

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
DECEMBER 21, 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: 979 4489 9055

By Computer, Smart Phone or Tablet:

Web Link: <https://zoom.us/j/97944899055>

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.
 - 5.a Proclamations (1) Planning Board Member Kim Hammond.
(2) Planning Board Member Alan Kluger.
(3) Planning Board Member Steve Nolan.

6. Approval of Minutes.

6.a **MOTION** to approve minutes of the Regular/Work Session Meeting held December 7, 2021, as distributed.

ROLL CALL VOTE

7. Council Reports.

8. Borough Administrator's Report.

9. Borough Attorney's Report.

10. Mayor's Report.

11. Public Participation.

(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).

12. Ordinances Requiring a Second Reading.

12.a Clerk reports advertising Ordinance Amending the Highland Park Borough Code regarding Fair Share Affordable Housing to address the requirements of the New Jersey Superior Court, for consideration of passage on final reading by title.

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

b. Public Hearing.

c. 12-21-305 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

12.b Clerk reports introduction of Ordinance Amending Highland Park Borough Code Pursuant to N.J.S.A. 40:55D-53 Regarding Land Development Performance, Maintenance and Related Guarantees, for consideration of passage on first reading by title.

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

b. Public Hearing.

c. 12-21-306 Resolution to adopt/reject and advertise ordinance on final reading by title.

MOTION adopt/reject

ROLL CALL VOTE

13. Ordinances Requiring a First Reading.

14. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

14.a *12-21-307 Resolution Authorizing the Adoption of the Middlesex County Multi-

Jurisdictional All-Hazards
Mitigation Plan.

- 14.b *12-21-308 Resolution to Amend Annual Salary Resolution.
- 14.c *12-21-309 Resolution Authorizing MOA with Unions for Premium Pay.
- 14.d *12-21-310 Resolution Authorizing Premium Pay for Borough Employees.
- 14.e *12-21-311 Resolution to Release Performance Bond - American Properties.
- 14.f *12-21-312 Resolution to Release Performance Bond - Millwood Builders.

14.g *12-21- 313 Resolution to Amend Resolution 21-250 Excel Environmental
Resources Inc. for Environmental Consulting Services at 1 River Road.

14.h *12-21- 314 Resolution to Approve Participation in Garden State Municipal
Joint Insurance Fund (JIF).

14.i *12-21-315 Resolution to Approve Bills List.

15. Resolutions requiring a Separate Reading.

15.a 12-21-316 Resolution to Approve Budget Transfers.
MOTION adopt/reject

ROLL CALL VOTE

15.b 12-21-317 Resolution to Support Same-Day Voter Registration Legislation.
MOTION adopt/reject

ROLL CALL VOTE

16. Appointments.

Board of Health

Beth Stevens, Alt. No. 2

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. Parking regulation amendment - Lincoln Avenue, Wayside Drive (TJ/PG).
- b. Snow Removal Plan (PG).

20. Executive Session (if necessary).

21. MOTION to adjourn.

22. **Next Scheduled Meeting: January 4, 2022**

BOROUGH OF HIGHLAND PARK
No. 12-21-305

RESOLUTION: Council as a Whole

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 AND STATE OF NEW JERSEY AMENDING CERTAIN SECTIONS OF CHAPTER 86, ENTITLED, "FAIR SHARE AFFORDABLE HOUSING" OF THE CODE OF THE BOROUGH OF HIGHLAND PARK TO ADDRESS THE REQUIREMENTS OF THE NEW JERSEY SUPERIOR COURT.", 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: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK
ORDINANCE NO. 21-2039**

AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX AND STATE OF NEW JERSEY AMENDING CERTAIN SECTIONS OF CHAPTER 86, ENTITLED, "FAIR SHARE AFFORDABLE HOUSING" OF THE CODE OF THE BOROUGH OF HIGHLAND PARK TO ADDRESS THE REQUIREMENTS OF THE NEW JERSEY SUPERIOR COURT.

WHEREAS, on October 23, 2018, the Borough of Highland Park, Middlesex County, adopted Ordinance no. 18-1972, "Fair Share Affordable Housing" in order to comply with the requirements of the Mount Laurel doctrine and its approved Settlement Agreement with Fair Share Housing Center; and

WHEREAS, Ordinance no. 18-1972 is codified as Chapter 86 of the Borough Code; and

WHEREAS, the Borough desires to amend certain sections of Chapter 86 to enable it to recapture proceeds from non-restricted sales of affordable for-sale units in the Borough, and to re-establish its affordable housing trust fund.

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Highland Park, County of Middlesex and State of New Jersey, that certain sections of Chapter 86 of the "Code of the Borough of Highland Park" ("Code") are hereby amended as follows¹:

Section I. Section 86-14, "Price restrictions for restricted ownership units, homeowner association fees and resale prices", is hereby amended to read as follows:

§86-14. Price restrictions for restricted ownership units, homeowner association fees and resale prices.

A. Price restrictions for restricted ownership units shall be in accordance with *N.J.A.C. 5:80-26.1*, as may be amended ~~and supplemented~~ or superseded, including:

- (1) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- (2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- (4) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.
- (5) Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially

¹ - In this ordinance, strikethroughs [~~thus~~] are deletions in Chapter 86 and underlined portions [thus] are additions.

restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

- B. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obliging the purchaser, as well as the purchaser's heirs, successors, and assigns, to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in Section 86-13, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien placed upon the unit by a duly recorded mortgage.

Section II. Section 86-32, "Affordable housing trust fund," is hereby amended to read as follows:

§86-32. Affordable housing trust fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer for the purpose of depositing development fees collected from nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the affordable housing trust fund and shall at all times be identifiable by source and amount:
 - (1) Payments in lieu of on-site construction of affordable units;
 - (2) Developer-contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with Highland Park's affordable housing program.
- C. ~~Within seven days from the opening of the trust fund account, Highland Park will provide the Court~~ The Borough of Highland Park has previously provided COAH with written

authorization, in the form of a three-party escrow agreement between the municipality, a bank of the municipality's choosing [name of bank that originally held the trust fund], and a Court approved entity COAH, to permit that Court approved entity COAH to direct the disbursement of the funds as provided for in *N.J.A.C. 5:93-8*. The Superior Court shall now have such jurisdiction to direct the disbursement of the Borough's trust funds per *N.J.A.C. 5:93-8*.

- D. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

Section III. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section IV. Severability. If any section, subsection, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

Section VI. Effective Date. This ordinance shall take effect upon its passage and publication, as required by law.

Introduced on first reading
by title: December 7, 2021

ADOPTED: December 21, 2021

ATTEST:

APPROVED:

Jennifer Santiago
Deputy Clerk

Gayle Brill Mittler
Mayor

BOROUGH OF HIGHLAND PARK
No. 12-21-306

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, " ORDINANCE AMENDING THE HIGHLAND PARK BOROUGH CODE PURSUANT TO N.J.S.A. 40:55D-53 REGARDING LAND DEVELOPMENT PERFORMANCE, MAINTENANCE AND RELATED GUARANTEES.", 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: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK
ORDINANCE NO 21-2040**

**ORDINANCE AMENDING THE HIGHLAND PARK BOROUGH CODE PURSUANT TO
N.J.S.A. 40:55D-53 REGARDING LAND DEVELOPMENT PERFORMANCE, MAINTENANCE
AND RELATED GUARANTEES**

WHEREAS, the New Jersey Legislature has amended N.J.S.A. 40:55D-53 so as to modify performance guarantees, maintenance guarantees, and municipal inspection protocols under the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), and to introduce the availability of guarantees for safety and stabilization and temporary certificates of occupancy; and

WHEREAS, the Mayor and Borough Council are authorized to enact and amend ordinances as deemed necessary for the preservation of the public health, safety, and welfare and as may be necessary to carry into effect the powers and duties conferred and imposed upon the Borough of Highland Park by law; and

WHEREAS, the Mayor and Borough Council have reviewed the existing provisions pertaining to performance guarantees, maintenance guarantees, and the reduction or release thereof in the Highland Park Borough Code, and have determined that it is in the best interest of the residents of the Borough of Highland Park to amend the Highland Park Borough Code in accordance with N.J.S.A. 40:55D-53.

NOW, THEREFORE, BE IT ORDAINED, by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that the Code of the Borough of Highland Park is hereby amended, revised, and/or supplemented as follows:

Sections 230-78 and 230-79 of the "Code of the Borough of Highland Park" concerning land development performance, maintenance and related guarantees as said sections currently appear in said Code are hereby deleted and replaced with the following NEW language and shall read as follows:

Chapter 230. Land Development

Part 2. Review Procedures and Requirements

Article XI. Guarantees and Inspections

§ 230-78. Requirements

In accordance with N.J.S.A. 40:55D-53.4, for the purpose of assuring the installation and maintenance of bondable land development improvements, as a condition of all final site plan, subdivision, and/or zoning permit approvals, the Board or Zoning Officer, as appropriate, shall require, and the Borough Council shall accept the following guarantees:

A. Performance Guarantees

The furnishing of a performance guarantee in favor of the Borough in an amount not to exceed 120% of the cost of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed for the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalks, street lighting, street trees, surveyor's monuments, as shown on the final map, water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements. The performance guarantee shall also cover the cost for privately-owned perimeter buffer landscaping in an

approved phase or section of a development, either as a separate guarantee or as a line item of the performance guarantee.

The cost of the improvements covered by the performance guarantee shall be determined by the Borough Engineer.

The Borough Engineer shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.

B. Maintenance Guarantee

In accordance with N.J.S.A. 40:55D-53.4, developer shall post with the Borough, a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: storm water management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the storm water management system, if any, which cost shall be determined by the Borough Engineer.

The maintenance guarantee shall be furnished upon the inspection and issuance of final approval of the applicable private site improvements by the Borough Engineer.

The term of the maintenance guarantee shall be for a period not to exceed two years and shall automatically expire at the end of the established term.

C. Temporary Certificate of Occupancy Guarantee

Pursuant to N.J.S.A. 40:55D-53(1)(c), a developer shall furnish a Temporary Certificate of Occupancy Guarantee ("TCOG") whenever the developer seeks a temporary certificate of occupancy for a development, unit, lot, building, or phase of development. The TCOG shall be furnished in favor of the Borough in an amount equal to 120% of the cost of installation of any improvements which (1) remain to be completed or installed under the terms of the temporary certificate of occupancy; (2) are required to be completed or installed as a condition precedent to the issuance of a permanent certification of occupancy; and (3) are not covered by an existing performance guarantee.

The scope and amount of the TCOG shall be determined by the Borough Engineer.

The TCOG shall be released upon the issuance of a permanent certificate of occupancy.

D. Safety and Stabilization Guarantee

Pursuant to N.J.S.A. 40:55D-53(1)(d), a developer shall furnish a Safety and Stabilization Guarantee ("SSG") in favor of the Borough, either as a separate guarantee or as a line item of the performance guarantee.

The amount of the SSG for a development with bonded improvements in an amount not exceeding \$100,000 shall be \$5,000. The amount of the SSG for a development with bonded improvements exceeding \$100,000 shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows:

\$5,000 for the first \$100,000 of bonded improvement costs, plus two and a half percent of bonded improvement costs in excess of \$100,000 up to \$1,000,000, plus one percent of bonded improvement costs in excess of \$1,000,000.

The Borough shall release a separate SSG to a developer upon the developer's furnishing of a performance guarantee which includes a line item for safety and stabilization in the amount required pursuant to this section.

§ 230-79 Guarantee Reduction and/or Release

A. Request for List of uncompleted or unsatisfactory improvements.

Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements and the connection of same to the public system, the obligor may request of the Borough Council in writing, by certified mail addressed in care of the Borough Clerk, that the Borough Engineer prepare, in accordance with the itemized cost estimate prepared by the Borough Engineer and appended to the performance guarantee pursuant to § 230-78A above, a list of all uncompleted or unsatisfactory completed improvements. If such a request is made, the obligor shall send a copy of the request to the Borough Engineer. The request shall indicate which improvements have been completed and which improvements remain uncompleted in the judgment of the obligor. Thereupon, the Borough Engineer shall inspect all improvements covered by the obligor's request and shall file a detailed list and report, in writing, with the Borough Council and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.

The list prepared by the Borough Engineer shall state, in detail, with respect to each improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of and remedy for the unsatisfactory state of each completed improvement determined to be unsatisfactory. The report prepared by the Borough Engineer shall identify each improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory improvement, in accordance with the itemized cost estimate prepared by the Borough Engineer and appended to the performance guarantee pursuant to § 230-78A above.

B. Approval or rejection of improvements; application of partial reduction.

The Borough Council, by resolution, shall either approve the improvements determined to be complete and satisfactory by the Borough Engineer, or reject any or all of these improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the Borough Engineer and appended to the performance guarantee pursuant to § 230-78A above. This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the Borough Engineer. Upon adoption of the resolution by the Borough Council, the obligor shall be released from all liability pursuant to its performance guarantee with respect to those approved improvements except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved, provided that 30% of the amount of the performance guarantee posted may be retained to ensure completion and acceptability of all improvements.

C. Inspection Fees

(1) The obligor shall reimburse the Borough for all reasonable inspection fees paid to the Borough Engineer for the foregoing inspection of improvements; provided that the Borough may require of the developer a deposit for the inspection fees in an amount not to exceed, except for extraordinary circumstances, the greater of \$270 or 5% of the cost of improvements, which cost shall be determined pursuant to N.J.S.A. 40:55D-53.4.

(2) If the Borough determines that the amount in escrow for the payment of inspection fees is insufficient to cover the cost of additional required inspections, the Borough may require the developer to deposit additional funds in escrow.

(3) If additional funds are required, the Borough shall submit to the developer a written inspection escrow deposit request, signed by the Borough Engineer, which:

- (a) informs the developer of the need for additional inspections;
- (b) details the items or undertakings that require inspection;
- (c) estimates the time required for those inspections; and
- (d) estimates the cost of performing those inspections.

D. If the required improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the Borough for the reasonable cost of the improvements not completed or corrected and the Borough may, either prior to or after the receipt of the proceeds thereof, complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

E. The time allowed for installation of the improvements for which the performance guarantee has been provided may be extended by the Borough Council by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the Borough Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.4 as of the time of the passage of the resolution.

This Ordinance shall be in full force and effect from and after its adoption and any publication as required by law.

Introduced on first reading
by title: December 7, 2021

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago
Deputy Clerk

Gayle Brill Mittler
Mayor

BOROUGH OF HIGHLAND PARK
NO. 12-21-307

RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF HIGHLAND PARK
AUTHORIZING THE ADOPTION OF THE MIDDLESEX COUNTY MULTI-JURISDICTIONAL
ALL-HAZARDS MITIGATION PLAN

RESOLUTION: Public Safety Committee

WHEREAS Middlesex County, NJ has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS a Multi-jurisdictional All-Hazards Mitigation Plan has been developed by the County's Hazard Mitigation Steering Committee; and

WHEREAS the Hazard Mitigation Plan assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy including a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and creates a plan for implementing, evaluating and revising this strategy.

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

1. The Borough of Highland Park adopts in its entirety, the Middlesex County Multi-Jurisdictional All-Hazards Mitigation Plan (the "HMP") as the jurisdiction's official Hazard Mitigation Plan; minor revisions to the HMP recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.
2. The Borough of Highland Park resolves to execute the actions identified in the HMP that pertain to this jurisdiction, and municipal departments identified in the HMP are directed to pursue implementation of the recommended high-priority activities that are assigned to them.
3. The Borough of Highland Park will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
4. The Borough of Highland Park will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
5. The Borough of Highland Park will continue its support of the Local Mitigation Planning Committee as described within the Plan.
6. The Borough of Highland Park will help to promote and support the mitigation successes of all participants in this Plan.
7. The Borough of Highland Park will incorporate mitigation planning as an integral component of government and partner operations.

- 8. The Borough of Highland Park will provide an update of the Plan in conjunction with the County no less than every five years.

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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



Appendix A-7: Borough of Highland Park

The Borough of Highland Park participated in the 2020/2021 Middlesex County Hazard Mitigation Plan (HMP) update. This appendix includes the locally-specific information about the Borough. The following sections detail the planning process and participants; the current population, building stock, and land development trends; hazards that specific to the Borough and corresponding risk assessments; the Borough's mitigation strategy, and a local capability assessment. Information and data that is uniform throughout the planning area is included in Sections 1-7 of this plan update.

1. PLAN DEVELOPMENT

On July 2, 2020, the Borough of Highland Park returned a Letter of Intent to Participate in the Hazard Mitigation Plan, designating various municipal employees to sit on a Local Planning Committee, as listed below. The Local Planning Committee completed municipal worksheets (included in Appendices C & E) and worked to gather the necessary information to support the plan update. Members of the LPC and other municipal representatives met with the Planning Consultant on November 5, 2020. The LPC reviewed all drafts of this appendix prior to adoption.

See section 2.2 in the main body of the Hazard Mitigation Plan for a description of the stakeholder engagement process and the list of members on the stakeholder engagement committee. The members included representatives from social service, health, educational, environmental and utility organizations that serve Middlesex County residents, with service areas that range from local to county-wide. Stakeholder input received from the committee is summarized in section 4.2.3.

Due to the limitations on participation posed by the pandemic and the strains on time and resources for many local governments and other community organizations during the year 2020, participation of stakeholders at the municipal level was limited. In accordance with FEMA guiding principles for inclusive participation at various levels, the planning team will place a high priority on expanded efforts towards stakeholder participation on local planning committees in future plan updates.

Table 1. Borough of Highland Park Local Planning Committee Members (2021)

Name	Title	Organization
Teri Jover	Borough Administrator	Borough of Highland Park
Scott Brescher	Construction Code Official	Borough of Highland Park
Bruce Koch	Borough Engineer (consultant)	CME Associates
Kathleen Smith	Health Department	Middlesex County
Gayle Brill Mittler	Mayor	Borough of Highland Park
Jim Polos	OEM Coordinator	MPM, MCIAuth
Chris Cosenza	Planner (consultant)	LRK
Mike Wiczorkiewicz	Public Works Superintendent	Borough of Highland Park
Allan Williams	Environmental Commission	Borough of Highland Park



2. COMMUNITY PROFILE

Physical Location

The Borough of Highland Park has a total area of 1.82 square miles and is located in the west-central region of Middlesex County, New Jersey. Highland Park is located on the north bank of the Raritan River, and is bordered by Edison and Piscataway to the north, east and west, and New Brunswick to the south across the Raritan River. Primary transportation routes include Route 18, Route 27, County Routes 514, 622, 676, and 692. New Jersey Transit provides bus service. There are no commuter rails in Highland Park.

Hydrography and Hydrology

Highland Park is part of the Lower Raritan Watershed, within the Raritan Basin. The Raritan River flows along the Borough's southern border. The river is tidal through this stretch, as the head of tide is located in the adjacent Township, Piscataway, north of the Borough. There are a few tributaries to the Raritan that flow through the Borough, including the Mill Brook.

History and Governance

The Borough of Highland Park was formally incorporated on March 15, 1905, from Raritan Township (now called Edison). Highland Park is governed under the Borough form of government and has an elected Mayor and six Council members. The Mayor is elected directly to a four-year term of office. Town Council members are elected to serve three-year terms on a staggered basis, with two seats coming up for election every year. The Borough Council holds monthly meetings open to the public where it discusses legislation under consideration.

3. CLIMATE PROFILE

Table 2. Climate Change Interactions and Impacts Summary

Primary Climate Change Interaction	Natural Hazard	Other Interactions	Potential Climate Change Impacts
Changes in Precipitation	Drought		Less rainfall can prompt droughts; both possess negative impacts on agricultural output.
	Flooding	Dam/Levee Failure	Increased rainfall will cause more floods that can overtop dams and break levees.
	Geologic	Power Failure	Increased rainfall can lead to soil saturation, which catalyzes landslides. Landslides can damage existing power and fuel infrastructure.
Sea Level Rise	Flooding		Exacerbated by sea level rise, events like coastal floods, hurricanes, and nor'easters can all overburden and damage existing engineering and utility infrastructure.
	Hurricanes, Nor'easter	Power Failure	
Extreme Temperature	Drought, Wildfire		Increased heat can kill trees and accumulate masses of flammable dry wood or brush. This can cause wildfires or brushfires to burn longer and with more intensity.
		Power Failure	Electricity use for air conditioning may strain power grids leading to outages.
Non-Climate Influenced Hazards	Earthquake	Power Failure	There are no established connections between climate change and the likelihood of this hazard.



4. DEMOGRAPHICS

Population Trends

According to the American Community Survey, the population in 2019 was 13,982.¹ This is a 0.1% decrease from 2000. The Borough of Highland Park has a population density of 7,688 persons per square mile. It is the 3rd densest municipality within the County. A summary of major population and household characteristics may be found in the following tables.

Table 3. Population Summary Estimates (2019 American Community Survey)

Population	Quantity	Percent of Municipal Population
Total Population	13,992	100
Median Age	35.2	N/A
17 years and under	3,080	22
65 years and over	1,662	11.9
Race		
White	9,437	67.4
Black/African-American	1,412	10.1
Native American/Alaskan Native	34	0.2
Asian	1,937	13.8
Native Hawaiian/Pacific Islander	0	0
Other Race (unspecified)	629	4.5
Two or More Races	543	3.9
Hispanic or Latino	2,283	16.3

Population statistics may further reveal potential vulnerabilities in the community. The following table details the distribution of two groups included in vulnerable population analyses (children and the elderly) according to household description. Residents living alone, particularly the elderly, may have fewer coping mechanisms and resource than those in household groups, therefore may constitute a demographic that could require assistance in mitigating their vulnerability.

Table 4. Household Characteristics Summary Estimates (2019 American Community Survey)

Households	Quantity	Percent of Total
Total Households	5,608	100
Family Households (related)	3,438	61.3
Family Households w children under 18	1,853	33
Non-Family Households (unrelated)	2,170	38.7
Non-Family Households, living alone	1,605	28.6
Non-Family Households, living alone over 65	425	7.6



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The majority of housing units in Highland Park are renter-occupied with nearly 58% of units in the rental sector. The housing stock is predominantly over 40 years old with nearly 80% built before 1979.

Table 5. Housing Characteristics Summary Estimate (2019 American Community Survey)

Housing Characteristics	Estimate
Total Occupied Housing Units	5,608
Percent Owner-occupied	42.4
Percent Renter-occupied	57.6
Percent built after 2010	1.7
Percent built before 1979	79.8

Vulnerable Populations

Vulnerable populations include those groups that may require special assistance, considerations, accommodation or other needs during emergency events to facilitate their effective and safe compliance with emergency instructions. This includes, but is not limited to, those individuals needing mobility assistance (strollers, wheelchairs, etc.), those with financial needs (cannot afford hotel rooms, food, necessities, during evacuation periods, etc.), those requiring translation or interpretation services to understand emergency information (non-English-speaking populations, deaf and hard of hearing), persons considered legal minors, persons with cognitive impairments, persons with specialized medical needs (electric dependent equipment, refrigerated medications, use of personal assistants for routine and basic care, medical transportation needs, etc.), and populations with social disadvantages or other needs that may require unique considerations during emergency events. Identifiable vulnerable populations in Highland Park include (but may not be limited to) the following:

Table 6. Highland Park Social Vulnerability Profile

High Overall Social Vulnerability Tracts	0	
Municipal Socioeconomic Status		
High Vulnerability Tracts		0
Population Variable	Population Within Variable	% of Total Population
Below Poverty	1,463	10.46%
Unemployed	468	3.34%
No High School Diploma	346	2.47%
Municipal Household Composition & Disability		
High Vulnerability Tracts		0
Population Variable	Population Within Variable	% of Total Population
Aged 65 or Over	1,662	11.88%
Aged 17 Or Younger	3,080	22.01%
Civilian with a Disability	1,275	9.11%



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Household Variables	Households Within Variable	% of Total Households
Single-Parent Households	474	7.81%
Average Household Income: \$45,349		

<i>Municipal Minority Status & Language</i>		<i>High Vulnerability Tracts</i>	<i>0</i>
Population Variable	Population Within Variable	% of Total Population	
Minority	5,937	42.43%	
Black or African American	1,336	9.55%	
AIAN	0	0.00%	
Asian	1,937	13.84%	
NHPI	0	0.00%	
Other	9	0.06%	
Two Or More Races	372	2.66%	
Hispanic or Latino	2,283	16.32%	
Speak English "Less than Well"	514	3.67%	

<i>Municipal Housing & Transportation</i>		<i>High Vulnerability Tracts</i>	<i>0</i>
Household Variables	Households Within Variable	% of Total Households	
Multi-Unit Structures	1,343	22.14%	
Mobile Homes	0	0.00%	
Crowding	167	2.75%	
No Vehicle	627	10.34%	
Population Variable	Population Within Variable	% of Total Population	
Group Quarters	15	0.11%	

Social vulnerability is presented in section 3.4.1 of the main County report. During our discussion, the individual municipalities referenced considerations for vulnerable populations. In Highland Park, officials identified vulnerable populations as seniors, people with language barriers, renters, and residents who do not use technology during Shabbat.

Recent and Expected Development

The majority of new construction has been on River Road and on Cleveland Avenue. The Overlook development is at the corner of River Road and Cedar Lane and the Crossings redevelopment is on Wayside Drive at River Road. On Cleveland Avenue, Heritage at Highland Park is nearing completion and a private school has recently been approved there as well. A 40-unit development on 1 acre lots is under construction at River Road and Walter Avenue. Buck Woods has been rezoned for 75 units near Donaldson and South 7th Ave. East of the Buck Woods site, and south of Donaldson Street, a large solar field has been installed by PSEG.

All new development projects are subject to floodplain regulations and stormwater management regulations.

The Borough did a Master Plan re-examination and land use update in 2019.



Table 7. Land Use Change and Projects Proposed

Project Name	Type	# of Structures	Location	Known Hazards	Description/ Status
Overlook	Multi-family residential	82 units	Cedar Ave and River Rd	Not in SFHA	Complete
Crossings	Single-family and multi-family residential	94 units	Wayside Dr and River Rd	Not in SFHA	Complete
433 Cleveland Ave	Private school	1 structure	Cleveland Ave	Not in SFHA	Planning Board Approval; awaiting construction permit application
Heritage @ Highland Park	Multi-family	110 units	Cleveland Ave	Not in SFHA	Construction nearly complete; sales ongoing
31 River Rd	Multi-family residential	1 structure; 40 units	River and Walter	Not in SFHA	Construction underway
Buck Woods between S. 5 th & S. 7 th Aves	Multi-family residential	75 units (zoned)	Donaldson and South 7 th Avenue	Not in SFHA	Zoning adopted
PSEG Solar Field at Donaldson St	Solar array	Ground mounted solar array	East of Buck Woods and south of Donaldson	Not in SFHA	Complete

Community Lifelines and Interconnections with Hazard Mitigation and Response

In the main body of the HMP, Section 4.5 summarizes the reliance and relationships between municipalities and community lifelines with regard to specific hazards. Each of the seven lifelines (safety/security, food/water/shelter, health/medical, energy, communications, transportation, hazardous material) represent a critical area for response. This is the first year that the plan is using this lifeline framework. As a result, each of the municipal entities may have some data deficiencies regarding the reporting about the presence of specific lifeline sub-components. NJOEM intends to further inventory and identify data sources that will assist communities in building out comprehensive lifeline and asset inventories.

In Highland Park, there is a concern to build up the food/water/shelter lifeline to support vulnerable populations during extreme high temperature events, particularly if combined with power outage. Officials also mentioned that during flooding, community lifelines could help to respond to the needs of multi-family units. Regarding the communication lifeline, Highland Park noted that there are technology challenges in reaching seniors and language barriers in reaching non-English speakers. All emergencies present challenges to reach renters, as well as reaching the Jewish community during Shabbat. There is a concern that if an accident occurred on the freight lines, lifelines would be necessary to deal with potential hazardous materials. Finally, Highland Park officials remarked that the pandemic affected the food/water/shelter lifeline in that it presented challenges to safely operating food pantries.

5. HAZARDS



Table 8. Hazard Assessment

Hazard	2015 Priority	2021 Priority	LPC Comments
Civil Unrest	<i>new in 2021</i>	Low	
Coastal Erosion	Low	Low	tidally influenced
Dam/Levee Failure	Low	Low	
Drought	Medium	Medium	
Earthquakes	Low	Low	
Extremely High Temperatures	High	High	Would be a concern if had power outage during high heat event
Extremely Low Temperatures	Low	Medium	increased demand - housing security issues, people from New Brunswick.
Floods (riverine, coastal, storm surge, tsunami, and stormwater flooding caused by local drainage and groundwater levels)	High*	High	Top concern: Capacity of stormwater system as Highland Park is "downstream" from other municipalities. Drainage pipes under railroad get clogged and back up. Also concerned with flooding from Raritan and ice flow backups - get flooding when Raritan floods. Mill Brook goes overbank from stormwater.
Geologic Hazards (landslides, subsidence, and sinkholes)	<i>not ranked</i>	Low	
Hazardous Materials (fixed sites, rails, and other transportation)	Medium	Medium	
Hurricanes/Tropical Storms	High*	High	
Nor'easters	High	High	
Pandemic	<i>new in 2021</i>	High	
Power Outages	High	High	Power outages are a top concern.
Severe Weather (high winds, tornadoes, and hail)	High	High	High winds are a top concern.
Wildfire	Low	Low	
Winter Storm (snow, blizzards, and ice storms)	Medium	Medium	

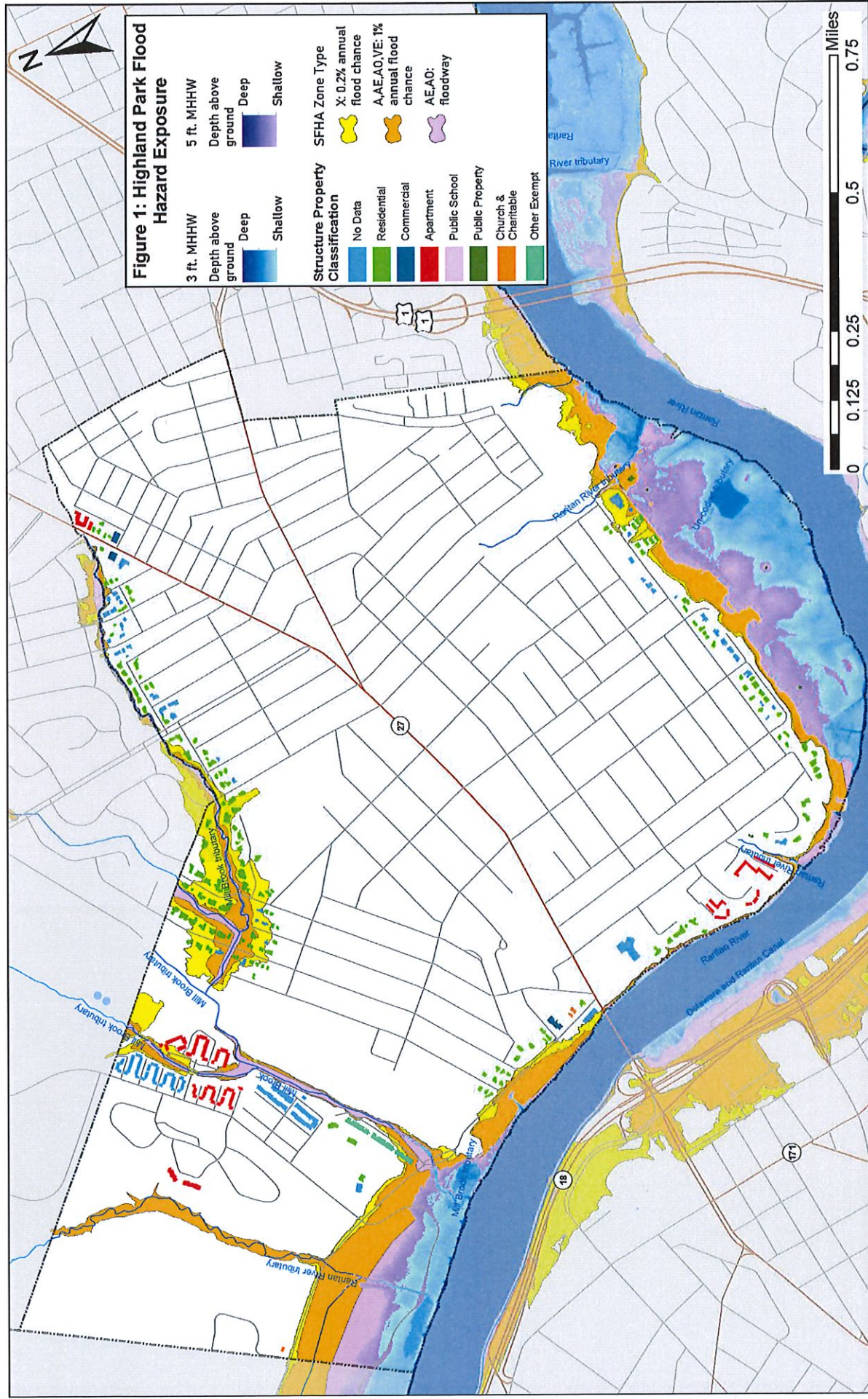
Table 8 shows the community hazard rankings from 2015 and from 2021. As part of the development of the jurisdictional appendices for the 2015 plan, municipalities ranked the list of hazards as high, medium, low, or no concern. For the 2021 update, municipalities again considered and ranked the salience of the hazards. This time, municipalities selected the top three priority hazards, shown as "High" in the 2021 column of the table. (Note that two hazards, pandemic and civil unrest, were added to the 2021 list). For those hazards not ranked as the top three, the 2021 column carries through the same ranking as the 2015 column, unless there was a specific discussion about that hazard changing in severity in the five-year span. The specific hazards in the subsections below are based on these rankings.



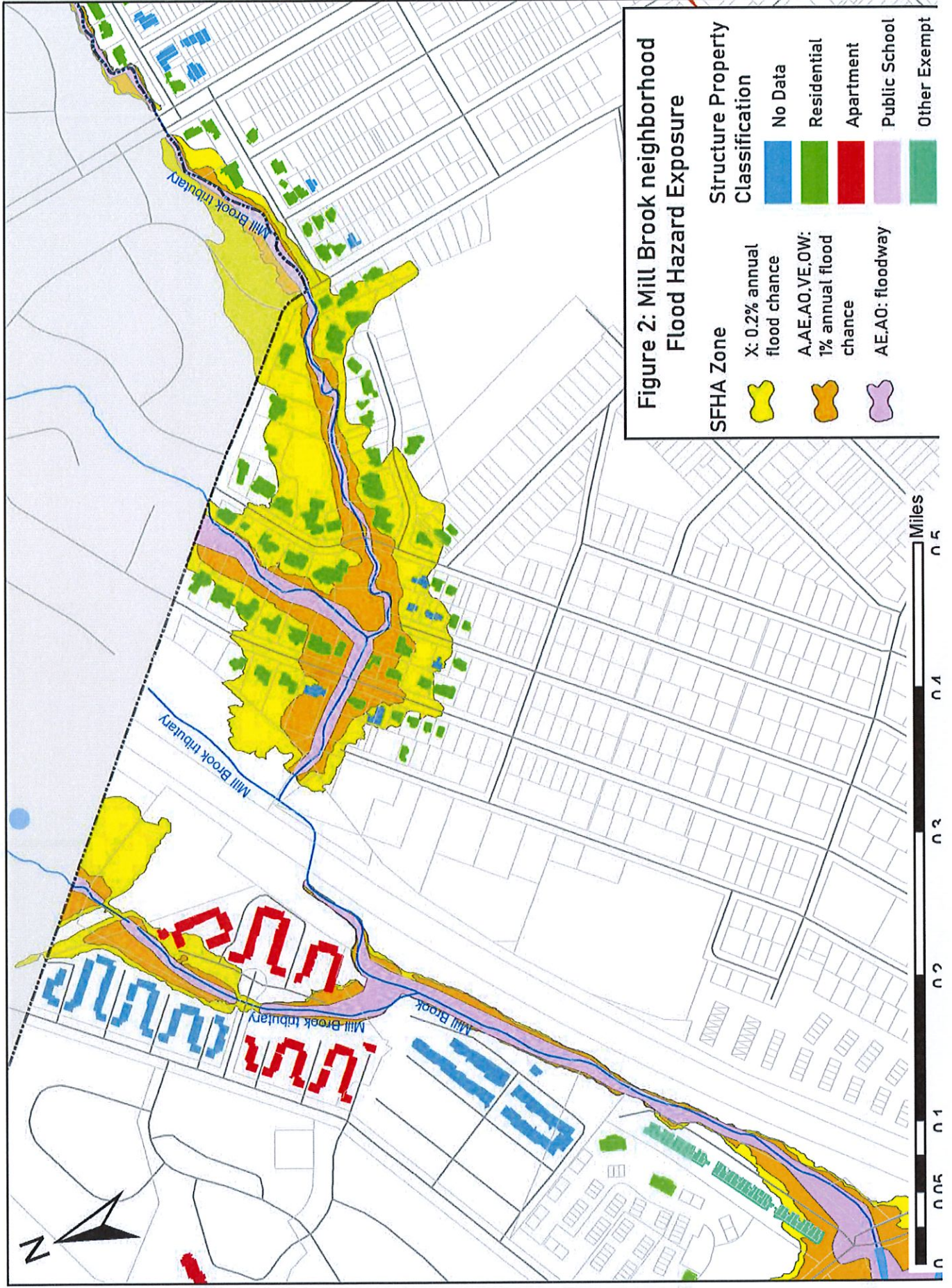
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Here we highlight any changes in the hazard profile between 2015 and 2021, with detail about those changes drawn from meetings with the local planning committee.

- Extremely Low Temperatures – Rank increased from Low to Medium. Increased demands on warming centers because there are housing security issues and people coming from New Brunswick.



Data Sources: NJ MOD-IV, FEMA, NJDEP





National Flood Insurance Program and Repetitive Loss Properties

To provide a sense of the flood risk in a community it is also beneficial to summarize the policies in force and claims statistics from the National Flood Insurance Program (NFIP). Highland Park has been a member of the NFIP since 1978. Highland Park does not currently participate in the Community Rating System (CRS) program.

FEMA NFIP statistics indicate that as of December 2020, federal flood insurance policies were in-force on 46 (66) properties in Highland Park. Between 1978 and 2020, there have been a total of 55 (45) NFIP insurance claims in the jurisdiction, with a total claims value of \$381,245 (\$382,951). As of September 2019, FEMA calculated that 14.29% of structures whose parcels were within the effective special flood hazard area held federal flood insurance.

Table 9 compares the number of policies in-force and paid claims in the jurisdiction. The table shows that Highland Park comprises 1.4% of the NFIP policies in-force in Middlesex County. The average NFIP claim in Highland Park \$6,932 (\$8,510) is significantly less than the County average of \$26,259 (\$31,549).

It should be noted that NFIP claims are not a direct or completely accurate proxy for flood risk in a community. The data does not include flood damages to structures that had no flood insurance. Also, in some cases, structures or contents may have been underinsured. The NFIP claims data also does not include any damages to public facilities, which may be insured via other means (such as self-insurance or non-FEMA policies); such damages may also be addressed through other federal programs such as FEMA's Public Assistance Program.

Table 9. NFIP Policies and Claims in Highland Park

Measure	Highland Park	Middlesex County	Local Percent
2020 Policies in Force	46	3,344	1.4
Total Claims (1978 – Current)	55	4,331	1.3
Total Paid (1978 – Current)	\$381,245	\$113,730,153	0.3

Source: FEMA HUDEX Report (https://nfipservices.floodsmart.gov/sites/default/files/NFIP_HUDEX-Policy-Loss-Data-by-Geo_20201231.xlsx)

FEMA FIRM maps and hazard areas are the current standard for floodplain management, and this standard was used to determine properties in hazard areas (Table 10). The 100- and 500-year flood zones and building footprints are shown in Map 1, with additional neighborhood-scale detail for Mill Brook, centered on the northern dead-end of Grant Ave (Map 2).

For a 1% chance flood event (100-year flood), residential property exposures are greatest in number, followed closely by public properties. Specific areas of the Boro with properties in the 100-year zone include residences along Harrison, Grant, and Lincoln Aves near the Mill Brook; County facilities in Donaldson Park; and the WCTC-AM radio tower building in The Meadows. The Public School property class appears to be Rutgers-owned unoccupied land.

Within the 500-year floodplain, the risk expands considerably; the Mill Brook floodplain area includes more homes along Harrison, Grant, and Lincoln; along Brookdale and on S Park Ave between N 5th and N 7th Aves. Lower along the Mill Brook, the floodplain includes portions of apartment complexes on Bartle Ct and Lambiance Court. Near Donaldson park, the floodplain includes the HP Public Works building and homes on the Parkview Terrace dead-end.



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Table 10. Replacement Value of Properties (in thousands (\$000)) within FEMA FIRM Inland and Coastal Flood Hazard Areas

Highland Park		2 residential	4A commercial	4C apartment	15A Public Sch Property	15C public property	15D church + charitable	15F other exempt	no class data	Grand Total
AE (100yr)	Value	\$2,606	\$64		\$0	\$0			\$0	\$2,671
	Number	6	1		1	4			2	14
X (500yr)	Value	\$10,373	\$0	\$1,581		\$0	\$0	\$1,658	\$489	\$14,101
	Number	25	0	1		0	0	1	7	34

Notes: Exposures include flooding from both tidal and non-tidal waters. The 'X' (500-year floodplain) exposures represent those facilities exposed between the 100-year and 500-year floodplain, not a cumulative value. The replacement value for church & charitable properties is consistently \$0 because those assessments are based on property tax payments, from which such properties are exempt. Public properties partially represent buyout properties where previous building footprints have been purchased and come under public ownership and demolition. Commercial and apartment buildings represent more than one unit / household exposure.

As sea-levels rise, the number of exposed structures in Highland Park increase slightly. Table 11 depicts the building footprints that are either fully inundated or partly exposed to more than 700 sq ft of flooding when a coastal flood event for each of the given heights (2, 3, 5, 7, and 12 ft above MHHW) occurs. The replacement value of the structures and property classifications are derived from the 2019 NJ MOD-IV database of property tax records.

Table 11. Cumulative Replacement Value of Properties (in thousands (\$000)) Exposed to Coastal Flooding Water Levels

		2 residential	4A commercial	15C public property	no class data	Grand Total
5 ft MHHW	Value			\$0		\$0
	Number			2		2
7 ft MHHW	Value		\$64	\$0		\$64
	Number		1	2		3
12 ft MHHW	Value	\$653	\$64	\$0	\$0	\$718
	Number	2	1	3	2	8

Notes: Each row represents cumulative counts and values for all properties exposed to a flood event at the given threshold. Exposure include only coastal flooding (i.e., inland flood exposures from non-tidal waters are not assessed). The replacement value for church & charitable properties is consistently \$0 because those assessments are based on property tax payments, from which such properties are exempt. Public properties partially represent buyout properties where previous building footprints have been purchased and come under municipal ownership. Commercial and apartment buildings represent more than one unit / household exposure.

There are few facilities exposed to current high tide flooding (approximately 2 ft above MHHW) in Highland Park. At 5 ft above MHHW, vulnerability is limited to public facilities in Donaldson Park, and at 7 feet MHHW, the WCTC-AM commercial structure. At 12 ft MHHW, the remaining public buildings in Donaldson Park, two residences on Parkview Terrace, and the Public Works buildings all experience flooding. Note that at this water level, the lowest-lying buildings on Lambiance Court are partly-inundated, but to less than the 700sqft threshold mentioned above.



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Table 12. Repetitive Loss Properties (NFIP) in Highland Park

Flood Zone	Number of Repetitive Loss Properties			Number of Repetitive Loss Claims			Property Losses (thousands of dollars)		
	At-Risk	Mitigated	Total	At-Risk	Mitigated	Total	At-Risk	Mitigated	Total
AE	4	0	4	17	0	17	\$188	\$0	\$188
X	4	0	4	9	0	9	\$119	\$0	\$119
All zones	8	0	8	26	0	26	\$306	\$0	\$306

Table 12 above accounts for all Repetitive-Loss properties in the Borough. The following list delineates areas where clusters of such properties occur; specific addresses of individual Repetitive Loss properties may not be divulged.

- 4 at-risk properties: between Cleveland and Grant Avenues, between Madison Ave and the border with Edison Twp.



6. CAPABILITIES ASSESSMENT

Each community within the planning area has a unique set of capabilities and priorities that affect its mitigation strategy. The following tables detail the capabilities assessed for the Borough of Highland Park during this plan update.

Table 13. Planning and Regulatory

Tool / Program (code, ordinance, plan)	2015 2021 Updated			Mitigation Updates
Master Plan	Y	Y	Y	2019 – Reexamination Report https://www.hpboro.com/home/showdocument?id=1997 2019 – Land Use Plan Element, https://www.hpboro.com/home/showdocument?id=1999 2019 – Bicycle & Pedestrian Plan, https://www.hpboro.com/Home/ShowDocument?id=2129
Capital Improvements Plan	Y	Y	N	
Floodplain Management / Basin Plan	N	N	N	
Stormwater Management Plan	Y	Y	N	
Open Space Plan	N	N	N	
Stream Corridor Management Plan	Y	Y	N	
Watershed Management or Protection Plan	N	N	N	
Economic Development Plan	N	N	N	
Comprehensive Emergency Management Plan	N	N	N	
Emergency Operation Plan	N	N	N	
Post-Disaster Recovery Plan	N	N	N	
Transportation Plan	N	N	N	
Strategic Recovery Planning Report	N	N	N	
Zoning Ordinance	Y	Y	N	
Subdivision Ordinance	Y	Y	N	
NFIP: Cumulative Substantial Damages	Y	Y	N	
Growth Management Ordinances	N	N	N	
Site Plan Review Requirements	Y	Y	N	
Stormwater Management Ordinance	Y	Y	N	
Municipal Separate Storm Sewer System (MS4)	Y	Y	N	
Combined Sewer Overflows (CSO)	N	N	N	
Natural Hazard Ordinance	N	N	N	
Post-Disaster Recovery Ordinance	N	N	N	
Real Estate Disclosure Requirement	N	N	N	
Other [Special Purpose Ordinances (i.e., sensitive areas, steep slope)]	Y	Y	N	Building Code under review



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Table 14. Staff/Personnel

Resources	2015	2021	Updated	Comments
Planning Board	Y	Y	N	
Mitigation Planning Committee	N	N	N	
Environmental Board/Commission	Y	Y	N	
Open Space Board/Committee	N	N	N	
Economic Development Commission/Committee	Y	Y	N	
Maintenance Programs to Reduce Risk	N	N	N	
Mutual Aid Agreements	Y	Y	N	
Planner(s) or Engineer(s) with knowledge of land development and land management practices	Y	Y	N	
Engineer(s) or Professional(s) trained in construction practices related to buildings and/or infrastructure	Y	Y	N	
Planners or engineers on staff with a strong understanding of natural hazards	Y	Y	N	
NFIP Floodplain Administrator	Y	Y	N	
Surveyors	N	N	N	
GIS layers and maps	N	N	N	
Personnel trained in GIS	N	N	N	
Personnel trained in HAZUS	N	N	N	
Emergency Manager	Y	Y	N	
Grant Writer	N	N	N	
Staff with expertise in cost/benefit analysis	N	N	N	
Professionals trained in conducting damage assessments	N	N	N	

Table 15. Education/Outreach and Community Classifications

Program	2015	2021	Updated	Comments
Community Rating System (CRS)	N	N	N	
Building Code Effectiveness Grading Schedule (BCEGS)	N	N	N	
Public Protection (ISO Fire Protection Classes 1 to 10)	N	N	N	
Storm Ready	N	N	N	
Firewise	N	N	N	
Disaster/Safety Programs in/for Schools	N	N	N	
Organizations with Mitigation Focus (advocacy group, non-government)	N	N	N	
Public Education Program/Outreach (through website, social media)	Y	Y	N	
Public-Private Partnerships	N	N	N	



Table 16. Fiscal Capabilities

	2015	2021	Updated
Do you have a line item in your operating budget for mitigation project funding?	N	N	N
If no, will you look at mitigation actions when allocating funding in the future?	Y	Y	N
Do you have a line item in the Capital Improvement Budget for mitigation project funding?	N	N	N
Have you provided funding for mitigation projects identified in the hazard mitigation plan?	N	N	N
Does your town have the authority to Levy Taxes for specific purposes?	Y	Y	N
Does your town have user fees for water, sewer, gas or electric service?	Y	Y	N
Do you impose impact Fees for homebuyers or developers of new development/homes?	N	N	N
Does your community have an open space acquisition fund?	N	N	N
Do you use bonds to finance projects (general obligation bonds, special tax bonds, private activity bonds)	Y	Y	N



7. MITIGATION STRATEGY

Table 17. Previous Mitigation Actions – Completed and/or Ongoing

LMA #	HMP round	Mitigation action	Anticipated benefits to hazard mitigation	Applies to existing or new structures	Existing implementation mechanism	Responsible Party	Target Date	Estimated cost (\$)	Funding Source	Priority (H/M/L)	Status/Review
1	2010, renewed 2021	Based on jurisdiction determination work with NJDOT to eliminate flooding on Montgomery Street near Lincoln Avenue	Flood	Existing	Capital Improvement Plan	Municipal Department of Public Works	Based on jurisdiction determination	<\$500,000	NJDOT, FMA, PDM-C & HMGP if available.	H	Ongoing (Prior efforts cleared storm drains). <i>Re-evaluating conditions in this location based on reported flood impacts from Hurricane Ida</i>
2	2010	Backup power (generator) and/or utility protective measures for Highland Park Borough Hall (serves as EOC) and adjacent Senior Center	All	Existing	Capital Improvement Plan	Municipal OEM	1 year	<\$250,000	HMGP (5% initiative), PDM, Capital Improvements	H	Ongoing. Generator installed at Community Center; connection to Borough Hall being evaluated
3	2010	Notification System such as reverse 911 and/or warning sirens	All	NA	Capital Improvement Plan	Municipal OEM	1 to 2 years	To be decided by system specs chosen at time of application	HMGP (5% initiative)	H	Completed. The Borough uses "Code Red" as their reverse 911 system, Nixle, Borough Web-site and Kiosks around town



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4	2010	Bring Police, Fire Station, First Aid Squad up to current codes and standards	All	Existing	Capital Improvement Plan	Municipal Public Safety Committee	3 years	\$100,000	HMGP, PDM, Capital Improvements	H	Completed. Built a new Police Station and renovated the Fire House. The First Aid Squad updated their building
5	2015, renewed 2021	Elevation or acquisition of repetitive loss (RL) properties.	Flooding in RL areas, as described in Table 12 of this document	Existing	Capital Improvement Plan	OEM	1-3 years	Varies	Grants, e.g. NJDEP Blue Acres Program; HMGP	H	Ongoing. Looking into available programs at NJDEP and FEMA. In correspondence with Blue Acres.
6	2015, renewed 2021	Pursue CRS application	Flood	Existing	Local Ordinances	OEM	2-3 years	Staff time	Technical assistance grants	M	Ongoing. CRS application

Table 18. Current Mitigation Actions – Carryover and/or New

LMA #	HMP round	Mitigation action	Anticipated benefits to hazard mitigation	Applies to existing or new structures	Existing implementation mechanism	Responsible Party	Target Date	Estimated cost (\$)	Funding Source	Priority (H/M/L)	Status/Review
7	2021	Develop microgrid to service Borough buildings and critical uses during extended power outages	All	Existing	Capital Improvement Plan NIBPU TCDER Microgrid Program	BPU PSEG	1-5 years	Costly, but team is studying how to make the finances work as part of the ongoing feasibility analysis	BPU	H	Complete Phase II study with design specifications



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8	2021	Full inspection and mapping of storm water system to ensure capacity and identify maintenance needs	Flood	Existing and future	Capital Improvement Plan	Municipal Public Works Committee	1-2 years	\$200,000	Storm water utility fees (requires local legislation); Grants; Loans, e.g. NJ I-Bank	H	Developing scope of work and identifying funding options
9	2021	Establish and maintain emergency shelter to serve vulnerable residents during extreme weather events	All	Existing and future	Local policies and budget	Municipal Public Safety Committee	ongoing	\$10,000/year	Grants, e.g. Middlesex County Code Blue Support Grant	M	Continue successful partnership with RCHP-AHC to provide shelter service utilizing municipal property
10	2021	Better coordination with neighboring communities regarding downstream development impacts	Flood	Future	Local policies	Municipal administration and Borough Engineer	ongoing	Staff time	n/a	M	Establish regular communication with neighboring Edison and Piscataway
11	2021	Expand two-way communications options during periods of electronic isolation to ensure adequate emergency notifications	All	Existing and future	Local policies and budget	Municipal administration and communications department	Ongoing	\$5,000/year	Grants	H	Convert to premium Nixle product that allows for reverse 911 and SMS communications
12	2021	Address illegal sump pump tie-ins to sanitary sewer system	Flood	Existing	Capital Improvement Plan	Municipal Public Works Committee	1-2 years	\$100,000	Grants; loans e.g. I-Bank	M	Develop specifications for smoke test of the sanitary sewer system to identify illegal tie-ins; review ordinance and amend as necessary



8. PLAN ADOPTION

On [insert date] Middlesex County submitted the initial draft of the 2020 Plan Update to NJOEM for review and comment. After addressing NJOEM comments in the document, the HMP was resubmitted for final consideration and approval by NJOEM and FEMA. FEMA approved the plan on [insert date], and the Plan update was forwarded to the Middlesex County Board of Chosen Freeholders for adoption, which occurred on [insert date].

The Borough Council approved the plan on [insert date]. The Borough resolution for adoption is provided below, and Middlesex County's adoption resolution is provided as Appendix K of the 2021 HMP update. Following adoption, the plan update was resubmitted to FEMA for final approval, which occurred on [insert date]. The FEMA approval letter is included as Appendix L.

9. PLAN MAINTENANCE

The Borough of Highland Park will review this Appendix of the County's All Hazards Mitigation Plan every year and give the County's HMP Coordinator an annual progress report. The OEM Coordinator is responsible for convening the LPC, initiating the plan review, and submitting the annual progress report. The LPC may use [worksheet 7.1](#) in FEMA's *Local Mitigation Planning Handbook* to facilitate the review and progress report.. Local progress reports shall be provided to the County HMP Coordinator at least two weeks prior to the annual plan review meeting.

Additionally, the LPC will convene and review the plan when major hazard events impact the jurisdiction, potentially yielding opportunities for mitigation grant funding, or when new information suggests that plan elements do not accurately reflect the community's risk or its mitigation priorities.

If necessary, the OEM Coordinator will convene a meeting of the LPC to review and approve all changes. The Borough retains the discretion to implement minor changes to the document without formal procedures involving the Borough Council subject to local policies and regulations.

In addition to the annual progress report, the Borough of Highland Park will provide Middlesex County with a copy of the written notice of any changes to the jurisdictional appendix at the time such changes are implemented.

BOROUGH OF HIGHLAND PARK
No. 12-21-308

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:

JOSEPH NIKAS, Police Officer, at an annual salary of \$44,449.00, effective December 29, 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:

CARMINE ANNUNZIATA, Part-time Firefighter, at an hourly rate of \$21.36, effective January 2, 2022.

KENNETH FISHER, Part-time, Firefighter, at an hourly rate of \$21.36, effective January 2, 2022.

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: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

Borough of Highland Park
No. 12-21-309

RESOLUTION AUTHORIZING MEMORANDA OF AGREEMENT WITH
TEAMSTERS LOCAL 97, PBA LOCAL 64, SUPERIOR OFFICERS ASSOCIATION OF P.B.A.
LOCAL NO. 64 (SOA) AND DEPARTMENT OF PUBLIC WORKS ASSOCIATION

RESOLUTION: Administration Committee

WHEREAS, the Borough of Highland Park ("Borough") has received American Rescue Plan Act funds that may be used to provide premium or hazard pay to eligible workers performing essential work during the COVID-19 health emergency; and

WHEREAS, the Borough of Highland Park ("Borough") and Teamsters Local 97 ("Teamsters"), PBA Local 64 ("PBA"), Superior Officers Association of PBA Local 64 ("SOA") and the Department of Public Works Association ("DPWA") (collectively "the Unions") have met, discussed and negotiated the issue of premium/hazard pay during the COVID-19 pandemic for eligible members of their respective negotiations units; and

WHEREAS, pursuant to those discussions and negotiations, the Borough and the Teamsters, the PBA, the SOA and the DPWA have reached separate Memoranda of Agreement for hazard pay during the COVID-19 pandemic for eligible members of their respective negotiations units; and

WHEREAS, the Borough and the Teamsters, the Borough and the PBA, the Borough and the SOA, and the Borough and the DPWA have agreed to a one-time payment in the form of a stipend representing hazard pay during the COVID-19 pandemic for eligible members in their respective negotiations units in accordance with each union's respective Memorandum of Agreement; and

WHEREAS, the Borough and the Unions have agreed that the one-time stipend payment representing hazard pay during the COVID-19 pandemic for eligible members in their respective negotiations units in accordance with each union's respective Memorandum of Agreement shall not be deemed precedential nor considered a past practice; and

WHEREAS, the Mayor and Borough Administrator have recommended ratification of the attached Memoranda of Agreement reached with the Teamsters, the PBA, the SOA and the DPWA; and

WHEREAS, the Mayor and Council have reviewed the Memoranda of Agreement and find ratification of the Memoranda with the Teamsters, the PBA, the SOA and the DPWA is in the best interests of the Borough.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Highland Park, that the Mayor and Council hereby ratify and accept the Memoranda of Agreement between the Borough and the Teamsters, the PBA, the SOA, and the DPWA setting forth a one-time payment in the form of a stipend representing hazard pay during the COVID-19 pandemic for eligible members as set forth in each Memorandum of Agreement.

NOW THEREFORE BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Highland Park that the Borough CFO is authorized, with the assistance of the Borough

Administrator, to issue one-time stipend payments to the eligible employees of the respective negotiations units covered by the attached Memoranda of Agreement.

This Resolution shall be effective immediately.

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **Borough of Highland Park** (herein the “Borough”) and the **Teamsters Local 97** (herein the “Union”).

WHEREAS, the Borough and the Union are parties to a collective negotiations agreement (“CNA”) with a term of January 1, 2021 through December 31, 2023; and

WHEREAS, the Borough and the Union have reached agreement as to a one-time stipend payment to unit employees representing hazard pay for work performed during the COVID-19 pandemic not otherwise provided for in the CNA.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Current unit employees will receive a one-time payment of three hundred seventy-five dollars (\$375) as hazard pay. To be eligible for this payment, the current unit employee must have worked, in-person during the eligibility period of March 1, 2020 and February 28, 2021. Unit employees who worked remotely during the eligibility period do not qualify for this payment.
2. This Agreement is subject to ratification by the Union and the Borough Mayor and Council.

FOR TEAMSTERS LOCAL 97

FOR THE BOROUGH

Patrick Guaschino, VP Local 97

Teri Jover, Borough Administrator

Date:

Date:

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **Borough of Highland Park** (herein the “Borough”) and the **PBA Local 64** (herein “the PBA”).

WHEREAS, the Borough and the PBA are parties to a collective negotiations agreement (“CNA”) with a term of January 1, 2019 through December 31, 2022; and

WHEREAS, the Borough and the PBA have reached agreement as to a one-time stipend payment to unit employees representing hazard pay for work during the COVID-19 pandemic not otherwise provided for in the CNA.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Current unit employees will receive a one-time payment of one thousand seven hundred and fifty dollars (\$1,750) as hazard pay. To be eligible for this payment, the current unit employee must have worked, in-person, during the eligibility period of March 1, 2020 and February 28, 2021. Employees who worked remotely during the eligibility period do not qualify for this payment.
2. The parties agree that this is a one-time stipend payment and it shall not be deemed precedential nor establish a past practice.
3. This Agreement is subject to ratification by the PBA and the Borough Mayor and Council.

FOR PBA LOCAL 64

FOR THE BOROUGH

[NAME]

Teri Jover, Business Administrator

Date:

Date:

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **Borough of Highland Park** (herein the “Borough”) and the **Superior Officers Association of PBA Local 64** (herein the “SOA”).

WHEREAS, the Borough and the SOA are parties to a collective negotiations agreement (“CNA”) with a term of January 1, 2019 through December 31, 2022; and

WHEREAS, the Borough and the SOA have reached agreement as to a one-time stipend payment to unit employees representing hazard pay for work during the COVID-19 pandemic not otherwise provided for in the CNA.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Current unit employees will receive a one-time payment of three hundred seventy-five dollars (\$375) as hazard pay. To be eligible for this payment, the current unit employee must have worked, in-person, between the eligibility period of March 1, 2020 and February 28, 2021. Unit employees who worked remotely during the eligibility period do not qualify for this payment.
2. The parties agree that this is a one-time stipend payment and that it shall not be deemed precedential nor establish a past practice.
3. This Agreement is subject to ratification by the SOA and the Borough Mayor and Council.

FOR THE SOA

FOR THE BOROUGH

[NAME]

Teri Jover, Borough Administrator

Date:

Date:

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the **Borough of Highland Park** (herein the “Borough”) and the **Borough of Highland Park Department of Public Works Association** (herein the “Union”).

WHEREAS, the Borough and Union are parties to a collective negotiations agreement (“CNA”) with a term of January 1, 2019 through December 31, 2022; and

WHEREAS, the Borough and Union have reached agreement as to a one-time stipend payment to unit employees representing hazard pay for work during the COVID-19 pandemic not otherwise provided for in the CNA.

NOW THEREFORE, in consideration of the mutual covenants, promises, and undertakings herein set forth the parties agree as follows:

1. Except as set forth in paragraph 3, full-time, current unit employees will receive a one-time payment of one thousand seven hundred and fifty dollars (\$1,750) as hazard pay. To be eligible for this payment, the current unit employee must have worked, in-person, between the eligibility period of March 1, 2020 and February 28, 2021. Unit employees, if any, who worked remotely during the eligibility period do not qualify for this payment.
2. Part-time, current unit employees will receive a one-time payment of eight hundred seventy-five dollars (\$875) as hazard pay. To be eligible for this payment, the current employee must have worked, in-person, during the eligibility period of March 1, 2020 and February 28, 2021. Part-time unit employees, if any, who worked remotely during the eligibility period do not qualify for this payment.

3. Unit employee Fred Long will receive a one-time payment of eight hundred seventy-five dollars (\$875) as hazard pay.
4. The parties agree that this is a one-time stipend payment and it shall not be deemed precedential nor establish a past practice.
5. This Agreement is subject to ratification by the Union and the Borough Mayor and Council.

FOR DPW ASSOCIATION

FOR THE BOROUGH

[NAME]

Teri Jover, Borough Administrator

Date:

Date:

BOROUGH OF HIGHLAND PARK
No. 12-21-310

RESOLUTION AUTHORIZING USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR
ONE-TIME PREMIUM/HAZARD PAY STIPEND TO ELIGIBLE BOROUGH EMPLOYEES

RESOLUTION: Administration Committee

WHEREAS, the Borough of Highland Park (“Borough”) has received American Rescue Plan Act (ARPA) funds that may be used to provide premium or hazard pay to eligible employees performing essential work during the COVID-19 health emergency; and

WHEREAS, according to the ARPA Interim Final Rule “essential workers” means “workers needed to maintain continuity of operations of essential critical infrastructure sectors” and “essential work” means work that “is not performed while teleworking from a residence and involves regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work or regular physical handling of items that were handled by, or are to be handled by patients, the public or coworkers of the individual that is performing the work;” and

WHEREAS, the Mayor and Borough Council of the Borough of Highland Park find it to be in the best interest of the Borough to provide a one-time premium/hazard pay stipend to all current, eligible essential workers that performed their duties during the height of the pandemic defined as March 1, 2020 through February 28, 2021 and in accordance with the agreements negotiated with the Teamsters Local 97 (IBT), PBA Local 64 (PBA), Superior Officers Association of PBA Local 64 (SOA), Department of Public Works Association (DPWA) and consistent with the schedule below.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park that the Borough Clerk is hereby authorized and directed to notify the Finance Director to issue a one-time premium/hazard pay stipend payment to eligible employees as follows:

First Name	Last Name	Department	Amount
Emma	Von Thun	Administration	375.00
Joan M	Hullings	Borough Clerks Office	375.00
Jennifer	Santiago	Borough Clerks Office	375.00
Scott	Brescher	Code Enforcement Dept.	375.00
Phillip	Langon	Code Enforcement Dept.	375.00
Michael	Luthman	Code Enforcement Dept.	375.00
Michael	Mullin	Code Enforcement Dept.	375.00
Michael A	Rossi	Code Enforcement Dept.	375.00
Mario	Varone	Code Enforcement Dept.	375.00
MaryAnn	Autunnale	Code Enforcement Dept. - IBT	375.00
Annette	Sorbino	Code Enforcement Dept. - IBT	375.00
Harold	Glazer	Communications Dept.	375.00
Monica	Jackson	Communications Dept.	375.00
Ashton	Burrell	Community Services Dept.	375.00
Kimberly Ann	McGraw	Community Services Dept.	375.00
Kimberly	McGraw	Community Services Dept.	375.00
Maria	Austin	Community Services Dept. - IBT	375.00
Symone	Banks	Community Services Dept. - IBT	375.00
Nicole	Huff	Community Services Dept. - IBT	375.00
Janet	Molina	Community Services Dept. - IBT	375.00
Dvir	Ravee	Community Services Dept. - IBT	375.00
Frank T	Troy	Dept. of Public Works	375.00

Michael	Wieczorkiewicz	Dept. of Public Works	375.00
Xavier	Hudgins	Dept. of Public Works - Clean Comms.	375.00
Antonio	Avila	Dept. of Public Works - DPWA	1,750.00
David	Baldwin	Dept. of Public Works - DPWA	1,750.00
Robert C	Cahill	Dept. of Public Works - DPWA	1,750.00
Dennis	Chekenian	Dept. of Public Works - DPWA	1,750.00
Edward T	Corson	Dept. of Public Works - DPWA	1,750.00
John	Geoghan Jr	Dept. of Public Works - DPWA	1,750.00
Jose	Gonzalez	Dept. of Public Works - DPWA	1,750.00
Thomas C	Kohler	Dept. of Public Works - DPWA	1,750.00
Frederick	Long	Dept. of Public Works - DPWA	875.00
Michael J	Milan	Dept. of Public Works - DPWA	1,750.00
Jeffrey J	Reap	Dept. of Public Works - DPWA	1,750.00
Rudolph	Rohan	Dept. of Public Works - DPWA	1,750.00
Mark	Rohan	Dept. of Public Works - DPWA	1,750.00
James	Webb Sr	Dept. of Public Works - DPWA	1,750.00
Linda	Monte	Dept. of Public Works - IBT	375.00
Nerea	Champion	Finance Dept.	375.00
Christopher	Inzano	Fire Dept.	875.00
Kevin	Meehan	Fire Dept.	875.00
Jeffrey P	Morris	Fire Dept.	875.00
Norman	Shamy	Fire Dept.	1,750.00
Lawrence	Thiel Jr	Fire Dept.	875.00
Douglas	Watt	Fire Dept.	875.00
Christopher	Ziobro	Fire Dept.	875.00
Valeri	Drach Weidmann	Library	375.00
Renee	George	Library	375.00
Carla	Herniter	Library	375.00
Marta	Herrera	Library	375.00
Katherine	Jaggers	Library	375.00
Karen	Jarzabski	Library	375.00
Eleanor	Johnsen	Library	375.00
Sherry R.	Johnson	Library	375.00
Talia	Lapidus	Library	375.00
Jennifer	Larsen	Library	375.00
Grace	McKenna	Library	375.00
Rose	Teixeira	Library	375.00
Indru M	Udeshi	Library	375.00
Tracey	Horan	Mun. Court	375.00
Linda M	Simons	Mun. Court	375.00
Neena	Altomonte	Police Dept. - IBT	375.00
Kaitlyn	Cox	Police Dept. - IBT	375.00
Barbara	Fromhold	Police Dept. - IBT	375.00
Patrick	Keogh	Police Dept. - IBT	375.00
Joann M	Kopetsky	Police Dept. - IBT	375.00
Janet	Marcik	Police Dept. - IBT	375.00
Sean	Bibby	Police Dept. - PBA	1,750.00
Matthew	Buttermark	Police Dept. - PBA	1,750.00
Jason	Culver	Police Dept. - PBA	1,750.00
Caitlyn	Dean	Police Dept. - PBA	1,750.00
Christopher	DeCosta	Police Dept. - PBA	1,750.00

Bryant	Fitzgerald	Police Dept. - PBA	1,750.00
Sean	Garley	Police Dept. - PBA	1,750.00
Kevin	Garrity	Police Dept. - PBA	1,750.00
Alaina	Giles	Police Dept. - PBA	1,750.00
Ted	Haas	Police Dept. - PBA	1,750.00
Mohab	Hannout	Police Dept. - PBA	1,750.00
Sean	McGraw	Police Dept. - PBA	1,750.00
Louis	Middleton	Police Dept. - PBA	1,750.00
Joseph	Olarra Jr	Police Dept. - PBA	1,750.00
Brian	O'Mara	Police Dept. - PBA	1,750.00
Adalberto	Pacheco	Police Dept. - PBA	1,750.00
Gaetano	Palumbo	Police Dept. - PBA	1,750.00
Roland	Sams	Police Dept. - PBA	1,750.00
Kevin	Shiffner	Police Dept. - PBA	1,750.00
David	Soden	Police Dept. - PBA	1,750.00
Derek	Wenskoski	Police Dept. - PBA	1,750.00
Jose	Curbelo	Police Dept. - SOA	375.00
John	Sachau	Police Dept. - SOA	375.00
Kathleen	Davies	Tax Assessor Dept.	375.00
Thomas	Mancuso	Tax Assessor Dept.	375.00

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
RESOLUTION
No. 12-21-311

RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE BOND FOR
BLOCK 170, LOTS 5 & 6 – HERITAGE AT HIGHLAND PARK (AMERICAN PROPERTIES)

RESOLUTION: Finance Committee

WHEREAS, on February 11, 2019, Heritage at Highland Park, hereto posted with the Borough of Highland Park Cash Performance Bond in the amount of \$20,700.00, in connection with preliminary and final minor subdivision and major site plan application on the property known as Block 170, Lots 5 & 6, in the Borough of Highland Park; and

WHEREAS, the developer has requested that said Performance Bond be released; and

WHEREAS, CME Associates, Borough Engineer, has reviewed the site in the field and found all of the required work has been completed;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Performance Bond posted by Heritage at Highland Park in the amount of \$20,700.00, for American Properties, shall be and is hereby released subject to the following:

1. Posting of a 2-year Maintenance Bond in the amount of \$3,105.00.
2. Payment of any outstanding engineering inspection fees.
3. Payment of any outstanding Borough fees.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Finance Department, Borough Engineer, Construction Official, and American Properties..

ADOPTED: December 21, 2021

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
RESOLUTION
No. 12-21-312

RESOLUTION AUTHORIZING RELEASE OF PERFORMANCE BOND FOR
BLOCK 2, LOTS 6 & 7 – MILLWOOD BUILDERS, INC. (CLIFF COURT)

RESOLUTION: Finance Committee

WHEREAS, on September 23, 2011, Millwood Builders Inc., hereto posted with the Borough of Highland Park Performance Bond No. FP0017148, issued by First Indemnity of American Insurance Company in the amount of \$43,073.10, in connection with minor subdivision application on the property known as Block 2, Lots 6 & 7, in the Borough of Highland Park; and

WHEREAS, the developer has requested that said Performance Bond be released; and

WHEREAS, CME Associates, Borough Engineer, has reviewed the site in the field and found all of the required work has been completed;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Performance Bond posted by Millwood Builders in the amount of \$43,073.10, for Cliff Court, shall be and is hereby released subject to the following:

1. Posting of a 2-year Maintenance Bond in the amount of \$7,718.85.
2. Payment of any outstanding engineering inspection fees.
3. Payment of any outstanding Borough fees.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Finance Department, Borough Engineer, Construction Official, and Millwood Builders Inc.

ADOPTED: December 21, 2021

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
NO. 12-21-313

RESOLUTION TO AMEND RESOLUTION NO. 10-21-250 – ENVIRONMENTAL CONSULTING
SERVICES WITH EXCEL ENVIRONMENTAL RESOURCES INC. FOR ENVIRONMENTAL
CONSULTING SERVICES AT 1 RIVER ROAD

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that Resolution No. 10-21-250 adopted by the Borough Council on October 5, 2021, shall be and is hereby amended as follows:

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

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

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

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

WHEREAS, funds for this purpose are not to exceed the amount of \$30,000.00 without further resolution of Council; and

WHEREAS, funds will be available for this purpose in the amount of \$30,000.00 in account No. 1-01-26-310-238, as reflected by the Certification of Funds by the Chief Financial Officer, shown below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Highland Park that the Borough Administrator and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, a Professional Services Agreement with Excel Environmental Resources, Inc. for the above described parcels for an amount not to exceed \$30,000.00. The scope of work shall be consistent with the Technical and Cost Proposal for Environmental Engineering and Consulting Services, a copy of which is attached hereto.

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

VERIFIED AND ENCUMBERED AS TO:
AVAILABILITY OF FUNDS **\$30,000.00**
ACCOUNT NO. 1-01-26-310-238
P.O. NO. 21-01233
BY: *Nerea Champion*
per Lori Majeske
FINANCE DIRECTOR

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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



*Solving Environmental Problems
& Creating Redevelopment Opportunities*

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

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

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

SCOPE OF WORK

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

TASK 1.0 LSRP Retention

A Licensed Site Remediation Professional (LSRP) is required for the subject property. This task includes submission of an online LSRP retention form by Matthew Mauro (LSRP license No. 575022) for the case.

TASK 2.0 Engineering Control Repairs Oversight

As indicated in the Field Inspection Report prepared by Maria Van de Zilver of the NJDEP dated May 24, 2019, breaches were observed in the concrete and vegetated portions of the engineering controls installed at the Site. Prior to submitting a Biennial Certification (BC) and obtaining the NJDEP required Soil Remedial Action Permit (RAP) for the Site, these breaches must be repaired and restored to the conditions outlined in the 2008 DN. Excel will be onsite during the repairs to ensure the correct thicknesses are obtained and the engineering controls match those included in the 2008 DN. The task will also include the installation of four-by-four pretreated lumber at the base of all slopes located within the park to prevent soils from eroding onto the adjacent sidewalks.



TASK 3.0 Biennial Certification

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

TASK 4.0 Soil Remedial Action Permit

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



Attachment A
Detailed Cost Estimate

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

TASK 1.0 Licensed Site Remediation Professional (LSRP) Retention

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

Labor:

Project Director	2 hours @	\$200.00 /hour	<u>\$40</u>
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Labor Total	\$40
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TASK 1.0 Total	\$40
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TASK 2.0 Engineering Control Repairs

As indicated in the Field Inspection Report prepared by Maria Van de Zilver of the New Jersey Department of Environmental Protection (NJDEP) dated May 24, 2019, breaches were observed in the concrete and vegetated portions of the engine controls installed at the Site. Task includes oversight of the needed repairs to ensure the correct thicknesses are obtained the engineering controls match those included in the 2008 Deed Notice (DN). Task also includes installation of 4 pretreated lumber at the base of all slopes located within the park to prevent soils from eroding onto the adjacent sidewalk. Estimated duration is four days.

Labor:

Project Director	2 hours @	\$200.00 /hour	\$40
Assistant Project Manager	8 hours @	\$105.00 /hour	\$84
Staff Scientist/Geologist II	32 hours @	\$85.00 /hour	<u>\$2,720</u>

Labor Total	\$3,960
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Outside Services:

Cap Restoration Work (EISCO)	<u>\$20,840</u>
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Outside Services Total	\$20,840
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Travel and Materials:

Field Vehicle and Travel	2 days@	\$100.00 /day	\$200
Personal Protective Equipment	2 days@	\$20 /day	<u>\$40</u>

Travel and Materials Total	\$240
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TASK 2.0 Total	\$25,040
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ENGINEERING COST ESTIMATE
ATTACHMENT A
BIENNIAL CERTIFICATION AND SOIL REMEDIAL ACTION PERMIT
Block 183, Lot 1
1 River Road
Highland Park, New Jersey

TASK 3.0 Biennial Certification (BC)

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

Labor:

Project Director	1 hour @	\$200.00 /hour	\$200
Assistant Project Manager	8 hours @	\$105.00 /hour	\$840
CADD Operator	1 hour @	\$85.00 /hour	\$85
Administrative Assistant	1 hour @	\$75.00 /hour	\$75
			\$1,200

Labor Total \$1,200

Travel and Materials:

Field Vehicle and Travel	0.50 day @	\$100.00 /day	\$50
\$375 Soil BC fee (to be paid by Client)			\$375
			\$425

Travel and Materials Total \$425

TASK 3.0 Total	\$1,250
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TASK 4.0 Soil Remedial Action Permit (RAP)

In accordance with N.J.A.C. 7:26C the Administrative Requirements for the Remediation of Contaminated Sites (the AR Rule), a RAP application must be submitted for any site with a DN. A Soil RAP application documenting the current conditions and the DN information will be submitted to the NJDEP. A \$1,760 NJDEP application processing fee is required to be submitted by the client with the Soil RAP application.

Labor:

Project Director	1 hour @	\$200.00 /hour	\$200
Assistant Project Manager	6 hours @	\$105.00 /hour	\$630
Staff Scientist/Geologist II	2 hours @	\$85.00 /hour	\$170
CADD Operator	1 hour @	\$85.00 /hour	\$85
Administrative Assistant	3 hours @	\$75.00 /hour	\$225
			\$1,310

Labor Total \$1,310

Travel and Materials:

\$1,760 Soil RAP fee (to be paid by Client)			\$1,760
			\$1,760

Travel and Materials Total \$1,760

TASK 4.0 Total	\$1,310
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PROJECT TOTAL	\$28,000
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Attachment B

Excel's Standard Terms and Conditions with Labor Rate Schedule

EXCEL ENVIRONMENTAL RESOURCES, INC.
STANDARD TERMS AND CONDITIONS
Effective January 1, 2021

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



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

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



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



RATE SCHEDULE
(Effective January 1, 2021)

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

Materials, Equipment & Travel Expenses

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

Depositional Testimony, Expert Witness, Arbitration, and/or Mediation Rate

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

BOROUGH OF HIGHLAND PARK
NO. 12-21-314

RESOLUTION: Finance Committee

WHEREAS, a number of local governmental units in the State of New Jersey have joined together to form a Joint Insurance Fund as permitted by the Chapter 372 Laws of 1983 (40A:10-36); and

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

WHEREAS, the Governing Body of the Borough of Highland Park, has determined that membership in the Garden State Municipal Joint Insurance Fund (hereinafter referred to as the "Fund") is in the best interests of itself and its citizens; and

WHEREAS, the Governing Body of the Borough of Highland Park has previously executed a resolution to join the Garden State Municipal Joint Insurance Fund subject to the acceptance of its assessment;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the Borough of Highland Park (hereinafter referred to as the "Municipality") does hereby resolve and agree to renew its membership in the Fund for a period not to exceed three (3) years beginning January 1, 2022 to December 31, 2024 for the purpose of establishing the following types of coverage:

- Workers' Compensation and Employer's Liability;
- General Liability including law enforcement and public officials' liability;
- Motor vehicle liability;
- Property damage (buildings, contents, equipment, and motor vehicle);

BE IT FURTHER RESOLVED, that the Municipality has never defaulted on claims and has not been canceled for nonpayment of insurance premiums for a period of at least two years prior to the adoption of this Resolution; and

BE IT FURTHER RESOLVED, that the Mayor and the Borough Clerk are authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund and to deliver same to the Executive Director of the Fund with the express reservation that said document shall become effective only upon approval by the New Jersey Department of Insurance and the Department of Community Affairs.

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
NO. 12-21-315

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 12/21/2021 can be found in the Bills List Journal Book No. 41.

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
12-21-316

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:

Description	From	To
Borough Admin S&W	9,500.00	
Motorpool OE		5,000.00
FICA		4,500.00
Total	\$9,500.00	\$9,500.00

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
No. 12-21-317

Resolution in Support of Election Day Voter Registration and
New Jersey Legislative Bills A4548 and S2824

Resolution: Council as a Whole

WHEREAS, there are pending before the New Jersey Legislature two bills, A4548 and S2824, which would establish a system of election day voter registration (EDR) in New Jersey, in place of the current deadline of 21 days before the electionⁱ; and

WHEREAS, EDR has been proven to increase voter turnout, including among persons of color, while denying EDR rights depresses voter turnout, disproportionately so with regard to persons of colorⁱⁱ; and

WHEREAS, the right to vote (which includes the right for eligible persons to register to vote, to cast their ballot, and to have that ballot fairly counted) is recognized in New Jersey as a fundamental constitutional rightⁱⁱⁱ; and

WHEREAS, the Borough of Highland Park is firmly committed to the promotion of the right the right to vote in all its forms; and

WHEREAS, A4548/S2824 would promote those objectives.

NOW THEREFORE BE IT RESOLVED by the Borough of Highland Park enthusiastically supports the prompt adoption of A4548/S2824 by the Legislature and Governor; and

BE IT FURTHER RESOLVED that Highland Park's support for these bills shall be communicated to the legislators of the 18th Legislative District 18, to the relevant legislative committees, and to the Governor's office.

ADOPTED: December 21, 2021

ATTEST:

Jennifer Santiago, Deputy Clerk

I, Jennifer Santiago, Deputy Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 21st day of December 2021.

Jennifer Santiago, Deputy Clerk

RECORD OF COUNCIL VOTES

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

ⁱ E.g., https://www.njleg.state.nj.us/2020/Bills/A5000/4548_I1.HTM

ⁱⁱ Patel & McCloud, *People in 20 other states can get democracy in a day. New Jersey, unfortunately, isn't one of them.* (Star-Ledger / N.J. Advance Media, Aug. 5, 2021), available at <https://www.nj.com/opinion/2021/08/people-in-20-other-states-can-get-democracy-in-a-day-new-jersey-unfortunately-isnt-one-of-them-opinion.html>

ⁱⁱⁱ *Rutgers University Student Assembly v. Middlesex County Board of Elections*, 438 N.J. Super. 93 (App. Div. 2014).