZING CONTRACT WITH INTERACTION INSIGHT
CORPORATION FOR THE EVENTIDE RECORDER SYSTEM

RESOLUTION: Public Safety Committee

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS the Highland Park Police Department is in need of a maintenance contract for their Eventide Recorder System; and

WHEREAS, under State Contract No. 83891, the Borough may purchase said maintenance contract from Interaction Insight Corp., 125 Half Mile Road, Suite 200, Red Bank, NJ 07701, at the State contract prices; and

WHEREAS, funds for this purpose are available in Account No. C-04-55-812-002 in the amount of \$7,547.12 and Account No. C-04-55-820-002 in the amount of \$12,905.88, for a total amount not to exceed \$20,453.00 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 Chief of Police is hereby authorized and directed to execute said maintenance contract with Interaction Insight Corp., 125 Half Mile Road, Suite 200, Red Bank, NJ 07701, at a total cost not to exceed \$20,453.00; and

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

ADOPTED: November 9, 2021
ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$20,453.00 ACCOUNT NO. C-04-55-812-002 C-04-55-820-002 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 9th day of November, 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. 11-21-282

RESOLUTION AUTHORIZING SUBMISSION OF RECYCLING ENHANCEMENT
GRANT TO COUNTY OF MIDDLESEX FOR PURCHASE OF REUSABLE BAGS

RESOLUTION: Public Works and Public Utilities Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that Michael Wieczorkiewicz, Superintendent of the Department of Public Works, is hereby authorized and directed to submit the 2021 Recycling Enhancement Grant application to the Middlesex County Division of Solid Waste Management in the amount of \$5,000;

BE IT FURTHER RESOLVED that upon award and acceptance of said grant by the Borough of Highland Park and the County of Middlesex, the Borough Administrator and the Borough Clerk shall be and are hereby authorized to execute an agreement on behalf of the Borough of Highland Park;

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Borough Administrator, the Director of the Department of Public Works and the Finance Director forthwith.

ADOPTED: November 9, 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 9th day of November, 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. 11-21-283

Authorizing the Borough Special Tax Attorney to enter into a
Stipulation of Settlement Relative to the Tax Appeals captioned
White Mountains Cretan Fraternity vs. Borough of Highland Park,
Tax Court of New Jersey,

Docket Nos. 012338-2017, 010268-2018, 009503-2019, 010951-2020 and
009836-2021

RESOLUTION: Finance Committee

WHEREAS, White Mountains Cretan Fraternity ("Taxpayer"), the owner of 1152-1154 Raritan Avenue, Block 100, Lot 6 on the Borough of Highland Park Tax Assessment Maps (the "Property"), filed appeals of its 2017 through 2021 tax assessments in the Tax Court of New Jersey, Docket Nos. 012338-2017, 010268-2018, 009503-2019, 010951-2020 and 009836-2021; and

WHEREAS, the Property was assessed in each of the years at a total tax assessment of \$150,700 which, based upon the common level ratio for each year, equalized to a value of \$340,257 in 2017 (44.29% ratio), \$361,391 in 2018 (41.70% ratio), \$369,544 in 2019 (40.78% ratio), \$364,450 in 2020 (41.35% ratio) and \$363,922 in 2021 (41.41% ratio); and

WHEREAS, the Mayor and Council of the Borough of Highland Park met and discussed the aforesaid tax appeals and the recommendations of its Borough Tax Assessor and Special Tax Attorney; and

WHEREAS, an acceptable settlement of the aforesaid tax appeals has been negotiated which withdraws the 2017 tax appeal; which reduces the 2018 through 2021 tax assessments to a total tax assessment of \$125,700 for each of said years; and which adjusts the tax assessments for Tax Years 2022 and 2023 to a total tax assessment of \$150,700 for each of said years, barring a district-wide reassessment or revaluation, as more specifically set forth in the Stipulation of Settlement annexed to this Resolution, which has been reviewed by the Mayor and Council; and

WHEREAS, Taxpayer has agreed to waive statutory interest provided that any refunds are paid within 60 days of entry of the Tax Court Judgments in the form of credits against future taxes due and owing the Borough. All such credits shall be applied to the quarterly payment next due following entry of the Tax Court Judgments; and

WHEREAS, Taxpayer has agreed to waive any and all claims for property tax exemption in the Tax Years that are the subject of the within settlement as well as Tax Years 2022 and 2023; and

WHEREAS, the Borough has agreed to withdraw any and all Counterclaims; and

WHEREAS, the aforesaid settlement has no general application to other properties within the Borough as a result of the aforesaid specific fact situation; and

WHEREAS, the Tax Collector is hereby authorized to apply the tax refund due as a result of the within settlement in the form of credits to the quarterly payment next due within sixty (60) days of entry of the Tax Court Judgments; and

WHEREAS, the Mayor and Council make this settlement with Taxpayer without prejudice to its dealings with any other Borough taxpayer's request for tax assessment reduction.

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

1. The Special Tax Attorney is hereby authorized to execute the Stipulation of Settlement, a copy of which is annexed hereto, relative to the tax appeals captioned White Mountains Cretan Fraternity vs. Borough of Highland Park, Tax Court of New Jersey, Docket Nos. 012338-2017, 010268-2018, 009503-2019, 010951-2020 and 009836-2021, which withdraws the 2017 tax appeal; which reduces the total tax assessments to \$125,700 for Tax Years 2018 through 2021 at the allocations between the land and improvements set forth in the Stipulation of Settlement; which adjusts the total tax assessments to \$150,700 for Tax Years 2022 and 2023, barring a district-wide reassessment or revaluation; which waives the payment of statutory interest provided that any refunds are paid within 60 days of the entry of the Tax Court Judgments in the form of credits against future taxes due and owing the Borough; which provides that all such credits shall be applied to the quarterly payment next due following entry of the Tax Court Judgments; which provides that Taxpayer has agreed to waive any and all claims for property tax exemption in the Tax Years that are the subject of the within settlement as well as Tax Years 2022 and 2023; and which provides that the Borough has agreed to withdraw any and all Counterclaims.

2. The settlement outlined above shall be without prejudice to the Borough's dealings with any Borough's taxpayers' request for tax assessment reductions.

ADOPTED: November 9, 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 9th day of November, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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

Explanatory Statement:

This Resolution authorizes the Borough's Special Tax Attorney to enter into a Stipulation of Settlement relative to the tax appeals pending in the Tax Court of New Jersey, White Mountains Cretan Fraternity vs. Borough of Highland Park, Docket Nos. 012338-2017, 010268-2018, 009503-2019, 010951-2020 and 009836-2021.

Sandra Belli, Esq.

WILLIAM SITAR, ESQ. - Attorney ID: 031581992
SITAR LAW OFFICES, LLC
1481 OAK TREE ROAD
ISELIN, NEW JERSEY 08830
(732) 623-2100
Attorneys for Plaintiff

<p>White Mountain Cretan Fraternity</p>	:	<p>TAX COURT OF NEW JERSEY</p> <p>Docket Nos. 012338-2017, 010268-2018, 009503-2019, 010951-2020, 009836-2021</p>
Plaintiff(s),	:	
	:	
v.	:	<p>STIPULATION OF SETTLEMENT (Without Affidavit)</p> <p>Assigned Judge: Hon. Mala Sundar, P.J.T.C.</p>
	:	
Borough of Highland Park	:	
Defendant	:	

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: 100 Lot: 6
 Year: **2017**
 Street Address 1152-1154 Raritan Ave

	Original Assessment	County Board Judgment	Requested Tax Court Judgment
Land	\$ 92,200	\$ 92,200	\$ WITHDRAWN
Improvements	\$ 58,500	\$ 58,500	\$ WITHDRAWN
TOTAL	\$ 150,700	\$ 150,700	\$ WITHDRAWN

Block: 100 Lot: 6
 Year: **2018**
 Street Address 1152-1154 Raritan Ave

	Original Assessment	County Board Judgment	Requested Tax Court Judgment
Land	\$ 92,200	\$ 92,200	\$ 92,200
Improvements	\$ 58,500	\$ 58,500	\$ 33,500
TOTAL	\$ 150,700	\$ 150,700	\$ 125,700

Block: 100 Lot: 6
 Year: **2019**
 Street Address 1152-1154 Raritan Ave

	Original Assessment	County Board Judgment	Requested Tax Court Judgment
Land	\$ 92,200	\$ 92,200	\$ 92,200
Improvements	\$ 58,500	\$ 58,500	\$ 33,500
TOTAL	\$ 150,700	\$ 150,700	\$ 125,700

Block: 100 Lot: 6
 Year: **2020**
 Street Address 1152-1154 Raritan Ave

	Original Assessment	County Board Judgment	Requested Tax Court Judgment
Land	\$ 92,200	\$ 92,200	\$ 92,200
Improvements	\$ 58,500	\$ 58,500	\$ 33,500
TOTAL	\$ 150,700	\$ 150,700	\$ 125,700

Block: 100 Lot: 6
 Year: **2021**
 Street Address 1152-1154 Raritan Ave

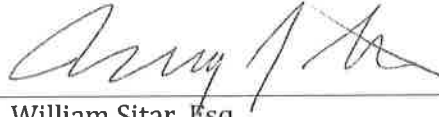
	Original Assessment	County Board Judgment	Requested Tax Court Judgment
Land	\$ 92,200	\$ NA	\$ 92,200
Improvements	\$ 58,500	\$ NA	\$ 33,500
TOTAL	\$ 150,700	\$ NA	\$ 125,700

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.
4. The parties agree that the property’s 2022 and 2023 total assessment for Block 100, Lot 6 shall be and remain at \$150,700 barring a district wide reassessment or reevaluation. This agreement shall be binding upon any assignees, tenants and successors in interest with regard to the subject property. The parties understand that the provisions set forth in this paragraph 4 regarding the 2022 and 2023 assessment shall not be reflected in the Tax Court Judgment.
5. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment.
6. All refunds as a result of the settlement set forth herein shall be reimbursed by the municipality to the taxpayers in the form of credits against future taxes due and owing to the municipality. All such credits shall be applied to the quarterly payment(s) next due upon presentation of a valid final judgment issued by the Tax Court of New Jersey for each of the above referenced cases to the Tax Collector of the Borough of Highland Park.

- 7. All Counterclaims are hereby withdrawn.
- 8. Taxpayer agrees to waive any and all claims for property tax exemption in the tax years covered under this Stipulation of Settlement including Tax Years 2022 and 2023.

10/27/2021

Date



William Sitar, Esq.
Attorney for Plaintiff

Date

Sandra Belli, Esq.
Attorney for Defendant

BOROUGH OF HIGHLAND PARK
NO. 11-21-284

RESOLUTION AUTHORIZING THE AWARD OF APPRAISAL SERVICES CONTRACT
TO INTEGRA REALTY RESOURCES – NORTHERN JERSEY

RESOLUTION: Economic Development and Planning Committee

WHEREAS, the Borough of Highland Park (the "Borough") has determined it is necessary to obtain appraisal services to appraise the properties located at Block 1704, Lots 44 and 45 in the Borough (the "Properties"); and

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, by Resolution 4-20-147 adopted by the Borough on April 21, 2020, the Borough, as "redevelopment entity," determined the Properties to be an area in need of redevelopment with the power of eminent domain; and

WHEREAS, Integra Realty Resources – Northern Jersey ("Integra") submitted a detailed proposal to the Borough dated October 14, 2021 for appraisal services for the Properties (the "Proposal"); and

WHEREAS, Integra possesses the skills and expertise necessary to perform and complete the appraisal services set forth in the Proposal (the "Services"); and

WHEREAS, the Borough has reviewed the Proposal and desires to enter into a contract with Integra (the "2021 Contract") to perform the Services as outlined in the Proposal, for a total amount not to exceed Six Thousand Dollars (\$6,000.00), to be paid in accordance with the rates set forth in the Proposal, and for a maximum term of one (1) year; and

WHEREAS, the total amount of the 2021 Contract was determined to be under the bid threshold established pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, the Borough hereby certifies that there are funds available for the costs of the Services set forth in the Proposal.

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

- 1) The recitals hereto are incorporated herein as if set forth at length.
- 2) The Borough Council hereby authorizes the 2021 Contract with Integra to perform the Services listed in the Proposal, for an amount not to exceed Six Thousand Dollars (\$6,000.00), payable in accordance with the rates set forth in the Proposal, and for a maximum term of one (1) year.
- 3) The Mayor and the Borough Clerk are hereby authorized to execute and deliver the 2021 Contract authorized herein, and any and all other documents necessary to effectuate this Resolution, in consultation with counsel.
- 4) This Resolution shall take effect in accordance with law.

ADOPTED: November 9, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$6,000.00 ACCOUNT NO. C-04-55-814-001 P.O. NO. _____ BY: _____ FINANCE DIRECTOR
--

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 9th day of November, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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



October 14, 2021

Shoshana Schiff, Partner
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Suite 201
Roseland, NJ 07068

SUBJECT: Proposal/Authorization for Valuation and Consulting Services
Denison Street, Highland Park, NJ (BL/LT: 1704/44,45)

Dear Ms. Schiff:

Upon your acceptance of this letter agreement, Integra Realty Resources (IRR)-Northern New Jersey, will prepare an estimate the subject property's fee simple market value of the subject property for acquisition purposes.

The Client and Intended User of the assignment is the Borough of Highland Park. Other intended users include the property owner and their representatives. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We represent that we have not performed any real estate appraisal or consulting services within the past three years.

The appraisal will be communicated in an Appraisal Report-Standard Format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions, which are available upon request.

All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions, which are available upon request.

Fees & Delivery Time

Our fee for this assignment will be \$4,500. Subsequent to the submission of the report, fees for any meetings, report review and changes, trial or deposition preparation and attendance will be billed on an hourly rate. Our current hourly rates are:

Managing Directors:	\$450
Directors:	\$250
Analysts:	\$150
Support Staff:	\$ 75

The fees will be due and payable within 30 days of the delivery of the reports. It is understood that simple interest of 10% per annum will accrue on any unpaid balance, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, you agree to pay us for all our expenses and our time to date based upon the percentage of work completed.

Required Information

In order to complete the assignment, please provide as much of the following information as applicable:

- The current lease and all amendments;
- Property survey;
- Municipal data including assessors' records, property tax appeal information, zoning and any concept or applications for development;
- Contact name who can provide access to the property for inspection purposes.

Confidentiality & Cancellation

IRR-Northern New Jersey shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to IRR-Northern New Jersey. Client shall pay IRR – Northern New Jersey for work completed on the assignment prior to IRR's receipt of written cancellation notice, unless otherwise agreed to by the parties.

IRR-Northern New Jersey cannot agree to provide a value opinion that is contingent on a predetermined amount. IRR-Northern New Jersey cannot guarantee the outcome of the assignment in advance. IRR-Northern New Jersey cannot ensure that the opinion of value

Shoshana Schiff, Partner
McManimon, Scotland & Baumann, LLC
October 14, 2021
Page 3

developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. IRR's opinion of value will be developed competently and with independence, impartiality and objectivity.

If you agree with the terms set forth in this letter and wish us to proceed with the engagement, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,



INTEGRA REALTY RESOURCES – NORTHERN NEW JERSEY

Name: Arthur A. Linfante, MAI, CRE

Title: Managing Director

DATE ACCEPTED: _____

BY: _____

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT)

BOROUGH OF HIGHLAND PARK
NO. 11-21-285

RESOLUTION TO AUTHORIZE EMERGENCY REPAIRS TO THE ROOF AT THE PUBLIC LIBRARY

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, on September 14, 2021 the roof at the public library failed and there were significant leaks causing damage to the interior of the library; and

WHEREAS, the roof was patched immediately following the leak and remediation work was completed; however, the restoration work at the library cannot proceed and the building cannot fully reopen without additional repairs to the roof system; and

WHEREAS, the Borough has consulted with a licensed professional architect who has recommended the installation of additional roof drains and reinforcements of weak areas of the shingle roof; and

WHEREAS, N.J.S.A. 40A:11-6 provides that public bidding and quotes is not necessary in an emergency situation; and

WHEREAS, funds for this purpose are available in Account No. 0-01-29-390-246 in an amount not to exceed \$40,000.00, 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 Northeast Roof Maintenance, Inc., 649 Catherine Street, Perth Amboy, NJ 08861, at a total price not to exceed \$40,000.00; 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: November 9, 2021

ATTEST:

Joan Hullings, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO:
AVAILABILITY OF FUNDS \$85,000.00
ACCOUNT NO. 0-01-29-390-246
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 9th day of November, 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. 11-21-286

RESOLUTION TO APPROVE PAY ESTIMATE #1 ORDER NO. 3 – 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. 3, 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 \$240,611.49 in accordance with said Pay Estimate for work performed from September 28, 2021 to October 7, 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 \$240,611.49, 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 \$240,611.49, 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: November 9, 2021

ATTEST:

Joan Hullings, Borough Clerk

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$240,611.49 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 9th day of November, 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. 11-21-287

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 11/9/2021 can be found in the Bills List Journal Book No. 41.

ADOPTED: November 9, 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 9th day of November, 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
11-21-288

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that transfers of 2021 budget appropriation balances shall be made as follows:

CURRENT FUND		
Description	From	To
Motorpool S&W	23,200.00	
Clerk OE		18,000.00
Tax Collector OE		5,000.00
Tax Assessor S&W		100.00
Board of Adjustment S&W		100.00
Total	\$23,200.00	\$23,200.00

WATER/SEWER UTILITY		
Description	From	To
Water Sewer OE	10,000.00	
Water Sewer S&W		10,000.00
Total	\$10,000.00	\$10,000.00

ADOPTED: November 9, 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 9th day of November, 2021.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

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