

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
APRIL 5, 2022 – 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:

<https://zoom.us/j/92417938005>

Or Telephone: 1 929 205 6099

Webinar ID: 924 1793 8005

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

The Mission of the Highland Park Borough Council is to establish a government based upon the principles of good government: ethics, efficiency and the effective provision of services.

The Borough Council is committed to creating a thriving community, which is sustainable economically, environmentally and socially.

The Borough Council is further committed to creating a community which values its unique and diverse populations and encourages direct public participation in the governing process.

AGENDA

* Denotes Consent Agenda Posted Items. Ordinarily, consent agenda items, pursuant to Ordinance No. 920, are not read nor debated unless there is a request by a member of Council or the public. Furthermore, unless requested by a member of Council for a separate vote, all consent agenda items, as per Council's Rules of Order, Article IV, shall be considered in the form of one **MOTION**.

1. Call to Order and Open Public Meetings Statement.
2. Pledge of Allegiance.
3. Roll Call.
4. Agenda Questions by Council Members.
5. Honors, Awards, Proclamations and Presentations:
 - National Arab American Heritage Month - April 2022
 - Sustainability Update - Sustainable Highland Park
6. Approval of Minutes.

MOTION to approve minutes of the Regular/Work Session Meeting held December 21, 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 Bond Ordinance for Recreation Complex Improvements, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 4-22-92 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
 - 12.b Clerk reports advertising Capital Ordinance for Improvements to the Highland Park Public Library, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 4-22-93 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
 - 12.c Clerk reports advertising Ordinance authorizing leases for 212 Raritan Avenue and 101 Raritan Avenue, for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 4-22-94 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
13. Ordinances Requiring a First Reading.
 - 13.a Clerk reports introduction of CAP Rate Exception Ordinance for consideration of passage on first reading by title.
 - a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 4-22-95)
ROLL CALL VOTE

- 13.b Clerk reports introduction of Amending Wrecker License for consideration of passage on first reading by title.
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 4-22-96)

ROLL CALL VOTE

- 13.c Clerk reports introduction of Boards, Committees and Commissions Ordinance Amendment for consideration of passage on first reading by title.
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 4-22-97)

ROLL CALL VOTE

14. Resolutions requiring a Separate Reading.

- 14.a 1. Introduction of 2022 Municipal Budget by title and schedule public hearing for May 3, 2022
2. Budget Presentation – Borough Administrator.
3. **MOTION** adopt/reject 2022 Municipal Budget on first reading by title.

(Resolution No. 4-22-98)

ROLL CALL VOTE

- 14.b 4-22-99 Introduction of the 2022 Main Street Highland Park Budget by title and set public hearing for May 3, 2022.

MOTION adopt/reject

ROLL CALL VOTE

15. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

- 15.a *4-22-100 Resolution Authorizing a Request for Proposals for Information Technology Consulting Services
- 15.b *4-22-101 Resolution Authorizing Acquisition of the Properties Identified as Block 1704, Lots 44 and 45 in the Borough of Highland Park
- 15.c *4-22-102 Resolution to Award Contract to CDM Smith for Professional Services related to the Borough's Lead Service Line Replacement Program
- 15.d *4-22-103 Resolution Authorizing Execution of Professional Service Agreement for Special Planner - Clarke, Caton, Hintz
- 15.e *4-22-104 Resolution to Authorizing Application to the NJDEP It Pays to Plug In Grant Program for DCFC Electric Vehicle Charging Stations
- 15.f *4-22-105 Resolution Authorizing Execution of Vendor and Data Sharing Agreements

with the New Jersey Department of Community Affairs as part of the Low-Income Household Water Assistance Program

15.g *4-22-106 Resolution to Adjust Water & Sewer Utility Account for Block 3701, Lot 20 at 65 Woodbridge Avenue

15.h *4-22-107 Resolution to Amend Annual Salary Resolution.

15.i *4-22-108 Resolution to Approve Bills List.

16. Appointments.

Mayor Brill Mittler appoints the following:

H. James Polos Emergency Management Coordinator

Haim Cohen Public Information Committee

Laurel Kornfeld

Mason Resnick

Valeri Drach Weidmann

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.

20. Executive Session (if necessary).

21. MOTION to adjourn.

22. **Next Scheduled Meeting: April 19, 2022 @ 7:00 PM**

BOROUGH OF HIGHLAND PARK
No. 4-22-92

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, "BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF VARIOUS RECREATION COMPLEX IMPROVEMENTS, BY AND IN THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY; APPROPRIATING \$2,050,000 THEREFOR (INCLUSIVE OF A NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT IN THE AMOUNT OF \$750,000 AND A CONTRIBUTION FROM THE HIGHLAND PARK BOARD OF EDUCATION IN THE AMOUNT OF \$650,000) AND AUTHORIZING THE ISSUANCE OF \$650,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF", 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: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY, NEW JERSEY**

**BOND ORDINANCE NUMBER
22-2045**

BOND ORDINANCE PROVIDING FOR THE CONSTRUCTION OF VARIOUS RECREATION COMPLEX IMPROVEMENTS, BY AND IN THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY; APPROPRIATING \$2,050,000 THEREFOR (INCLUSIVE OF A NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT IN THE AMOUNT OF \$750,000 AND A CONTRIBUTION FROM THE HIGHLAND PARK BOARD OF EDUCATION IN THE AMOUNT OF \$650,000) AND AUTHORIZING THE ISSUANCE OF \$650,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF

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

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements or purposes to be undertaken by the Borough of Highland Park, in the County of Middlesex, State of New Jersey (the "Borough"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$2,050,000, which amount includes (i) a \$750,000 grant expected to be received from the New Jersey Department of Community Affairs (the "State Grant") and (ii) a contribution from the Highland Park Board of Education (the "BOE") in the amount of \$650,000 (the "BOE Contribution"). No down payment for said improvements or purposes is required pursuant to Section 40A:2-11(c) of the Local Bond Law, N.J.S.A. 40A:2-1 et seq. (the "Local Bond Law"), as said improvements or purposes involve a project funded by a State grant.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, and to meet the part of said \$2,050,000 appropriation not provided for by application hereunder of said State Grant and BOE Contribution, negotiable bonds of the Borough are hereby authorized to be issued in a principal amount not exceeding \$650,000 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Borough in a principal amount not exceeding \$650,000 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, the Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said bonds or notes are to be issued is for the construction of various municipal recreation complex improvements and upgrades, including, but not limited to, renovating and replacing the track and the turf field, replacement of field lighting and various ADA upgrades. Such improvements or purposes are to include, but are not limited to, as applicable, engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection, contract administration, and all work, materials, equipment, accessories, labor and appurtenances necessary therefor or incidental thereto, all in accordance with the plans and specifications on file in the Office of the Clerk of the Borough and available for public inspection.

(b) The estimated maximum amount of bonds or notes to be issued for said improvements or purposes is \$650,000.

(c) The estimated cost of said improvements or purposes is \$2,050,000, the excess thereof over the said estimated maximum amount of bonds or

notes to be issued therefor is the State Grant in the amount of \$750,000 and the BOE Contribution in the amount of \$650,000 available for such improvement or purpose.

SECTION 4. Except for the State Grant and the BOE Contribution, in the event the United States of America, the State of New Jersey and/or the County of Middlesex make a contribution or grant in aid to the Borough for the improvements and purposes authorized hereby and the same shall be received by the Borough prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey and/or the County of Middlesex. Except for the State Grant and the BOE Contribution, in the event, however, that any amount so contributed or granted by the United States of America, the State of New Jersey and/or the County of Middlesex shall be received by the Borough after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Borough as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Borough, provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer of the Borough. The Chief Financial Officer of the Borough shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer of the Borough upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be

renewed from time to time in accordance with the provisions of N.J.S.A. 40A:2-8.1. The Chief Financial Officer of the Borough is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer of the Borough is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses and are improvements or purposes which the Borough may lawfully undertake as general improvements or purposes, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The period of usefulness of said improvements or purposes within the limitations of the Local Bond Law, according to the reasonable life thereof

computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Borough and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$650,000, and the said bonds or notes authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes hereinbefore described.

SECTION 8. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the bonds or notes authorized by this bond ordinance. The bonds or notes shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the principal of the bonds or notes and the interest thereon without limitation as to rate or amount.

SECTION 9. The Borough reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Borough's official intent to reimburse any expenditures

toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulations §150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized herein is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Borough covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended of the interest on all bonds and notes issued under this bond ordinance.

SECTION 11. The Chief Financial Officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough, which are authorized herein, and to execute such disclosure document on behalf of the Borough. The Chief Financial Officer of the Borough is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: March 15, 2022**

**JENNIFER SANTIAGO,
Clerk of the Borough of Highland Park**

**ADOPTED ON SECOND READING
DATED: April 5, 2022**

**JENNIFER SANTIAGO,
Clerk of the Borough of Highland Park**

APPROVED BY THE MAYOR THIS 5TH DAY OF APRIL 2022.

**GAYLE BRILL MITTLER,
Mayor**

BOROUGH OF HIGHLAND PARK
No. 4-22-93

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, "CAPITAL ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE HIGHLAND PARK PUBLIC LIBRARY, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY, IN THE AMOUNT OF \$944,929.00", 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: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
CAPITAL ORDINANCE NO. 22-2046

CAPITAL ORDINANCE PROVIDING FOR IMPROVEMENTS TO THE
HIGHLAND PARK PUBLIC LIBRARY, IN THE COUNTY OF MIDDLESEX,
STATE OF NEW JERSEY, IN THE AMOUNT OF \$944,929.00

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

SECTION 1: The improvements or purposes described in Section 2 of this ordinance is hereby authorized as a general capital improvement to be undertaken by the Borough of Highland Park, in the County of Middlesex, State of New Jersey. For the improvements or purposes described in Section 2, there is hereby appropriated the sum of \$944,929.00, said sum being inclusive of \$472,465.00 from a grant from the Library Construction Bond Act Program and \$472,464.00 from the Borough of Highland Park's general capital fund balance.

Section 2: The improvements hereby authorized to be undertaken consist of improvements to the Highland Park Public Library in accordance with the scope of work approved by the New Jersey Library Construction Bond Act (LCBA) Program, Application #: 02-12-1001.

Section 3: The expenditure of \$472,465.00 from the Library Construction Bond Act Program and \$472,464.00 from the Borough of Highland Park's general capital fund balance, for the purpose set forth in Section 2 hereof, is hereby authorized and approved.

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

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

Introduced on first reading by title: March 15, 2022

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
No. 4-22-94

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, "AN ORDINANCE PURSUANT TO THE NEW JERSEY LOCAL LANDS AND BUILDING LAW, N.J.S.A. 40A:12-14(C) AUTHORIZING LEASES FOR 212 RARITAN AVENUE AND 101 RARITAN AVENUE BY THE BOROUGH OF HIGHLAND PARK", passed on final reading at this meeting be delivered to the Mayor for his/her approval, and if approved by him, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of Neptune, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK

ORDINANCE NO. 22-2047

AN ORDINANCE PURSUANT TO THE NEW JERSEY LOCAL LANDS AND BUILDING LAW, N.J.S.A. 40A:12-14(C) AUTHORIZING LEASES FOR 212 RARITAN AVENUE AND 101 RARITAN AVENUE BY THE BOROUGH OF HIGHLAND PARK

WHEREAS, the Borough of Highland Park is the owner of 212 Raritan Avenue which is currently being utilized on the 1st floor by Main Street Highland Park and utilized on the 2nd floor by the Reformed Church of Highland Park – Affordable Housing Corporation (RCH-AHC) as an emergency shelter; and

WHEREAS, the Borough of Highland Park also owns 101 Raritan Avenue and wishes to lease said property to the Lower Raritan Watershed Partnership; and

WHEREAS, the tenants in both properties are nonprofit corporations and provide valuable services to the Borough of Highland Park Community.

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

1. The Mayor and Clerk of the Borough of Highland Park are hereby authorized and directed to enter into Lease Agreements for 212 Raritan Avenue, 1st floor with Main Street Highland Park, and for the 2nd floor for the Reformed Church of Highland Park – Affordable Housing Corporation (RCH-AHC).
2. The Mayor and Clerk of the Borough of Highland Park are hereby further authorized to enter into a Lease Agreement for 101 Raritan Avenue with the Lower Raritan Watershed Partnership.
3. The leases hereby authorized are on file with the Office of the Borough Clerk and may be inspected during regular office hours.
4. This Ordinance shall take effect upon its passage and publication as required by law.

Introduced and Passed on first
Reading by Title: March 15, 2022

Adopted: _____, 2022

Approved: _____, 2022

Attest:

Jennifer Santiago, Municipal Clerk

Gayle Brill-Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 4-22-95

RESOLUTION: Finance Committee

WHEREAS, an Ordinance entitled, “CALENDAR YEAR ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)”, has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, April 19, 2022, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

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

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

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY
ORDINANCE NO. 22-2048
CALENDAR YEAR ORDINANCE TO EXCEED THE MUNICIPAL
BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)

WHEREAS, the Local Government Cap Law, N.J.S. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Borough Council of the Borough of Highland Park in the County of Middlesex finds it advisable and necessary to increase its CY 2022 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Borough Council hereby determines that a 3.5% increase in the budget for said year amounting to **\$141,863.78** in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Borough Council of the Borough of Highland Park hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Borough Council of the Borough of Highland Park, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2022 budget year, the final appropriations of the Borough of Highland Park shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to **\$496,523.23** and that the CY 2022 municipal budget for the Borough of Highland Park be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance, upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced and passed on first reading by title: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

ADOPTED:

APPROVED:

ATTEST:

Jennifer Santiago
Borough Clerk

Gayle Brill Mittler
Mayor

BOROUGH OF HIGHLAND PARK
NO. 4-22-96

RESOLUTION: Finance Committee

WHEREAS, an Ordinance entitled, “AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MERCER, STATE OF NEW JERSEY CONCERNING REGULATIONS FOR WRECKER OPERATORS AND AMENDING THE “CODE OF THE BOROUGH OF HIGHLAND PARK”. has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, April 19, 2022, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

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

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

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
ORDINANCE NUMBER 22-2049

AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MERCER,
STATE OF NEW JERSEY CONCERNING REGULATIONS FOR WRECKER OPERATORS
AND AMENDING THE "CODE OF THE BOROUGH OF HIGHLAND PARK".

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

1. The current Chapter 407 of the "Code of the Borough of Highland Park" which sets forth regulations for wrecker operators within said Borough be and the same is hereby REPEALED AND REPLACED with the following updated provisions of Chapter 407.

Chapter 407.

WRECKERS

§ 407-1. Short Title. This Chapter shall be known and may be called the "Borough of Highland Park Wrecker Ordinance."

§ 407-2. Definition. As used in this Section:

Cruising shall mean the driving of a "wrecker" along any Borough street for the purpose of soliciting business in the Borough.

Owned shall mean owned, rented or leased.

Owner shall mean one who owns, rents or leases.

Wrecker shall mean a vehicle used for the purpose of towing, transporting or otherwise removing any and all kinds of vehicles which are disabled.

Automobile means a private passenger automobile of a private passenger or station wagon type that is owned or hired and is neither used as a public or livery conveyance for passengers nor rented to others with a driver; and a motor vehicle with a pickup body, or delivery sedan, a van, or a panel truck or a camper type vehicle used for recreational purposes owned by an individual or by husband and wife who are residents of the same household, not customarily used in the occupation, profession or business of the insured other than farming or ranching. An automobile owned by a farm family co-partnership or corporation, which is principally garaged on a farm or ranch and otherwise meets the definitions contained in this section, shall be considered a private passenger automobile owned by two or more relative's resident in the same household.

Basic Towing Service means the removal and transportation of an automobile from a highway, street or other public or private road, or a parking area, or from a storage facility, and other services normally incident thereto, but does not include recovery of any automobile from a position beyond the right-of-way or berm, or from being impaled upon any other object within the right-of-way or berm.

Motor Vehicle includes all vehicles propelled otherwise than by muscular power, except such vehicles as run only upon rails or tracks, or motorized bicycles.

Motor Vehicle Crash means an occurrence in which a private passenger automobile comes in contact with any other object for which the private passenger automobile must be towed or removed for placement in a storage facility. This includes all situations which are accidental as to the insured even if they were caused by the intentional acts of a perpetrator where the perpetrator was not the insured or not otherwise involved with the insured.

Tow Operator means a person engaged in the business of towing and storing motor vehicles or offering the services of a tow vehicle or tow truck and storage services.

Tow Vehicle or *Tow Truck* means those vehicles equipped with a boom or booms, winches, slings, tilt beds, wheel lifts or under-reach equipment specifically designed by their manufacturer for the removal or transport of motor vehicles, including flatbed vehicles, employed for the purpose of towing, transporting, conveying and/or removing motor vehicles which are unable to be operated under their own power from one place to another for which a charge or fee is extracted.

Tow Vehicle Base of Service means the towing operator's principal place of business where the tow vehicle is stationed when not in use.

Outside Secured means an automobile storage facility that is not indoors and is secured by a fence, wall or other man-made barrier that is at least six feet high and is installed with a passive alarm system or a similar on-site security measure. The facility is to be lighted at night.

Outside Unsecured means an automobile storage facility that is not indoors and is not secured by a fence, wall or other man-made barrier, and all other storage facilities not defined above as inside building or outside secured.

Storage Charges for a 24-Hour Period means the maximum allowable amount to be charged by a storage facility for a 24-hour period or fraction thereof. A new 24-hour period begins at 12:01 A.M.

Borough means the Borough of Highland Park.

§ 407-3. Expiration. All licenses issued under this Section shall be issued to expire and shall expire on the last day of February, or the expiration date of insurance, unless sooner suspended or revoked by the Borough Council as hereinafter provided.

§ 407-4. License Fees. The fee for a license for a wrecker shall be two hundred (\$200.00) dollars per year and the fee for any such license issued on or after September 1st of any year shall be one hundred (\$100.00) dollars. All fees shall be payable to the Borough Clerk.

§ 407-5. Application for Wrecker License.

Any company interested in towing for the Borough of Highland Park shall pick up an application from Police Headquarters. The forms shall be stated under oath. All companies shall submit the application for a towing license and return it to the Chief of Police or his designee. This application will consist of name of the company or trade name, business owner information such as name, business address, contact phone numbers, size of storage lot, security features and location where customers will come and claim stored vehicles. A company agrees to provide service on a twenty-four hour a day basis each day of the year. Photos of all the equipment and storage facilities will be forwarded with the application. Complete listing of the insurance policies, carriers and agents the owner would place into effect upon license approval. A statement that the towing company / owner indemnify and hold harmless the Borough in the event that any claim or recovery is made against the Borough arising out of the towing and storage of vehicles. Upon completion of the application and investigation of the application, the Chief of Police or his designee will forward a copy of the application to the Borough of Highland Park Council along with a letter of recommendation for approval or disapproval of the license with the reasons if any.

§407-6. Application for a Heavy-Duty Wrecker License

Any company interested in towing heavy duty vehicles for the Borough of Highland Park shall pick up an application from Police Headquarters. The forms shall be stated under oath. All companies shall submit the application for a towing license and return it to the Chief of Police or his designee. This application will consist of name of the company or trade name, business owner information such as name, business address, contact phone numbers, size of storage lot, security features and location where customers will come and claim stored vehicles. A company agrees to provide service on a twenty-four hours a day basis each day of the year. Photos of all the equipment and storage facilities will be forwarded with the application. Complete listing of the insurance policies, carriers and agents the owner would place into effect upon license approval. A statement that the towing company / owner indemnify and hold harmless the Borough in the event that any claim or recovery is made against the Borough arising out of the towing and storage of vehicles. Upon completion of the application and investigation of the application, the Chief of Police or his designee will forward a copy of the application to the Borough of Highland Park Council along with a letter of recommendation for approval or disapproval of the license with the reasons if any.

§407-7. Standards of Performance.

All operators of the licensed towing company who have entered into contracts with the Borough shall be obligated to comply with the following duties:

- (A) Remove and tow to the designated location all vehicles directed by the Borough of Highland Park to be removed and towed because such vehicles are designated as abandoned, illegally parked, disabled, involved in a motor vehicle crash, or to be impounded.**
- (B) Store such vehicles in accordance with this ordinance.**
- (C) Provide twenty-four hour, seven-days a week service to the Borough during the terms of the contract.**
- (D) Respond promptly to all requests for towing service. In any event, the wrecker shall respond and be present at the location for service in 15 minutes of receipt of notice of the towing requirement between the hours of 8 a.m. and 4:30 p.m. (daytime), and within 20 minutes of receipt of notice between the hours of 4:30 p.m. and 7:59 a.m. (nighttime). In the event a wrecker does not arrive at the call for service within the above time periods, the police officer on scene shall have the right to have the next company on the rotation called to the location who will then have the right to perform the service. The original company contacted shall have no right to payment from any party.**
- (E) Clean up all broken glass, debris and fluid spill at the scene of accidents, which work may be billed to the vehicle owner.**
- (F) When a police officer indicates to an operator that a vehicle is being impounded, the licensed towing company shall not release the vehicle until authorization is received to do so by the police department. A police officer may indicate to an operator that a vehicle is being impounded via written notice or verbally (as long as the verbal notice is captured on the police officer's body worn camera (BWC). Authorization to release a vehicle should be sent to a towing company via fax or email. The officer-in-charge (OIC) or their designee may provide such authorization verbally over a recorded telephone line.**
- (G) Furnish additional towing equipment and services during storm periods of snow emergencies, traffic emergencies and natural disasters.**
- (H) Maintain records of all vehicles towed by the Borough of Highland Park along with a report of personal property found with the vehicle and an accounting of all monies received for fees for towing. The Chief of Police or his designee shall have access upon request to any and all invoices and records required.**

- (I) In all of the wrecker's dealings with the public, the wrecker operator/owner shall act in a professional manor, courteous at all times and respectful to the public, as well as representative of the Borough.
- (J) The towing company must have a permanent place of business.
- (K) The towing company shall also accept payment in either cash or a valid major credit card.
- (L) The towing company shall not release any impounded vehicles from their facility until written authorization from the Police Department is received. This authorization may be received via facsimile or electronic mail.

§ 407-8. Suspension, Termination, & Appeals due to Violating the Standards of Performance

The Chief of Police or his designee are empowered to take the following actions:

- A. Vendors may be removed or suspended from the towing list for three failures to respond in a timely basis, failure to demonstrate the skills necessary to perform towing and recovery in a safe, prompt and efficient manner, or three unresolved customer complaints.
- B. Termination may occur if the application is fraudulent, the owner's insurance is canceled, or if there is evidence indicating a pattern of consumer fraud and/or a serious violation as determined by the Borough of Highland Park or the Chief of Police or his designee.
- C. Vendor should be able to appeal any disciplinary actions against them to the Chief of Police or his designee. If not satisfied with the Chief of Police or his designee, an appeal may be made with the Borough of Highland Park.
- D. Any equipment violations by State, US DOT or FMCSA will be suspended until all violations are corrected.

§ 407-9. Issuance of License. Upon approval of the application by the Borough Council, upon receipt of payment from the applicant of the proper license fee for each wrecker license; and upon receipt of insurance policies approved by the Borough Attorney, the Borough Clerk shall issue a license dated in accordance with the expiration date stated herein.

§ 407-10. Insurance Policies. No wrecker shall be licensed hereunder, nor shall any licensed wreckers be operated within the Borough unless there shall be deposited with the Borough Clerk the following insurance policies or certificates of insurance:

- A. *Auto Garage Keepers' Policy.* Auto Garage Keepers' Legal Liability Policy, covering fire, theft and explosion and collision in the minimum amount of fifty thousand

(\$50,000.00) dollars and collision coverage subject to one hundred (\$100.00) dollar deductible with each accident deemed a separate claim.

B. *Auto Garage Legal Liability Policy.* Auto Garage Legal Liability Policy covering the operation of the licensee's equipment or wrecker and bodily injury and property damage. This policy will be in the amount of two hundred fifty thousand (\$250,000.00) dollars per person and five hundred thousand (\$500,000.00) dollars per accident for bodily injury or five hundred thousand (\$500,000.00) dollars combined single limit, and in the amount of one hundred thousand (\$100,000.00) dollars for property damage. Each policy herein must contain an endorsement providing ten (10) days' notice to the Borough in the event of any material change therein or intention to cancel the policy for any cause. In the event that any policy is changed so as to fail to conform with any of the above requirements, or if any policy of insurance is to be canceled for any reason, the Chief of Police shall notify the person responsible for the policy and it shall be corrected or reinstated or replaced with a conforming policy within ten (10) days after the notice is received by the Borough, but before the date of cancellation. If the policy or certificate is not corrected, reinstated or replaced prior to the date of cancellation, the Chief of Police shall immediately suspend the wrecker license and shall pick up from the owner all proof of licensing, including any stickers, cards or other means of identification.

C. The Borough of Highland Park shall be named an additional insured on all policies and certificates at the expense of the applicant or licensee. Copies of same must be filed with the Borough Clerk.

§ 407-11. Fee Schedule.

- A. No person shall be liable to any tow operator who tows or stores an automobile for any fees in excess of the following:

Basic Towing Service Fees	
	Maximum Fee
Days:	
1 mile or less	\$115
Each additional mile	\$3.50
Nights, weekends and New Jersey State holidays:	
1 mile or less	\$125
Each additional	\$4
Vehicles over 12,500 pounds, straight truck	\$120 plus \$5 per mile
Vehicles in excess of 12,500 pounds, tractor trailer	\$325 plus \$7 per mile
Storage Fees	
Inside building	\$50 per day
Outside secured storage	\$35 per day
Accident Fees	
Clean up depending on severity	\$50 plus cost of material(s)
Labor	\$75 per hour/per man/half hour rate applied
Administrative fees/yard fees	\$35
Waiting times	\$25 per 15 minutes
Road service calls (tire repair/lockouts, etc.)	\$75
Other Fees	
Decoupling fee	TBD
Decoupling fee and Related fees	TBD

B.

(1) All tow operators or storage facilities shall comply with the requirements of N.J.S.A. 56:13-7 et seq. and any and all regulations promulgated by the New Jersey Department of Law, Division of Consumer Affairs. As required by N.J.S.A. 40:48-2.54.b all complaints and

disputes arising from the towing and storage of motor vehicles without the consent of the owner shall be called to the attention of the Chief of Police in writing to be investigated and resolved.

(2) Applicability of rates.

(a) When towing services are required at the scene of an automobile crash, the Day rate shall apply when the time of the accident is between 8:00 a.m. and 4:30 p.m. Monday through Friday, except New Jersey State holidays. The Night, Weekend and Holiday rate shall otherwise apply.

(b) When towing services are otherwise required, the Day rate shall apply when the vehicle is transported (pickup to delivery) entirely between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, except New Jersey State holidays. The Night, Weekend and Holiday rate shall otherwise apply.

C. Storage fees are for each 24 hour period or fraction thereof. A new 24 hour period begins at 12:01 a.m.

(1) No person shall be liable to any tow operator for any other towing or storage services for any fees in excess of the licensee's approved fee schedule. Current fee schedules shall be submitted for approval on an annual basis at the time of application for license renewal.

(2) When basic towing services are rendered there shall be no additional charges other than those provided for in (a) above, including but not limited to waiting time, winching, cleanup costs and additional labor.

(3) Towing rates shall be calculated based on the total distance traveled from the tow vehicle's base of operations to the job site and return, by way of the shortest available route. Fractions shall be rounded to the nearest whole.

(4) Tow vehicles transporting multiple vehicles at one time may charge the applicable fee for each vehicle transported.

(5) Upon the request of the Police Department, some parked, unoccupied vehicles may be moved from one location to another within the Borough. When these requests are made, the operator shall charge the designated movement + decoupling fee. This bill shall be sent to the registered owner via certified USPS mail. A copy of the bill shall also be sent to the Chief of Police or his designee. The vendor may choose to charge the registered owner any USPS fees incurred. If full payment is not made within 90 days after proof of service, the vendor may submit the debt to a collections agency.

§ 407-12. Requirement for Driver. No person shall drive a wrecker who is under the age of eighteen (18) years and who has not in his/her possession a license duly issued to him to operate a motor vehicle in the State of New Jersey.

§ 407-13. Duties of Licensee. A wrecker license hereunder shall be issued subject to the following conditions:

- A. No licensee, employees or agents shall solicit or engage in "cruising", demand or receive from any persons, any pay, commission or emolument whatever, except the proper fee authorized for transporting the disabled vehicle in accordance with the schedule of service rates listed in subsection 407-11.
- B. Licensees shall keep and maintain towing equipment which is adequate to perform such towing in a reasonably workmanlike manner.
- C. Each licensee shall record in a book kept solely for such purpose the details of each vehicle towed, serviced or transported by him/her or his/her agents or employees, together with full information concerning the details surrounding the hire, the name of the owner of the towed vehicle and of the patron engaging him/her; which book shall be open for inspection at all times to a duly authorized representative of the Police Department of the Borough or a duly authorized representative of the Borough Council.

§ 407-14. Rotating Call List.

Vendor must present for service one truck, consisting of one flatbed, which meet the following minimum requirements:

- A.
10,000 pounds GVWR minimum commercially manufactured
- B.
Dual rear wheels
- C.
3,000 pounds minimum wheel lift capacity
- D.
8,000 pounds minimum winch capacity
- E.
Vehicle manufacture serial place must be legible for inspection
- F.
3/8" x 100' winch cable
- G.
(2) Safety chains 3/8" x 10" with a minimum of grade 7
- H.
Wheel lift safety straps
- I.
Motorcycle towing equipment

J.
Amber Emergency lights (with a valid permit from the State of New Jersey)

K.
Two work lights rear facing

L.
Jumper box

M.
Flashlight, Fire extinguisher, first aid kit, one box Traffic Triangles

N.
5-gallon US dot approved gas can

O.
Lug wrench / jack

P.
Broom & shovel speedy dry

Q.
Traffic Vest min class 2 ANSI 1999 or above

R.
17' or longer hydraulically operated 8,000 lb. bed

S.
(2) Tire Skates and (4) point tie down straps

T.
Must comply with all laws of the State of New Jersey and all Federal laws, including but not limited to the inspection requirements set forth in 49 C.F.R. 396 and other applicable regulations of the United States Department of Transportation ("US DOT") and the Federal Motor Carrier Safety Administration ("FMCSA") set forth at 49 C.F.R. 105, et seq.

§ 407-15. Heavy Duty Rotating Call List

Heavy Duty / Service vendors shall tow any vehicle that is over 10,000 pounds GVWR.

A.
(2) 33,000 pounds GVWR minimum commercially manufactured chassis, hydraulic with a boom and under reach

B.
Air brakes

C.
One truck with a minimum towing capacity of 80,000 pounds

D.
5/8" x 200' cable

E.
(2) Safety chains 1/2 x 8' alloy

- F.
(4) Winching chains 1/2 x 8' alloy
- G.
(4) Chain Binders
- H.
(2) Recovery Straps 6" x 20' or longer
- I.
Axle lift safety straps or equivalent retention device
- J.
(2) 12-ton Snatch Blocks
- K.
Amber lights (with a valid permit from the State of New Jersey)
- L.
Two work lights rear facing
- M.
Assortment of wood blocks and boards
- N.
Assortment of tools
- O.
Tow light bar or magnetic tow lights
- P.
Hydraulic bottle jack
- Q.
Flashlight, Fire extinguisher and first aid kit
- R.
Broom & Shovel
- S.
(1) Air cushion recovery system with air pump, lifting capacity of 100,000 pounds
- T.
Semi-tractor with fifth wheel or wrecker with fifth wheel attachment
- U.
Must comply with all laws of the State of New Jersey and all Federal laws, including but not limited to the inspection requirements set forth in 49 C.F.R. 396 and other applicable regulations of the United States Department of Transportation ("US DOT") and the Federal Motor Carrier Safety Administration ("FMCSA") set forth at 49 C.F.R. 105, et seq.

§ 407-16. Application.

a. Except as to the prohibition against cruising, the provisions of this Section are applicable to the engaging of wreckers by the Borough Police Department either on its own initiative or at the request of owners, drivers, or lessees of vehicles requiring the service of wreckers.

b. Nothing in this Section shall prevent the owner, lessee, agent or driver of a vehicle which is disabled, from calling a wrecker of his/her choice to remove his/her vehicle provided there is no obstruction of traffic or public right-of-way, or unless a police officer at the scene determines that the wrecker cannot arrive at the scene within the time limits specified in Subsection 407.7.D. and the safety of persons or motorists may be jeopardized thereby. Charges for such service shall be such rate as is agreed upon between the owner, lessee, agent or driver and the wrecker selected.

§ 407-17. Police Powers. The Police Department shall have the power to require wreckers to remove vehicles immediately where:

- A. There is obstruction of public right-of-way or private property.
- B. A vehicle has been vandalized or presents a fire or safety hazard or an attractive nuisance.
- C. An abandoned vehicle bears no discernible registration or identification data.
- D. An abandoned vehicle is not licensed or operable.
- E. A vehicle is reasonably believed to have been involved in the commission of a public offense.
- F. A vehicle is violating any emergency, or "no parking" provisions as set forth in Chapter VII Traffic.
- G. A vehicle is violating Section 278-6 of this Code.
- H. Any other condition where permitted or required by law.
- I. The Chief of Police shall promulgate such rules, regulations and procedures, not inconsistent with this Chapter, as may be reasonable and necessary to carry out the provisions of this Chapter. Copies thereof shall be provided to all licensed tow operators and shall be made available to the public, along with copies of current fee schedules, during normal business hours. Failure to comply with applicable rules, regulations and procedures may be cause for evocation of a tow operator's license.
- J. The Chief of Police is hereby designated to enforce the provisions of this Chapter and any applicable rules and regulations.

§ 407-18. Borough Not to be Held Liable. Since the bailment of impounded vehicles is solely for the benefit of the public at large, the Borough, its agents or employees, shall assume no liability to owner of any such vehicles or any other party, arising out of the removal, impoundment and disposition of any vehicles pursuant to this Section and otherwise in accordance with law.

§ 407-19. Licenses Limited. It is hereby determined under the lawful exercise of the police power of the Borough that the public convenience and necessity require that the number of wreckers to be licensed with the Borough shall be limited to fifteen (15) because of the limited area of the Borough.

§ 407-20. Penalty. Any person who shall violate any of the provisions of this Section shall upon conviction be punished by a fine not less than twenty-five (\$25.00) dollars and not to exceed the penalty as established in Section 1-5 of this Code.

In addition, the Mayor and Council, after a hearing, may revoke or suspend any license issued hereunder or may refuse to renew any license previously issued hereunder for violation of any of the provisions of this Section.

§ 407-21. On Call Towing List.

- A. The Chief of Police shall maintain a list of those tow operators licensed by the Borough to respond to calls from the Borough Police Department. In order to be included on the on-call towing list, an applicant must meet all of the requirements of this Chapter.
- B. Calls to tow operators on the on-call list shall be made on a non-discriminatory rotating basis, pursuant to procedures established by the Chief of Police. Nothing herein shall prohibit the Chief of Police or his designee from calling a tow operator out of sequence or seeking the services of a tow operator not on the on-call list if the circumstances require specialized equipment or if the interests of public safety so require.
- C. The fees to be charged for towing and storage services shall be as set forth in Section 407-11. The Borough shall not be liable for the cost of any towing and/or storage services unless those services are performed on a municipal vehicle.
- D. **Inclusion on the on-call towing list shall be automatically revoked upon expiration or revocation of the tow operator's license. The Chief of Police may also suspend a licensed tow operator's inclusion on the on-call towing list for such period of time as he considers appropriate for violations of performance standards as set forth previously in this Chapter.**
- E. Nothing in this section shall prohibit a motorist or motor vehicle owner from summoning a tow operator of his or her own choosing, except that any Borough Police Officer at the scene of an incident requiring towing services shall be

responsible for making the final determination as to when towing shall take place and which tow operator shall be called.

- F. All vehicles towed at the request of the Borough must be removed to an approved storage facility unless the owner or operator of the vehicle specifically requests that it be towed to another destination. Any Borough Police Officer at the scene shall be responsible for making the final determination as to the towing destination.
2. This ordinance shall take effect upon its passage and publication as provided for by law.

Introduced and Passed on First Reading: April 5, 2022

Adopted: _____, 2022

Approved: _____, 2022

Attest: _____
Jennifer Santiago, Municipal Clerk

Gayle Brill-Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 4-22-97

RESOLUTION: Finance Committee

WHEREAS, an Ordinance entitled, “AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX COUNTY AMENDING CHAPTER 9 OF THE “CODE OF THE BOROUGH OF HIGHLAND PARK” BY ADDING THERETO ARTICLE XXIV RECONSTITUTING THE SHADE TREE ADVISORY COMMITTEE.”. has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, April 19, 2022, at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

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

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

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK
ORDINANCE NO. 22-2050**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX
COUNTY AMENDING CHAPTER 9 OF THE “CODE OF THE BOROUGH OF
HIGHLAND PARK” BY ADDING THERETO ARTICLE XXIV RECONSTITUTING
THE SHADE TREE ADVISORY COMMITTEE.**

WHEREAS, the Shade Tree Advisory Committee has been reconstituted annually by Resolution; and

WHEREAS, the Borough Council of the Borough of Highland Park wishes to include the Shade Tree Advisory Committee as a part of the Borough of Highland Park Code.

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

1. The “Code of the Borough of Highland Park” is amended by adding to Chapter 9 the following new Article XXIV so as to reconstitute as a part of said Code the Shade Tree Advisory Committee and shall read as follows:

**ARTICLE XXIV
SHADE TREE ADVISORY COMMITTEE**

Section 9-103. Creation.

The Mayor and Council hereby create the Shade Tree Advisory Committee (“STAC”).

Section 9-104. Appointment.

STAC shall consist of fifteen (15) members who are residents of the Borough of Highland Park. All members, including the designation of a chairperson, shall be appointed by the Mayor with the advice and consent of the Borough Council.

Section 9-105. Powers and Duties.

The STAC shall have the following responsibilities:

- A. Advise the Department of Public Works on the care and planting of shade and ornamental trees and shrubbery now located or which may hereafter be planted on any street, highway and public place either owned or maintained by the Borough, except those areas zoned Central Business District, Commercial District and Professional Office District;
- B. Advise the Department of Public Works on the use of ground surrounding said trees and shrubbery, as may be necessary for their proper growth, care and protection now located or which may hereafter be planted on any street, highway and public place

- either owned or maintained by the Borough, except those areas zoned Central Business District, Commercial District and Professional Office District;
- C. Advise the Department of Public Works on the removal of any trees and shrubbery, or part thereof, and advise on subsequent replantings as appropriate for trees and shrubbery now located or which may hereafter be planted on any street, highway and public place either owned or maintained by the Borough, except those areas zoned Central Business District, Commercial District and Professional Office District;
 - D. Advise Borough officials on the passage, alteration, amendment and repeal of ordinances necessary for carrying out the provisions hereof;
 - E. Encourage arboriculture and horticulture;
 - F. Maintain the tree inventory; and
 - G. Develop and maintain a comprehensive master plan for planting and maintenance; and
 - H. Develop and maintain Highland Park's Native Plant Reserve located on Borough property near River Road, with sole authority for the care, planting and removal, of any plant, shrub or tree within the boundaries of the Native Plant Reserve.
2. This Ordinance shall take effect upon its passage and publication as provided for by law.

Introduced and Passed on First Reading by Title: April 5, 2022

ADOPTED: _____, 2022

ATTEST:

APPROVED: _____, 2022

Jennifer Santiago
Borough Clerk

Gayle Brill Mittler
Mayor

**BOROUGH OF HIGHLAND PARK
RESOLUTION NO. 4-22-98
MUNICIPAL BUDGET NOTICE**

Section 1.

Municipal Budget of the _____ BOROUGH _____ of _____ HIGHLAND PARK _____, County of _____ MIDDLESEX _____ for the Fiscal Year 2022

Be it Resolved, that the following statements of revenues and appropriations shall constitute the Municipal Budget for the year 2022:

Be it Further Resolved, that said Budget be published in the _____ HOME NEWS TRIBUNE _____

in the issue of _____ APRIL 8 _____, 2022

The Governing Body of the _____ BOROUGH _____ of _____ HIGHLAND PARK _____ does hereby approve the following as the Budget for the year 2022:

RECORDED VOTE
(Insert Last Name)

Ayes	Nays	Abstained	Absent
[Dotted Box]	[Dotted Box]	[Dotted Box]	[Dotted Box]

Notice is hereby given that the Budget and Tax Resolution was approved by the _____ COUNCIL MEMBERS _____ of the _____ BOROUGH _____ of _____ HIGHLAND PARK _____, County of _____ MIDDLESEX _____, on _____ APRIL 5 _____, 2022. A Hearing on the Budget and Tax Resolution will be held at _____ BOROUGH HALL _____, on _____ MAY 3 _____, 2022 at _____

7:00 P.M. o'clock _____ at which time and place objections to said Budget and Tax Resolution for the year 2022 may be presented by taxpayers or other interested persons.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

BOROUGH OF HIGHLAND PARK
NO. 4-22-99

RESOLUTION TO INTRODUCE 2022 MAIN STREET HIGHLAND PARK BUDGET

RESOLUTION: Economic Development and Planning Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following statements of revenues and appropriations shall constitute the Main Street Highland Park Budget for the year 2022;

BE IT FURTHER RESOLVED that said Budget be published in the Home News Tribune, Asbury Park, NJ, in the issue of April 8, 2022.

The Governing Body of the Borough of Highland Park does hereby approve the following as the Main Street Highland Park Budget for the year 2022:

<u>Income</u>	
Government Grants	35,000.00
Special Assessment (BID)	166,474.00
Fees/Sponsorships	22,070.00
Reserves	<u>56,000.00</u>
Total Income	\$ 279,544.00
<u>Expense</u>	
Administration and General	\$ 190,979.65
Program Expense	<u>88,550.00</u>
Total Expense	\$ 279,529.65
<u>Budget Surplus/(Deficit)</u>	\$ 14.35

Notice is hereby given that the Main Street Highland Park Budget and Resolution was approved by the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, on April 5, 2022.

A hearing on the Main Street Highland Park/Business Improvement District Budget will be held at the next Council Meeting, which, due to the COVID-19 pandemic will be taking place virtually on **May 3, 2022 at 7:00 o'clock PM** at which time and place objections to said Budget and Resolution for the year 2020 may be presented.

ROLL CALL: Ayes:
Nays:
Absent:
Abstain:

Introduced and approved on first reading April 5, 2022.

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

BOROUGH OF HIGHLAND PARK
NO. 4-22-100

**RESOLUTION AUTHORIZING A REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY CONSULTING SERVICES**

RESOLUTION: Finance Committee

WHEREAS, the Borough of Highland Park is in need of information technology consulting services; and

WHEREAS, N.J.S.A. 11-4.1, et seq., provides that competitive contracting may be used to procure specialized goods and services, the price of which exceeds the bid threshold; and

WHEREAS, N.J.S.A. 11-4.1(b)(3) states that competitive contracting may be used by local units for the operation, management or administration of data processing services.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Clerk is hereby authorized to advertise a notice for a Request for Proposals (RFP) for information technology support services Borough of Highland Park. The proposals will be received and evaluated in accordance with the instructions and methodology provided in the forthcoming RFP documentation.

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK
RESOLUTION NO. 4-22-101**

**RESOLUTION AUTHORIZING ACQUISITION OF THE PROPERTIES IDENTIFIED
AS BLOCK 1704, LOTS 44 AND 45 IN THE BOROUGH OF HIGHLAND PARK**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), on April 21, 2020 by Resolution 4-20-147 adopted by the Borough of Highland Park (the “**Borough**”), the Borough, as “redevelopment entity,” determined the properties located at Block 1704, Lots 44 and 45 in the Borough (the “**Properties**”) to be in an area in need of redevelopment with the power of eminent domain; and

WHEREAS, in accordance with the Redevelopment Law, by Ordinance 21-2030, on September 14, 2021, the Borough adopted the Downtown Redevelopment Plan for Tracts A-D; and

WHEREAS, the Redevelopment Plan, at pages 23 thru 34 therein, sets forth the proposed redevelopment of the site and depicts, on page 25 thereof, a multi-story, mixed-use project to be developed as a part of Phase 1 of the Tract A parcels; and

WHEREAS, the Properties complete the assemblage required to develop Phase 1; and

WHEREAS, such Properties are lack access to Raritan Avenue, are undersized with respect to lot area and constrained by a change in grade and steep slopes along Denison Street, essentially precluding any as-of-right development and are unlikely to be developed on their own; and

WHEREAS, Integra Realty Resources – Northern Jersey was retained by the Borough to appraise the Properties and, thereafter, performed an appraisal of the Properties and determined the Properties to have a combined value of \$40,000 (the “**Appraisal**”); and

WHEREAS, the Borough hereby certifies that there are funds available to acquire the Properties,

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

- 1) The recitals hereto are incorporated herein as if set forth at length.
- 2) The Borough Council accepts the value of the Properties set forth in the Appraisal and is satisfied the Appraisal has been performed in a competent manner and in accordance with applicable law.
- 3) The Borough Council authorizes the Borough to purchase the Properties for the sum of \$40,000, and the Borough is hereby authorized to enter into a contract and to sign all other documents necessary to consummate the acquisition of the Properties and effectuate this Resolution, subject to the review and approval of the Borough’s Counsel.

4) In the event that the Borough cannot, for any reason, acquire the Properties as a result of amicable negotiations, the Borough is hereby authorized to institute condemnation proceedings to acquire the Properties, pursuant to N.J.S.A. 20:3-1 et seq., and N.J.S.A. 40A:12A-8(c).

5) This resolution shall take effect immediately.

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



110 Fieldcrest Ave, #8, 6th Floor
Edison, NJ 08837
tel: 732-225-7000

March 9, 2022

Ms. Teri Jover
Borough Administrator
Borough of Highland Park
221 So 5th Ave
Highland Park, NJ 08904

Subject: Technical Proposal for Lead and Copper Rule Revisions (LCRR) Program Management Services – Phase 1 – Inventory and Planning

Dear Ms. Jover:

As a follow-up to our discussions, CDM Smith Inc. (CDM Smith) is pleased to provide this technical proposal to provide program management services to support Utility Services Affiliates (Highland Park), Inc. (USA-Highland Park) with the United States Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) and the New Jersey legislation accelerating several of the LCRR deadlines. As you are aware the LCRR went into effect as of December 16, 2021 which will require all utilities to be in compliance with the LCRR no later than October 16, 2024. Although the LCRR may undergo further revisions with the Lead and Copper Rule Improvements (LCRI), at this time, the LCRR is anticipated to consist of modifications to:

- Lead service line (LSL) materials inventories and definition of a LSL
- Requirements related to LSL replacements
- Compliance and system sampling
- School and daycare sampling
- Corrosion control
- Public education

The recently passed New Jersey legislation required a service line materials inventory to be submitted by January 22, 2022 and a Lead Service Line Replacement Program (LSLRP) Plan, along with a more detailed inventory, to be submitted by July 22, 2022. The New Jersey legislation also requires all LSLs to be removed by July 2031 and defines all galvanized services and lead goosenecks as “lead service lines” in addition to lead and lead-lined pipe.

At this time, USA-Highland Park wishes to take a proactive approach to managing their compliance with the LCRR and is considering a multi-phase program which will likely consist of the following phases:

- Phase 1 – Program Planning and Initial Tasks
- Phase 2 – Program and Construction Management Support
- Phase 3 – Transition Compliance Tasks to Highland Park

The ultimate goal of this multi-phase approach is that USA-Highland Park and CDM Smith work collectively in managing the LCRR program with the expectation that compliance oversight of the program will transition completely to Highland Park and their licensed water system operator, USA-Highland Park during Phase 3, prior to the compliance date in October 2024.

Scope of Services

CDM Smith's technical approach and scope of services is attached and consists of the following tasks to support Phase 1 (Program Planning and Initial Tasks) of USA-Highland Park's program:

- Task 1.1 – Inventory Development
- Task 1.2 – Lead Service Line Replacement Program Planning
- Task 1.3 – Public Communications

This work is planned to be performed by CDM Smith between March 2022 and December 2022 in accordance with the attached schedule. The scope of work associated with Phases 2 and 3 is dependent on the results of Phase 1 and will be provided separately at a later date.

Project Team

CDM Smith proposes the following project team to fulfill this scope of services.

- Sandra L. Kutzing, P.E., PMP – LCRR Program Manager, Technical Director
- Courtney Schaumberg – Project Manager
- Brian Kearney, P.E. – Senior Engineer Reviewer
- Danielle DeSimone – Project Engineer
- Jen Angell – GIS/Data Analyst
- Evan Wilson – Data Technology



Ms. Teri Jover
March 9, 2022
Page 3

- Rose Hanson – Public Education Support
- Robin Sasek – Graphics Designer

Level of Effort

CDM Smith proposes to perform the scope of services outlined in the technical proposal for Phase 1 (Inventory and Planning) of this program as follows:

Task	CDM Smith Labor Hours	CDM Smith Labor Cost	CDM Smith Other Direct Costs	Total Cost
Task 1.1 – Inventory Development	406	\$ 45,300	\$500	\$ 45,800
Task 1.2 – Lead Service Line Replacement Program Planning	118	\$ 15,500	\$350	\$ 15,800
Task 1.3 – Public Communications	58	\$ 7,400	\$1,500	\$ 8,900
Totals	582	\$ 68,200	\$ 2,350	\$ 70,500

CDM Smith proposes to perform this work for the lump sum price of \$70,500 in accordance with the attached terms and conditions. A detailed breakdown of this cost is attached.

CDM Smith appreciates the opportunity to provide service to USA-Highland Park on this important program.

Should you have any question as you review the above, please do not hesitate to contact me at (732) 590-4741.

Sincerely,

Sandra L. Kutzing P.E.
Vice President
CDM Smith Inc.

Attachments

cc:

File

Highland Park_LCRR_Phase1_ProposalLtr_03-09-22



Scope of Services

Lead and Copper Rule Revisions (LCRR) Program Management Services – Phase 1 – Inventory and Planning

Background

The Borough of Highland Park (Highland Park) owns the Highland Park water system, which is operated and managed by Utility Services Affiliates Highland Park (USA-Highland Park), a Middlesex Water Company (MWC) subsidiary. The Highland Park water main network has an overall length of approximately 40 miles and has pipelines sizes up to 20 inches. The system has approximately 3,670 accounts and serves approximately 14,000 customers. The United States Environmental Protection Agency (EPA) has assigned the Highland Park system with a Public Water System Identification (PWSID) number of NJ1207001.

Highland Park is currently in compliance with EPA's Lead and Copper Rule (LCR). However, the Lead and Copper Rule Revisions (LCRR) requires several changes to be in place by a compliance date of October 16, 2024. Although the LCRR may undergo further revisions with the Lead and Copper Rule Improvements (LCRI), at this time, the LCRR is anticipated to consist of modifications to:

- Lead service line (LSL) materials inventories and definition of an LSL
- Requirements related to LSL replacements
- Compliance and system sampling
- School and daycare sampling
- Corrosion control
- Public education

In addition, the State of New Jersey recently passed legislation which requires water utilities to submit the service line materials inventory sooner than the EPA LCRR (by January 22, 2022) and also requires water utilities to remove all LSLs by July 2031, including the customer side, regardless of ownership. The New Jersey legislation also requires the lead service line replacement program (LSLRP) plan to be submitted by July 22, 2022 along with an updated, more detailed inventory.

The New Jersey legislation defines all galvanized services and lead goosenecks as "lead service lines" in addition to lead and lead-lined pipe. Based on a preliminary review of Highland Park's accounts and ledger, it is believed that there may be as many as 3,671 service lines where the material is not known for a portion of the line and may be subject to replacement or confirmation of the material.

At this time, Highland Park wishes to take a proactive approach to managing their compliance with the LCRR and is considering a multi-phase program which will likely consist of the following phases:

- Phase 1 – Program Planning and Initial Tasks
- Phase 2 – Program and Construction Management Support
- Phase 3 – Transition Compliance Tasks to Highland Park

The ultimate goal of this multi-phase approach is that Highland Park and CDM Smith Inc. (CDM Smith) work collectively in managing the LCRR program with the expectation that compliance oversight of the program will transition completely to Highland Park and their licensed water system operator, USA-Highland Park, during Phase 3, prior to the compliance date in October 2024.

In support of the above, CDM Smith proposes to perform the following scope of services to support Phase 1 (Program Planning and Initial Tasks) of Highland Park’s LCRR program. Phases 2 and 3 are independent of Phase 1 and can be a continuation of this project or contracted separately.

Scope of Services

Phase 1 – Program Planning and Initial Tasks

Task 1.1 – Inventory Development

As part of the development of a service line inventory for Highland Park’s existing system, CDM Smith will perform the following:

- Continue review of the 3,126 records in the ledger provided by Highland Park. The goal of this review would be to try to link each record with a specific address and assign a LSL material of construction to one of the 3,671 accounts in Highland Park’s existing account spreadsheet. To date, CDM Smith has linked approximately 60 records within this ledger to the account spreadsheet. Based on an effort of approximately 2 minutes of review time per record, a total of 100 hours has been allocated for this effort.
- Incorporate the approximately 150 inspections performed by USA-Highland Park and link with the accounts in the account spreadsheet.
- Coordinate with the meter replacement program which is anticipated to commence in mid-2022 and develop a method to transmit inspection results back to the CDM Smith team to incorporate into the inventory. This will be done either via a spreadsheet or mobile application. This scope includes incorporation of meter data through December 31, 2022.
- Once all information is compiled, the number of unknowns will be determined. A draft technical memorandum will be prepared summarizing the initial inventory development and providing recommendations to verify the materials of the remaining service lines. CDM Smith will meet with representatives of Highland Park and USA-Highland Park to review this draft technical memorandum. Written comments on the draft technical memorandum will be incorporated into a final technical memorandum.
- This scope includes implementation of a customer survey for customers to self-report their service line information by following a guided assessment and providing photos. A link to the survey will be included on the Highland Park website and hosted by CDM Smith. CDM Smith will also develop a postcard with a QR code with a link to the online survey. The cost to design, print and mail an estimated 2,500 postcards is included in this scope (under Task 1.3). The survey results will be QAQC’d by CDM Smith and linked with the account spreadsheet. Upon receipt of information provided by the customer survey, CDM Smith will update the materials in the

account spreadsheet with this new information. In addition, CDM Smith will set up an email address to provide to customers specific for this program and will review the comments/questions and reply to customers with pre-approved responses from Highland Park. It is assumed this data collection program would run until the end of 2022 under Phase 1 and that 750 survey responses will be reviewed at an estimated duration of 3 minutes for each survey response.

- With the information provided by the USA-Highland Park inspections and obtained from the customer surveys, CDM Smith will review if a machine learning predictive model would be beneficial for analyzing Highland Park's inventory. Machine learning uses predictive analytics to determine the materials of the remaining unknowns based on a verified sample size to reduce the number of field verifications required and save cost. If the number of remaining unknowns is limited after the initial customer surveys and field investigations, a machine learning model would not be worthwhile. This would only be recommended if many unknowns remain after applying some basic material assumptions (i.e., size, install date, home construction date, etc.), and further field investigation would be too costly. CDM Smith will review the latest guidelines from the EPA and NJDEP on the acceptance of predictive models for compliance purposes. The implementation of a machine learning predictive model is not currently included in this scope of services.
- This scope assumes data sharing, updating and transfer will be initially via spreadsheets. Once Highland Park's GIS system is complete (which is currently being developed by MWCo), the information will be transferred to a shapefile to be included in the GIS.
- Work with Highland Park to host a map of their inventory on their website. This map will replace the existing inventory table (as a .pdf file) that is currently posted to Highland Park's website.
- Regarding the inventory, CDM Smith will prepare a more detailed and updated service line inventory with supporting information detailing the reasons why a service line is believed to be lead as required for the July 22, 2022 deadline. CDM Smith will continue to develop the inventory under Phase 1 based on new data coming in through December 31, 2022.

Depending on the success of the validation strategies in Phase 1, the ability to make some basic and widely-accepted assumptions, and anticipated guidance from NJDEP, CDM Smith may recommend a machine learning model to make predictions at the desired confidence level for the remaining unknowns. This will likely require some additional physical verifications and would be proposed to take place in Phase 2.

Task 1.2 – Lead Service Line Replacement Program Planning

As part of the Lead Service Line Replacement Program (LSLRP) Plan task for Phase 1, CDM Smith will perform the following:

- Provide Highland Park with a worksheet to conceptualize a LSLRP Plan for internal discussions related to costs, approaches and responsibilities for implementation.
- Host an in-person or remote workshop with Highland Park to assist in further developing the concept, details, and communication strategies of the LSLRP plan.
- Develop Standard Operating Procedures (SOPs) for current handling and reporting of lead pipes, galvanized pipes, goosenecks and unknowns.

- Develop a draft LSLRP plan and provide Highland Park with an electronic copy for review. CDM Smith will meet with representatives of Highland Park and USA-Highland Park to review this draft LSLRP plan. Written comments on the draft plan will be incorporated into a final LSLRP plan, which is required to be submitted to the NJDEP by July 22, 2022. The report will include:
 - A summary of the strategies being used to determine unknown service lines
 - A proposed LSL prioritization and implementation strategy
 - Conceptual level costs and a funding plan
 - Communication strategies
 - Procedures and logistics for conducting replacements
- Attend a meeting with public officials to discuss the program. It is anticipated that the meeting would include plumbing subcode, building department, public works, engineering, USA-Highland Park and the borough administrator to discuss logistics and requirements.
- Design, construction and program management services associated with the implementation of a LSLRP is not included in this Phase 1 scope of services.

Task 1.3 – Public Communications

CDM Smith will perform the following tasks to support Highland Park in public communications:

- Review of current Highland Park’s communications on lead and provide recommendations and new text for incorporating.
- Develop communication materials to support the inventory strategies. This is anticipated to include:
 - Development of a postcard or bill insert to encourage residents to report their internal water service line material. Cost includes designing, printing, and mailing of up to 2,500 postcards.
 - Design of a website page (on Highland Park’s existing website) and flyer with guidance for use by Highland Park customers on how to identify pipe materials.
- Provide a script and frequently asked questions (FAQs) for Highland Park’s customer service to respond to customer questions on lead in drinking water, the service line materials inventory survey and the LSLRP.

Assumptions

The scope was developed based on the following assumptions:

1. This scope includes services for Highland Park’s system with a Public Water System Identification (PWSID) number of NJ1207001.
2. Highland Park will provide CDM Smith with any inspection records from USA-Highland Park’s operations staff in a spreadsheet format. The ledger information has been previously provided in a spreadsheet format.

3. This scope does not include CDM Smith performing home inspections or answering calls from customers. Customer email review will be limited to emails regarding the internal inspection.
4. The development of a machine learning predictive model to analyze Highland Park's inventory is not included within this scope of services.
5. Engineering design, preparation of bid documents, construction management or inspection services for the inspection or replacement of existing service lines is not included in this scope of services.

highland park_inventory & lslr plan_phase1_scope

Borough of Highland Park
LCRR Program Management Services - Phase 1

Task Name	Subtasks	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022	October 2022	November 2022	December 2022
Program Management											
	Program Kick-Off										
	Ongoing Program Management										
Inventory Development (Task 1.1)											
	Review Ledger and Link with Accounts										
	Incorporate Inspections										
	Incorporate Inspections from Meter Program										
	Develop Validation Strategy for Materials										
	Inventory Summary and Validation Strategy Memo										
	Postcard Campaign to Unknowns and Survey Live Online										
	QAQC Survey Results										
	Online Inventory Map										
	Updated Inventory for July 22, 2022										
Lead Service Line Replacement Program Planning (Task 1.2)											
	LSLRP Planning Workshop										
	Develop SOPs for Current Handling/Reporting of Lead										
	Draft LSLR Plan Preparation										
	Highland Park Review										
	Final LSLR Plan Preparation for July 22, 2022										
	Meeting with Public Officials										
Public Communications (Task 1.3)											
	Review Current HP Lead Communications and Provide Recommendations										
	Design Postcard for Unknowns										
	Develop Communication Materials - Inventory										
	Provide a Script and FAQs for Customer Service										

Borough of Highland Park
LCRR Program Management Services - Phase 1
Detailed Fee Proposal

Project Details	
Business Unit	NAU
Project Currency	USD
Contract Type	Lump sum
Project ID	
Project Name	LCRR Program Management Services - Phase 1
Client Name	Highland Park
Project Manager	Courtney Schaumberg
Planned Start	3/15/22
Planned End	12/31/22

Resource Details												
Resource Type	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	Labor - Employee	ODC
Resource Description	PM	DRR Program Advis	LSL Tech Advisor	Jr Engineer	GIS/Data	Data Technology	Admin	PCS	CA	Graphics	Public Education	
Resource Name	Schaumberg, Courtney	Kutzing, Sandra L	Kearney, Brian E	DeSimone, Danielle	Angell, Jennifer L	Wilson, Evan J	Koscica, Jeana M	Ankur, Abhinav	Santucci, Nichole A	Sasek, Robin M	Hanson, Rose T	
Project Bill Rate	\$146.80	\$239.73	\$245.25	\$95.41	\$130.21	\$114.21	\$102.22	\$60.78	\$74.74	\$118.04	\$102.22	
Total Units	53.00	45.00	6.00	285.50	58.00	36.00	8.00	16.00	18.00	24.00	32.00	0.00
Total Billable Amount	\$7,780.40	\$10,787.85	\$1,471.50	\$27,239.56	\$7,552.18	\$4,111.56	\$817.76	\$972.48	\$1,345.32	\$2,832.96	\$3,271.04	\$2,350.00

Financial Summary		
Resource Type	Bill Amount	Hours
Labor	\$68,182.61	582.00
ODC	\$2,350.00	
Subcontractor	\$0.00	0.00
Subtotal	\$70,532.61	
Residual Risk		
Fixed Fee / Lump Sum	\$0.00	
Project Total	\$70,532.61	

Get Keys VBS Rollup Refresh Reports Client Export

WBS Code	Level	Act ID	WBS/Activity Name	Start Date	End Date	Duration	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Amount	Contract Type	Labor Bill Amount	ODC Billable	Total Billable
Phase 1	1		Program Planning and Initial Tasks																Lump Sum	\$68,182.61	\$2,350.00	\$70,532.61
Task 1.1	2		Inventory Development																Lump Sum	\$45,304.58	\$500.00	\$45,804.58
1.1.1	3		Project Management (9 months)	3/21/2022	12/31/2022	286	18.00							16.00	18.00		\$150.00	Lump Sum	\$4,960.20	\$150.00	\$5,110.20	
1.1.2	3		Kickoff Meeting	3/21/2022	4/15/2022	26	4.00	2.00		6.00							\$200.00	Lump Sum	\$1,639.12	\$200.00	\$1,839.12	
1.1.3	3		Inventory Development	4/1/2022	12/31/2022												\$50.00	Lump Sum	\$27,486.48	\$150.00	\$27,636.48	
1.1.3.1	4		Research Plumbing Codes, Ordinances	4/1/2022	5/1/2022	31		2.00		6.00	8.00							Lump Sum	\$2,093.60		\$2,093.60	
1.1.3.2	4		Review Ledger and Match with Accounts	4/1/2022	5/31/2022	61		6.00		100.00								Lump Sum	\$10,979.38		\$10,979.38	
1.1.3.3	4		Incorporate Current Inspections	4/1/2022	5/31/2022	1		1.00		12.00								Lump Sum	\$3,988.85		\$3,988.85	
1.1.3.4	4		Incorporate Future Meter Inspections	4/1/2022	12/31/2022					18.00	18.00							Lump Sum	\$4,061.16		\$4,061.16	
1.1.3.5	4		Develop Strategies for Identifying Unknowns	5/1/2022	5/31/2022	1	2.00	1.00		12.00								Lump Sum	\$1,678.25		\$1,678.25	
1.1.3.6	4		Draft Inventory Memo	5/1/2022	5/21/2022	1	4.00	2.00		16.00			2.00					Lump Sum	\$2,797.66		\$2,797.66	
1.1.3.7	4		Final Inventory Memo	5/15/2022	5/31/2022	1	1.00			6.00			2.00					Lump Sum	\$923.70		\$923.70	
1.1.3.8	4		Meeting (1)	5/21/2022	5/31/2022	1	2.00	2.00		2.00							\$100.00	Lump Sum	\$963.88	\$100.00	\$1,063.88	
1.1.4	3		Material Validation	4/1/2022	12/31/2022													Lump Sum	\$11,218.78		\$11,218.78	
1.1.4.1	4		Set up Database to Manage Survey Responses	5/1/2022	5/31/2022	1		1.00		4.00	8.00	24.00						Lump Sum	\$4,404.09		\$4,404.09	
1.1.4.2	4		Review Customer Survey Results	6/1/2022	12/31/2022	1		4.00		37.50								Lump Sum	\$4,536.80		\$4,536.80	
1.1.4.3	4		Online Inventory Map	7/1/2022	7/17/2022	1	1.00	1.00			4.00	12.00						Lump Sum	\$2,277.89		\$2,277.89	
Task 1.2	2		Lead Service Line Replacement Program Planning															Lump Sum	\$15,473.28	\$350.00	\$15,823.28	
1.2.1	3		Develop SOPs	4/1/2022	4/22/2022													Lump Sum	\$914.97		\$914.97	
1.2.1.1	4		SOPs for Handling/Reporting Lead	4/1/2022	4/22/2022	1	2.00	1.00		4.00								Lump Sum	\$914.97		\$914.97	
1.2.2	3		Prepare LSLRP Plan	4/1/2022	7/17/2022													Lump Sum	\$14,558.31	\$350.00	\$14,908.31	
1.2.2.1	4		LSLR Worksheet	4/1/2022	4/14/2022	1		1.00		2.00								Lump Sum	\$430.55		\$430.55	
1.2.2.2	4		LSLR Plan Draft	4/1/2022	6/1/2022			6.00	6.00	4.00	32.00		2.00					Lump Sum	\$7,375.50		\$7,375.50	
1.2.2.3	4		LSLR Plan Final	6/1/2022	7/17/2022	1	4.00	2.00		16.00		2.00					\$50.00	Lump Sum	\$2,797.66	\$50.00	\$2,847.66	
1.2.2.4	4		Workshop	5/1/2022	5/13/2022	1	6.00	4.00	2.00	8.00							\$200.00	Lump Sum	\$3,093.50	\$200.00	\$3,293.50	
1.2.2.5	4		Meet with Borough/Public Officials	5/15/2022	6/1/2022	1		2.00		4.00							\$100.00	Lump Sum	\$861.10	\$100.00	\$961.10	
Task 1.3	2		Public Communications															Lump Sum	\$7,404.75	\$1,500.00	\$8,904.75	
1.3.1	3		Communication for Current Activities															Lump Sum	\$7,404.75	\$1,500.00	\$8,904.75	
1.3.1.1	4		Review Current Communications & Provide Re	4/1/2022	4/22/2022	1		2.00									6.00	Lump Sum	\$1,092.78		\$1,092.78	
1.3.1.2	4		Develop Postcard and Distribute	4/8/2022	4/29/2022	1	1.00	1.00									12.00	Lump Sum	\$2,416.33	\$1,500.00	\$3,916.33	
1.3.1.3	4		Develop Communication to Support Inventory	5/15/2022	5/31/2022	1	1.00	2.00									12.00	Lump Sum	\$2,860.50		\$2,860.50	
1.3.1.4	4		Provide a Script & FAQs for Customer Service	5/15/2022	5/31/2022	1	1.00	2.00									4.00	Lump Sum	\$1,035.14		\$1,035.14	

**BOROUGH OF HIGHLAND PARK
NO. 4-22-102**

**RESOLUTION AUTHORIZING A CONTRACT WITH CDM SMITH FOR
PROFESSIONAL ENGINEERING SERVICES RELATED TO COMPLIANCE WITH
STATE AND FEDERAL REGULATIONS PERTAINING TO INVENTORY AND
REPLACEMENT OF LEAD WATER SERVICE LINES WITHIN THE
BOROUGH OF HIGHLAND PARK**

RESOLUTION: Public Works & Utilities Committee

WHEREAS, the Borough of Highland Park complies with the U.S. Environmental Protection Agency's (USEPA) Lead and Copper Rule; and

WHEREAS, the USEPA has proposed the Lead and Copper Rule Revisions (LCRR) that includes updated requirements related to the lead service line (LSL) inventory, compliance and system sampling and public education; and

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) passed legislation that requires water utilities to inventory and replace all lead service lines by July 2031 and requires the lead service line replacement program (LSLRP) plan be submitted by July 22, 2022; and

WHEREAS, the Borough wishes to take a proactive approach to managing its compliance with LCRR and LSLRP and is in need of professional engineering services to assist with LSL program planning, including inventory development and service line verification and LSLRP Plan and funding strategy; and

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

WHEREAS, CDM Smith is a qualified and licensed engineering consulting firm in the State of New Jersey with extensive experience working on water systems and lead service line issues and has submitted a technical proposal for Phase 1 – Inventory and Planning - dated March 9, 2022 for a cost not to exceed \$70,500; and

WHEREAS, the Borough has funding for this purpose available through the American Rescue Plan Act – Local Fiscal Recovery Fund (ARPA-LFRF).

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, a Professional Services Agreement with CDM Smith, 110 Fieldcrest Ave, #8, 6th Floor, Edison, NJ 08837, for Phase 1 – Inventory and Planning – in an amount not to exceed \$70,500.00. The scope of work shall be consistent with the Technical Proposal for Lead and Copper Rule Revisions (LCRR) Program Management Services – Phase 1 – Inventory and Planning provided by CDM Smith and attached to this resolution.

ADOPTED: April 5, 2022

ATTESTED: April 5, 2022

Jennifer Santiago, BOROUGH CLERK

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$ ACCOUNT NO. P.O. NO. <u>22-00571</u> BY: <i>Lou Majeski</i> FINANCE DIRECTOR

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April, 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

1

AGREEMENT
BETWEEN CLARKE CATON HINTZ & THE BOROUGH OF HIGHLAND PARK
FOR
PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, made this 5th day of April 2022 by and between the BOROUGH OF HIGHLAND PARK, having its municipal offices at 221 S. FIFTH AVENUE, HIGHLAND PARK, NEW JERSEY 08904 and hereinafter referred to as the "Borough", and CLARKE, CATON, HINTZ, a corporation of the State of New Jersey, having its principal place of business at 100 BARRACK STREET, TRENTON, NEW JERSEY 08608, hereinafter referred to as the "Planner";

WITNESSETH:

WHEREAS, the Borough requires professional services related to professional planning matters in the Borough; and

WHEREAS, the Planner is available to provide advice and services on professional planning matters, such as but not limited to affordable housing related matters, to the Borough and has the expertise and staff to provide these services on various projects; and

WHEREAS, the Borough desires to engage the Planner to undertake professional services with respect to the aforesaid projects in the Borough on an "as needed" basis; and

WHEREAS, said services are professional in nature and are therefore considered those of a "Professional Service" in accordance with N.J.S.A. 40:A:11 et seq.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and Agreements contained herein, the parties hereto agree that the Planner shall provide advice and services on professional planning matters on an "as needed basis".

SECTION 1 – GENERAL CONSULTATION SERVICES OF PLANNER

Planner shall provide advice and services on professional planning matters on an "as needed" basis at the direction of the Borough which may include:

1.1 The preparation of reports on matters regarding affordable housing and exclusionary zoning litigation filed against the Borough by American Properties and River Road, HP.

1.2 The preparation of elements or sub-elements of the Master Plan of the Borough for the review and possible adoption by the Planning Board.

1.3 The preparation of land development regulations to effectuate the purposes of zoning and the Municipal Land Use Law.

1.4 The preparation of special reports on matters of planning, landscape architecture and architecture, including, but not limited to, state, county, or other governmental laws and regulations and administrative rules.

1.5 The Planner shall provide timely reports and shall complete other services requested by the Borough as determined by mutual agreement. Brian M. Slaugh, PP, AICP shall be the designated representative of the Planner to the Borough or such other qualified person as may be determined by the Planner as specifically agreed to by the Borough.

SECTION 2 – SUPPLEMENTAL SERVICE

2.1 Planner shall be prepared to provide services supplemental to those identified above. Supplemental services may include items such as testing, expert testimony, technical design issues, planning studies, permit compliance issues, ordinance revisions, or any other matters that lie within the professional expertise of the Planner.

SECTION 3 – BOROUGH'S RESPONSIBILITIES

The Borough shall:

3.1 Provide full information as to its requirements for the project.

3.2 Assist Planner by placing at its disposal all available information pertinent to the project including previous reports and any existing data on the project.

3.3 Guarantee access to and make all provisions for Planner to enter upon public and private property as required for Planner to perform its services.

3.4 Provide such legal, accounting, insurance and other services as may be required for the project and such auditing services as Borough may require.

3.5 Designate in writing a person to act as Borough's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Borough's policies and decisions with respect to materials, equipment, elements and systems pertinent to Planner's services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.

3.6 Give prompt written notice to Planner whenever Borough observes or otherwise becomes aware of any development or circumstance that affects the scope or timing of the Planner's services or any defect in the project.

3.7 Bear all costs incidental to compliance with the requirements of this Section.

3.8 Borough reserves the right to appoint additional professionals for planning matters that require special expertise or in the event of any conflict of interest that may arise or in the event any other situation occurs which is unforeseen at the time this Agreement is made.

SECTION 4 – PERIOD OF SERVICE

4.1 The Planner shall proceed with the performance of services to be provided for individual projects following the authorization by the Borough to proceed. The term of this Agreement shall be the 2022 calendar year.

SECTION 5 – PAYMENTS TO PLANNER

5.1 Planner shall be compensated for services on a time and materials basis at the Borough's direction in accordance with the 2022 rate schedule and direct reimbursables at the cost to the firm without mark-up.

5.2 Time of Payment

5.2.1 Planner shall submit monthly statements for all services rendered and for reimbursable expenses incurred for each project authorized. Borough shall pay Planner for such services and reimburse expenses within 30 days of the date of the invoice, if properly executed vouchers are submitted along with the invoice. The Borough shall have the right to question all statements rendered by the Planner and the Planner shall cooperate for the fullest extent reasonable relative to the resolution of the questions raised by the Borough. All payments, notices and correspondence on same for Planner shall be addressed to Vivian Reading, Bookkeeper at Planner's address set forth above.

5.2.2 If the Borough without just cause fails to make payments due to the Planner for services rendered in accordance with the provisions of A5.2.1, the Planner may, after giving seven (7) days written notice to the Borough, suspend services for the project under this Agreement until it has been paid in full all amounts due it for services and expenses.

5.2.3 Notwithstanding anything in this Agreement to the contrary, the Borough shall not be responsible for payments for overtime work done during weekends or holidays by Planner or Planner's employees or assigns without Borough's express written authorization and consent prior to the beginning of the work.

SECTION 6 – GENERAL CONSIDERATIONS

6.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Borough reserves the right, at any time and for any reason to terminate this Agreement under the terms of this paragraph, however, the Planner shall be paid for services rendered and expenses incurred to the termination notice date.

6.2 All documents including drawings and specifications furnished by the Planner pursuant to this Agreement are instruments of its services with respect to the project. They are not intended or represented to be suitable for reuse by the Borough or others on any other project, but may be utilized on the project for which they were prepared in the event the Planner is terminated as set forth herein. The Planner hereby specifically agrees to turn over to the Borough in electronic forms, if available, all files, records, maps and other documents accumulated while in the employ of the Borough and pertaining to any and all work performed by the Planner while acting on behalf of the Borough when the Planner's employment is terminated.

6.3 Borough and Planner each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, by operation of law, with respect to all terms and conditions of this Agreement. Except for the above, neither Borough nor Planner shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Borough and Planner.

SECTION 7 – AFFIRMATIVE ACTION

7.1 The parties to this Contract, agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of such subsection which shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

7.2 The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 217, as amended and supplemented from time-to-time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.

SECTION 8 – INSURANCE

8.1 The Planner agrees to maintain in full force and effect, General Liability, Workers Compensation and Employers Liability Insurance coverage and shall furnish Certificates of such insurance to the Borough's Clerk simultaneously with the execution of this Agreement. The Planner also agrees to maintain Professional Liability Insurance in the amount of \$1,000,000.00 (One Million Dollars). The Borough shall be named as an additional insured on the policy.

SECTION 9 – NOTICES

9.1 All notices required or permitted herein to be made in this contract shall be made to the other party in writing, signed by the Planner or the Borough or the respective duly authorized agents or attorneys thereof. Notices shall be effective upon receipt by the intended recipient if delivered, or, if mailed or telefaxed, upon mailing at the following respective addresses (or to such other addresses as a party may designate):

Notices to the Borough shall be sent to: Josephine Jover, Borough Administrator
Borough of Highland Park
221 S. Fifth Avenue
Highland Park, NJ 08904

Notices to the Planner shall be sent to: Brian Slaugh, Principal
(Other than billing, payment matters)
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

SECTION 10 – POLITICAL CONTRIBUTION DISCLOSURE

10.1 This Agreement has been awarded to the Planner based on the merits and abilities of the Planner to Provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Planner, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, we have set our hands and seals this 5th day of April 2022.

ATTEST:

CLARKE, CATON, HINTZ

Brian Slaugh, Principal

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 4-22-103

RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE
AGREEMENT FOR SPECIAL PLANNER

RESOLUTION: Finance Committee

WHEREAS, the Borough of Highland Park has need of the services of a Special Planning Consultant for the calendar year of 2021 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, Brian M. Slauch, PP, AICP is a licensed professional planner of the State of New Jersey with extensive experience in municipal land use and planning matters and has heretofore been appointed as Special Planner for 2021; and

WHEREAS, the Mayor and Council desire to provide a written agreement providing for the compensation of Special Planner; and

WHEREAS, funds for this purpose are not to exceed the amount of \$10,000.00 without further resolution of Council; and

WHEREAS, funds will be available for this purpose in the amount of \$10,000.00 in Account No. 2 -01-20-155-233, upon adoption of the 2022 municipal budget, as reflected by the Certification of Funds Available 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 Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Brian M. Slauch, PP, AICP, Clarke Caton Hintz, 100 Barrack Street, Trenton, NJ 08608, a copy of which is attached hereto, and that notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

VERIFIED AND ENCUMBERED AS TO:
AVAILABILITY OF FUNDS
ACCOUNT NO.
P.O. NO. 22-00512
BY: *Lois Mayes*
FINANCE DIRECTOR

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK
NO. 4-22-104**

**RESOLUTION AUTHORIZING APPLICATION TO THE NJDEP IT PAYS TO PLUG IN
GRANT PROGRAM FOR DCFC ELECTRIC VEHICLE CHARGING STATIONS**

RESOLUTION: Public Works Committee

WHEREAS, the Mayor and Borough Council desire to install public direct current fast charging (DCFC) electric vehicle chargers in Highland Park to accommodate a growing fleet of electric vehicles in town and around the state; and

WHEREAS, the Borough's desired location for the chargers on So. 5th Avenue has a suitability score of 95 out of a possible 100 due to its proximity to multi-family housing, low-income census tracts, Route 27, and local amenities; and

WHEREAS, NJ Department of Environmental Protection (NJDEPT) has funds available for this purpose through their competitive "It Pays to Plug In" grant program; and

WHEREAS, the Mayor and Borough Council desire to apply for a grant from NJDEP in an amount up to \$200,000; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are hereby authorized and directed to execute and submit, on behalf of the Borough Council, the grant application to the NJDEP.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Mayor and the Borough Clerk are hereby authorized to sign the grant agreement upon acceptance on behalf of the Borough of Highland Park and that their signature constitutes acceptance of the terms and conditions and approves the execution of the grant agreement.

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
NO. 4-22-105

RESOLUTION AUTHORIZING EXECUTION OF VENDOR AND DATA SHARING
AGREEMENTS THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS AS PART
OF THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

RESOLUTION: Council as a Whole

WHEREAS, the New Jersey Department of Community Affairs established the Low Income Household Water Assistance Program (LIHWAP) to provide financial assistance to low-income households to assist with outstanding balances on residential water and sewer bills; and

WHEREAS, in order to participate in the LIHWAP, municipal water and sewer utilities must enter into a vendor agreement in order to accept payments as well as a data sharing agreement with the New Jersey Department of Community Affairs; and

WHEREAS, the Mayor and Borough Council of the Borough of Highland Park would like to participate in the LIHWAP in order to assist residents experiencing difficulty in paying their water and sewer bills.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute the Vendor and Data Sharing Agreements attached to this resolution.

ADOPTED: April 5, 2022

ATTESTED:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April, 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

DATA SHARING AGREEMENT
BETWEEN
THE STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS

AND

Highland Park W Dept

I. PARTIES

This Data Sharing Agreement (“Agreement”) is made and entered into by and between the New Jersey Department of Community Affairs (“Department”) whose address is 101 South Broad Street, PO Box 800, Trenton, N.J. 08625-0037, and Highland Park W Dept, serving as a participating vendor in the Low-Income Household Water Assistance Program (“LIHWAP”) (referred to as “Utility Company”), whose address is 221 Fifth Ave S . When executed by the Parties, this Agreement shall become effective as of the date of the last signature set forth below.

II. PURPOSE

The purpose of this Agreement is to establish the terms by which the Department and the Utility Company, will share customer information. As a participating vendor, Utility Company is eligible to receive direct payment based on customer’s eligibility for the LIHWAP, the Temporary Assistance for Needy Families (“TANF”) and/or Food Stamp programs and any other program where the customer’s eligibility has already been determined by the Department, or through an eligibility determination process for those customers who are not currently participating in a program administered by the Department.

III. LEGAL AUTHORITY

The Consolidated Appropriation Act 2021 (P.L. 116-260, 2020) and the American Rescue Plan Act of 2021 (P.L. 117-2, 2020) provided the Department with funding to provide relief to assist low-income households with water and wastewater bills. As a result, the Department implemented the LIHWAP Program, to provide relief in the form of benefits directly to water and waste water utility companies. The Department entered into a Grant Implementation Plan that was submitted to the United States Department of Health and Human Services, Administrative for Children and Families, that allows it to receive necessary customer data from the participating Utility Company.

IV. RESPONSIBILITIES OF THE PARTIES

- A. **Warranties** The Parties make no warranty, either express or implied, regarding the accuracy, reliability, completeness, or suitability of the information for any particular purpose.

B. **Access to Customer Data** This Agreement covers the Department and the Utility Companies sharing of customer data for the purpose of implementing the LIHWAP Program. Customer data is defined as the customer's name, mailing address, e-mail address, utility account numbers, phone number and amount owed ("Customer Data"). Neither Party is authorized to add to, amend, or delete information contained in the others Customer Data, in any manner whatsoever.

C. **Information Provided** The Utility Company shall provide the Department with an up-to-date list on the 15th of every month of all Utility Company customers that are overdue on either their water or sewer bills in order to permit the Department to provide, by regular mail, to all such Utility Company customers notice of their possible eligibility to participate in the LIHWAP to assist in making outstanding payments for water and/or sewer bills.

A list of eligible Utility Company customers seeking to participate in the LIHWAP will be provided to the appropriate Utility Company and the named customers shall be enrolled in the LIHWAP on the 15th of every month.

D. **Use of Information** The Department agrees to collect individual Customer Data through an encrypted email or similar secure process. The Department shall restrict access to the Customer Data received to employees or workforce that need the Customer Data to perform their official duties in connection with the purpose of this Agreement. Any Department employee or workforce who access, disclose or use the Customer Data in a manner or for a purpose not authorized by the Agreement may be subject to civil or criminal sanctions contained in applicable federal or state statutes. Customer Data shall be processed so as to protect the confidentiality of the data, and in such a way that unauthorized persons cannot retrieve such records by means of computer, remote terminal, or any other means. Customer Data obtained under this Agreement shall not be disclosed to any third parties, unless otherwise specified in this Agreement.

The Department will limit access to the individual customer data to only those employees or authorized representatives required to determine LIHWAP eligibility and to make LIHWAP payments, and who are otherwise bound by the confidentiality obligations contained herein.

The Utility Company agrees to limit access to the data to only those employees and officials who need it to perform their official duties in connection with the LIHWAP Program.

It is expressly understood and agreed by the Utility Company that no lists of LIHWAP recipients will be developed or maintained by any Utility Company and the identifying information contained on any LIHWAP check will be used solely for the purpose of applying the amount of the benefit to the recipient's water/sewer utility account.

E. **Confidentiality** The Utility Company understands and agrees that pursuant to statutes, regulations, and policies, certain information provided by the Department to the Utility Company is deemed confidential. The Utility Company understands and agrees that it is

obligated to ensure that no confidential information shall be disclosed to any third party, except so as to effectuate the purpose as stated in this Agreement or as required by law.

- a. The Utility Company further agrees to maintain the same standard of confidentiality in accordance with 45 CFR 205:50(a) (2) (11); and
- b. To advise all Utility Company personnel who will have access to the data of the confidential nature of the information, the safeguards required, and the criminal and civil sanctions for non-compliance contained in Federal Statutes, such as Section 1106(a) of the Social Security Act, 5 U.S.C. 5522a(i), and Section 7217 of the Internal Revenue Code, and any other relevant State Statutes.

F. **Requests for Information** Any receipt by a Utility Company of a request under the Open Public Records Act, N.J.S.A. 47:1A-1 to -13 (“OPRA”), by subpoena or any other manner of request for any records of individual recipients of assistance from the Department, shall be provided by the Utility Company to the Department within 24 hours of receipt in order to allow the Department to timely assert any privilege associated with a Utility Company customer’s participation in an assistance program.

F. **Liability** The Department assumes no liability for the improper or illegal use of information obtained from the Department and provided to the Utility Company.

The Utility Company assumes no liability for the improper or illegal use of information obtained from the Utility Company and provided to the Department.

H. **Compliance with Applicable Law** The Parties agree that in the performance of this Agreement they shall comply with all applicable State, and Federal laws and regulations, including, but not limited to, laws and regulations which address the confidentiality of the records/data and information contained in the Parties files.

I. **Parties’ Representatives** The Department’s representative is _____, or the duly appointed successor. The Department representatives are authorized to receive correspondence, including notices referenced in this Agreement and/or otherwise pertaining to its subject matter. However, notifications as to data breaches or incidents shall be communicated as set forth in Subsection V of this Agreement.

The Utility Company’s representative is _____.
The Department and the Utility Company’s representatives may agree to designate specific employee(s) as a contact person responsible to produce/receive the customer information.

V. DATA BREACH OR INCIDENT NOTIFICATION

A. The Parties agree to immediately, by telephone and email, notify the other Party upon the discovery of: a data breach or incident (suspected or actual) related to the Customer Data

or participation in the LIHWAP Program, or a data breach or incident (suspected or actual) of a program having confidential Customer Data that has resulted in the disclosure of confidential Customer Data.

Each Party reserves the right to conduct an assessment of and/or bring in a third party to work with the Utility Company or Department on any incident (suspected or actual), data breach, intrusion, loss or unauthorized use or disclosure of the Customer Data in violation of this Agreement.

The Utility Company shall submit such notification to the Department of Community Affairs at _____. The Department shall submit such notification to the Utility Company at _____.

- B. Ensure that the initial notification includes contact and component information; a description of the incident and/or data breach, loss with scope, numbers of files or records, type of equipment or media, approximate time and location of incident and/or data breach or loss; description of how the data was physically stored, contained, or packaged (e.g., password protected, encrypted, locked briefcase, etc.); whether any individuals or external organizations have been contacted; and whether any other reports have been filed.
- C. Take prompt corrective action to mitigate any risks or damages involved with the incident and to protect the operating environment.
- D. Investigate the incident (suspected or actual) and produce a written incident report within two (2) business days of the incident, detailing what data elements were involved; a description of the unauthorized persons known or reasonably believed to have improperly used or disclosed customer information; a description of where the customer information and their participation in the LIHWAP is believed to have been improperly transmitted, sent, or used; a description of the probable cause of the incident; a detailed corrective action plan including measures that were taken to halt and/or contain the incident. The Utility Company shall submit the incident report to the Department of Community Affairs at _____. The Department shall submit the incident report to the Utility Company at _____.

The Party suffering from the breach will notify individuals of the incident (suspected or actual), data breach or unauthorized use or disclosure of the customer's participation in the LIHWAP Program, when applicable state or federal law requires notification. The Utility Company shall obtain the approval of the: Department of Community Affairs, Information Technology, John Harrison, John.Harrison@dca.nj.gov, for the time, manner and content of any such required notifications. The Department shall obtain the approval of the Utility Company _____. The Party that has experienced a breach shall be responsible for the cost of such notification to the extent that such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party. To the extent, such data breach or unauthorized use or disclosure is due to the negligence or intentional misconduct of the Party who experienced the breach that Party shall be responsible for notifying individuals and shall be responsible for any costs of

notification. If there is any question as to whether the Department or the Utility Company is responsible for an incident, data breach or unauthorized use or disclosure of the customer information, the breached Party shall issue a notice and Utility Company and the Department shall subsequently determine responsibility for purposes of allocating the costs of such notices.

- E. In the case of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data maintained by either Party or the information contained therein, the Parties reserve the right to involve state and/or federal law enforcement officials in a data breach investigation, and/or involve a third party, including but not limited to specialists or subject matter experts, to help or conduct an independent investigation of any data breach or incident. The Parties agree to fully cooperate with any assessment or investigation related to a data breach or incident. In cases where notification to the other Party may compromise an ongoing assessment or criminal investigation of a data breach or incident, the Parties reserve the right to NOT provide notice. However, to the extent where such notice would not compromise an ongoing assessment or criminal investigation of an incident, data breach, theft, unauthorized use, disclosure, or crime related to the Customer Data, including their participation in the LIHWAP Program maintained by either Party, the investigating Party will provide written notice to the other Party regarding the existence of said assessment or criminal investigation.

V. MISCELLANEOUS

- A. Termination This Agreement shall remain in effect until terminated as follows:

- Unilaterally and immediately by the Department for any reason, upon 14-days' written notice to the Utility Company;
- Unilaterally and immediately by the Utility Company, for any reason, upon 14-days' written notice to the Department; and
- Mutually upon written agreement of the Department and the Utility Company, at any time.

- B. Subject to the Availability of Funding The Department's obligations under this Agreement are subject to appropriations and the availability of funds. A failure by the Department to make any payment required by this Agreement or to observe and perform any condition on its part to be performed under this Agreement as a result of the failure of the Legislature to appropriate necessary funds shall not in any manner constitute a breach or default by the Department and the Department shall not be held liable in any manner whatsoever because of the absence of available funding.

- C. Amendment/Waiver This Agreement cannot be amended, modified, or revised unless done so in writing signed by the Parties. No provision may be waived, except in a writing signed by the Parties. The failure of a Party to enforce any provision of this Agreement,

or to require performance by the other Party, will not be construed to be a waiver, or in any way affect the right of either Party to enforce such provision thereafter.

- D. **Assignment** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. No permitted assignment shall relieve a Party of any of its responsibilities under this Agreement. Any assignment in violation of this Section shall be void. This Agreement shall be binding upon the Parties and their respective successors and assigns.
- E. **Third Party Beneficiary Rights** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to their benefit. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under its terms. The parties intend and expressly agree that only they shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance of, or failure to perform, in accordance with any term or condition of this Agreement, or to bring an action for the data breach of this Agreement.
- F. **Entirety of Agreement** This Agreement, including any amendment executed by all parties and incorporated into this Agreement, is complete and contains the entire understanding among the parties relating to the subject matter contained herein, including all terms and conditions. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties hereto, whether written or oral.
- G. **Governing Law** This Agreement shall be governed by the law of the State of New Jersey.
- H. **Unenforceability and Severability** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
- I. **Indemnification Obligations of the Parties**

The Department. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the Department shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Department, its employees, representatives, agents, independent contractors or invitees, related to this Agreement.

AND

The Utility Company. The Utility Company shall, at its own expense, be responsible for and defend itself against any and all suits, claims losses, demands, expenses, or damages

of whatsoever kind or nature, arising out of or in connection with any act or omission of the employees, representatives, agents, independent contractors or invitees of the Utility Company and/or its Represented Agencies, related to this Agreement.

J. **Section Headings** Section Headings that appear in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

IN WITNESS WHEREOF, the terms of this Agreement have been read and understood by the persons whose signatures appear below, the parties have executed this Agreement.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

By: _____

Dated: _____

UTILITY COMPANY

By: _____

Dated: _____



New Jersey Department of Community Affairs
Division of Housing and Community Resources
Low Income Household Water Assistance Program (LIHWAP)
LIHWAP@dca.nj.gov

**CONTRACT FOR SERVICES
BETWEEN
NJ DEPARTMENT OF COMMUNITY AFFAIRS (LIHWAP)
AND
Highland Park W Dept**

This Vendor Contract is entered into by and between the State of New Jersey, Department of Community Affairs, Division of Housing and Community Resources under the following terms:

1. Definitions

- a) Department means the New Jersey Department of Community Affairs.
- b) Division means the Division of Housing and Community Resources.
- c) LIHWAP means the Low-Income Household Water Assistance Program.
- d) LIHWAP payment includes home drinking water and wastewater benefits.
- e) Vendor means any private or public entity in the business of supplying water and/or wastewater related services to customers.
- f) LIHEAP means the Low-Income Home Energy Assistance Program.

2. The Division agrees to the following:

- a) To provide funds for LIHWAP.
- b) To assign a vendor number/business code to each Vendor after the contract is signed.
- c) To issue to a Vendor a single check or Automated Clearing House (ACH) payment that includes benefits for all LIHWAP eligible households. A payment register shall precede the check or ACH deposit. The register includes the name of the LIHWAP applicant, the account name and number, the amount(s) to be applied to each customer, and the address and county of residence of the applicant.

3. The Vendor agrees to the following:

- a) To provide water and/or wastewater services to each eligible residential household in an amount equal to the LIHWAP payment received in the current program year.
- b) To charge LIHWAP eligible households using the Vendor's normal billing process.
- c) To charge all LIHWAP eligible households the price normally charged for home drinking water and/or wastewater supplied to non-eligible households.
- d) Not to discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale or discounts offered to other customers.
- e) To provide to the Division, upon request, with written reconciliation and confirmation that benefits have been credited appropriately to households and their services have been restored, if terminated, on a timely basis or disconnection status has been removed, if applicable.
- f) To apply LIHWAP payments identified in the payment schedule as directed by the Agency and/or Division.
- g) To post all payments to customer accounts within 3-5 business days upon receipt of payment register.
- h) To clearly enter on LIHWAP households' bill the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from the New Jersey Low Income Household Water Assistance Program or LIHWAP.
- i) To immediately enter into a Deferred Payment Agreement (DPA) with those households whose LIHWAP benefit did not resolve the arrears in its entirety and not terminate services to such households and to not



disconnect their service. After receiving LIHWAP payment for restoration of water services, vendors must maintain services for at least 90 days.

- j) Not to charge late fees, interest and penalty charges on outstanding amounts not covered by LIHWAP benefits.
- k) To provide monthly statements to LIHWAP households clearly indicating the cost of home drinking water and/or wastewater services provided.
- l) To send all refunds in compliance with LIHWAP Vendor refund policies no later than September 30, 2022.
- m) To comply with LIHWAP Vendor refund policies, maintain supporting fiscal records for five years, or such longer period as may be required pursuant to law, and provide records to Division representatives upon request.
- n) To fully cooperate with the Division's monitoring practices, including but not limited to, providing requested documentation within set time frames, as well as communicating with Division staff.
- o) To provide at no cost to the Department, Division, or its Agencies and the customer, written information on an applicant household's home drinking water and/or wastewater costs, arrearage history for no more than the previous 12 monthly billing periods.
- p) To comply with all New Jersey laws, regulation, or other requirements pertaining to the supply of home drinking water and/or wastewater services for residential use. In the event of any dispute between the Department, Division or its Agencies and the Vendor, New Jersey law shall govern and the venue for any legal action arising out of this contract shall be At the Department of Community Affairs, Division of Housing and Community Resources, 101 South Broad Street, Trenton, New Jersey.
- q) To provide, within a timely manner and at no cost to the Department, Division or its Agencies, information on household water and/or wastewater costs and usage for participants of LIHWAP at the Department's request for purposes of research, evaluation, and analysis.
- r) To report to the Department, Division or its Agencies situations that threaten life, health, or safety.
- s) To cooperate with the Department, Division and/or its Agencies in developing procedures to respond to immediate and potential emergencies, which includes the provision of household water and/or wastewater services based on the documented promise to pay using LIHWAP funds.
- t) To cooperate with the Agency in providing home drinking water and/or wastewater services to eligible households.
- u) To provide in writing to the Department, Division or its Agencies with business practice and contact information and to notify the Division of any changes.
- v) To comply with the terms of this contract for customers who have LIHWAP payments transferred from another Vendor.
- w) To notify the Department, Division, or its Agencies of mergers and/or acquisitions. Mergers and/or acquisitions may affect the company's policies and service areas. Submission of a new vendor contract may be required within ten business days, reflecting such policy and service area changes.
- x) To hold the Division harmless and to indemnify the Division, the Department, its Agencies, officers and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, for personal injury or damage to property arising from the acts or omissions of Vendor, or its agents, office, employees or subcontractor. Notwithstanding anything else herein to the contrary, in no event will either party be liable to the other for any incidental, indirect, special, consequential, punitive damages, or lost profits.

4. Length of Contract

- a) This contract is in effect from the date it is executed until terminated as described in the 'Termination' section.

5. Termination



- a) This contract will terminate effective immediately at the discretion of the Department, Division or its Agencies, upon determination that the Vendor is not in compliance with the terms of this contract. The Vendor will be notified in writing within ten business days of termination.

6. Entire Contract

- a) It is understood and agreed that the entire contract between the parties is contained in this Vendor Contract.
- b) This contract supersedes all previous commitments, promises, representations, either oral or written, between the parties relating to the subject matter hereof.
- c) The person signing this contract, on behalf of the Vendor, certifies and attests that they have full and complete authority to bind the Vendor, on whose behalf they are executing this document.

By typing my name in the provided field, I indicate that I am the person named, and this entry is the legal equivalent of a manual/handwritten signature. I further understand that I may print the document and sign by hand.

Vendor Signature

Date (mm/dd/yyyy)

New Jersey LIHWAP Signature

Date (mm/dd/yyyy)

Low Income Household Water Assistance Program (LIHWAP) Vendor Refund Policy

1. **Credit Balances** - If no change occurs in the residence of the LIHWAP recipient and the recipient retains the same supplier with an active account, the credit balance of LIHWAP funds remains with the Vendor until exhausted.
2. **Unclaimed Credit Balances** - In the event there is a balance of LIHWAP funds remaining on an account AND the account becomes inactive, AND the Vendor is unable to locate the customer, the balance of the funds is to be returned, by check, to the Division by the end of each program year (September 30). The returned check shall include all information listed in item number seven of this Refund Policy.
3. **Move Within State and Change of Water and/or Wastewater Services Provider** - If the LIHWAP recipient changes water and/or wastewater services providers or moves to another residence within the state and has a relationship with a new provider, the Vendor holding the credit balance of the LIHWAP payment(s) must transfer the balance to the new water and/or wastewater services provider (Vendor) or new account.
4. **Move and No Relationship with Vendor** - When a LIHWAP recipient moves his or her household and as a result the recipient has no direct relationship with a Vendor, any credit balance of LIHWAP payments is to be returned by check to the Division with the information listed in number seven of this Refund Policy.
5. **Move Out of State** - When a LIHWAP recipient moves out of New Jersey, any credit balance of LIHWAP payments shall be returned by check to the Division with the information listed in number seven of this Refund Policy.



6. Deceased Recipient - In the event a credit balance remains, and the account is closed, the credit balance will be refunded to the program no later than the end of the program year (September 30). Submit a check to the Division with the information listed in number seven of this Refund Policy.

7. Return Address for Refunds to the State of New Jersey - Mail refunds to:

NJ Department of Community Affairs
Division of Housing and Community Resources
Low-Income Household Water Assistance Program
ATTN: LIHWAP REFUND
101 South Broad Street (5th Floor)
Trenton, NJ 08625-0811

Refunds must include the following information: Customer name, Customer address, Date of LIHWAP payment to Vendor, Reason for the return.

8. Vendor Payments – All LIHWAP payments made to a Vendor shall be applied to current water and/or wastewater services costs. LIHWAP payments that exceed current costs shall be applied as credit to the customers' account. Credit balances shall be handled in accordance with the policies of this contract. Any balance remaining shall be credited to the customers' account.

9. Incorrect Payments – All Vendors are required to review the weekly payment register for accuracy of LIHWAP payments. In the event a payment is made in error, the Vendor shall contact the Division's Help Desk at LIHWAP@dca.nj.gov. Contact must occur within 30 days to correct the error. If payments are made in error, any corrections needed will be determined by the Division.

BOROUGH OF HIGHLAND PARK
NO. 4-22-106

RESOLUTION TO ADJUST WATER & SEWER UTILITY ACCOUNT
BLOCK 3701, LOT 20, 65 WOODBRIDGE AVENUE

RESOLUTION: Finance Committee

WHEREAS, there is a need to adjust the utility account for a property in the Borough of Highland Park due to a malfunction in a customer-owned meter; and

WHEREAS, the Borough estimated the billings starting in the first quarter 2020 through the second quarter of 2021 due to a lack of accurate readings from the customer-owned meter; and

WHEREAS, the customer replaced the broken meter in March 2021 and there are now three quarters of accurate usage data in the system from the new meter; and

WHEREAS, that property is identified as Block 3701 Lot 20, 65 Woodbridge Ave (Account #30230540-0).

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

1. The calculated quarterly average using readings from the past three quarters (Q3 2021, Q4 2021 and Q1 2022) is 18,167 cubic feet.
2. The Tax Collector shall apply this average quarterly usage to the period starting first quarter 2020 through the second quarter of 2021 (six quarters total), which comes to 109,002 cubic feet of usage or \$13,624.16 in water and sewer billings.
3. The Tax Collector shall adjust the account balance by \$11,531.97 to reflect the difference between \$13,624.16 and the amount billed to the customer during this same period.

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

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April, 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
No. 4-22-107

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 4, 2022 showing the names of the officers and employees of the Borough of Highland Park whose salaries are on an annual and hourly basis, there have been the following changes, to wit:

Luke Cheslock, Seasonal Recreation Employee, at an hourly rate of \$15.00, effective 03/15/2022
Alex Pellicane, Seasonal Recreation Employee, at an hourly rate of \$13.00, effective 03/15/2022
Ian Pellican, Seasonal Recreation Employee, at an hourly rate of \$13.00, effective 03/15/2022
Ciara Marsh, Seasonal Recreation Employee, at an hourly rate of \$13.00, effective 03/15/2022
Dov Fine, Seasonal Recreation Employee, at an hourly rate of \$13.00, effective 03/18/2022

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: April 5, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

BOROUGH OF HIGHLAND PARK
NO. 4-22-108

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 4/5/2022 can be found in the Bills List Journal Book No. 42.

ADOPTED: April 5, 2022

ATTEST:

Jennifer Santiago, Borough 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 5th day of April 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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