

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
JUNE 14, 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:

Please click the link below to join the webinar:

<https://zoom.us/j/93446025714>

Or Telephone: 1 929 205 6099

Webinar ID: 934 4602 5714

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

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

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

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

AGENDA

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

1. Call to Order and Open Public Meetings Statement.
2. Pledge of Allegiance.
3. Roll Call.
4. Agenda Questions by Council Members.
5. Honors and Awards.
6. Approval of Minutes.
7. Council Reports.

8. Borough Administrator's Report.
9. Borough Attorney's Report.
10. Mayor's Report.
11. Public Participation.
(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).
12. Ordinances Requiring a Second Reading.
 - 12.a Clerk reports advertising Bond Ordinance for Various Roadway 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. 6-22-144 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**
 - 12.b Clerk reports advertising Amending Chapter 230 Concerning Deed Restricted Control Periods and Mandatory Set-aside Requirements for consideration of passage on final reading by title.
 - a. MOTION to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 6-22-145 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 advertising Ordinance amending Wrecker 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. 6-22-146) **ROLL CALL VOTE**
 - 13.b Clerk reports introduction of ordinance amending Chapter 230 Land Development Concerning Parking Regulations for all Zoning Districts and Bulk Regulations and Form-Based Residential Design Standards for Single and Two-Family Dwellings, for consideration of passage on first reading by title.
 - a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 6-22-147) **ROLL CALL VOTE**
14. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

- 14.a *6-22-148 Resolution to Amend Annual Salary Resolution
- 14.b *6-22-149 Resolution to Approve 2022 Tree Watering Contract
- 14.c *6-22-150 Resolution to Approve Contract with Mulvey Electric for Establishment of Electric Service at Molimock-Graff Park
- 14.d *6-22-151 Resolution in Support of Governor Murphy's Improved Gun Safety Bill for State of New Jersey
- 14.e *6-22-152 Resolution to Approve 2022-2023 ABC Licenses - Plenary Retail Distribution and Consumption.
- 14.f *6-22-153 Resolution to Approve 2022-2023 ABC Club License
- 14.g *6-22-154 Resolution to Approve 2022-2023 Inactive ABC License - Four W Properties LLC.
- 14.h *6-22-155 Resolution Authorizing Professional Services Agreement with CME Associates for Engineering Services related to the NJDOT Permit Application for Permanent Closure of So. Third Avenue
- 14.i *6-22-156 Resolution Authorizing Installation of Parklets on So. 3rd and No. 4th Avenues
- 14.j *6-22-157 Resolution Authorizing Professional Services Agreement to GEI Consultants for Professional Engineering and Geotechnical Expert Services related to Litigation - JSM vs. Highland Park
- 14.k *6-22-158 Resolution Authorizing Settlement of Litigation - Docket No. MID-L-2064-22
- 14.l *6-22-159 Resolution to Approve Pay Estimate No. 1 for Highland Park High School Athletic Field Improvements (Rec Complex) - Hellas Construction Inc.
- 14.m *6-22-160 Resolution Authorizing Execution/Acceptance of the FY2023 Municipal Alliance Contract with the County of Middlesex.
- 14.n *6-22-161 Resolution to Approve Bills List
- 15. Resolutions requiring a Separate Reading.
 - 15.a 6-22-162 Chapter 159 - NJDEP Clean Communities Grant
MOTION adopt/reject **ROLL CALL VOTE**

15.b 6-22-163 Chapter 159 - Sustainable Jersey Grant
MOTION adopt/reject **ROLL CALL VOTE**

15.c 6-22-164 Chapter 159 - Middlesex County Community Development Block Grant
MOTION adopt/reject **ROLL CALL VOTE**

16. Appointments.

Mayor appoints the following to the Zoning Board of Adjustment:

Judy Richman

Robert Rothberg

MOTION TO CONFIRM

ROLL CALL VOTE

Mayor appoints the following to the Public Information Committee:

Holly Turner

Jen Voorhees

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).

20.a 6-22-165 Executive Session: Litigation - Botteon v. Borough of Highland Park
MOTION adopt/reject **ROLL CALL VOTE**

21. MOTION to adjourn.

22. **Next Scheduled Meeting: July 5, 2022**

BOROUGH OF HIGHLAND PARK
No. 6-22-144

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 VARIOUS 2022 ROADWAY IMPROVEMENTS BY AND IN THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,900,000 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 her, 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: June 14, 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 14th day of June 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 22-2052

BOND ORDINANCE PROVIDING FOR VARIOUS 2022 ROADWAY IMPROVEMENTS BY AND IN THE BOROUGH OF HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY; APPROPRIATING \$2,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,900,000 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 \$2,000,000, which amount includes the down payment in the amount of \$100,000 (the "Down Payment") now available for said improvement or purpose as required by the Local Bond Law, as amended and supplemented (N.J.S.A. § 40A:2-1 et seq.) (the "Local Bond Law"). Said Down Payment is now available therefor by virtue of provision or provisions in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof, and to meet the part of said \$2,000,000 appropriation not

provided for by application hereunder of said Down Payment, negotiable bonds of the Borough are hereby authorized to be issued in a principal amount not exceeding \$1,900,000 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 \$1,900,000 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, reconstruction, milling, overlaying, surfacing and resurfacing, as required, of various roadways within the Borough. Such improvements or purposes shall include, but are not limited to, as required, repairs to and/or removal and replacement of, as applicable, curbing, curb ramps and driveway aprons, and landscaping, excavation and pavement striping, and also including all engineering and design work, surveying, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, and all work, materials, labor, accessories, appurtenances and equipment 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 \$1,900,000.

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

to be issued therefor is the Down Payment in the amount of \$100,000 available for such improvements or purposes.

SECTION 4. 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. 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 ten (10) 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 \$1,900,000, 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 \$400,000 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: May 17, 2022**

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

**ADOPTED ON SECOND READING
DATED: June 14, 2022**

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

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2022.

**GAYLE BRILL MITTLER,
Mayor**

BOROUGH OF HIGHLAND PARK
No. 6-22-145

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, "AN ORDINANCE CONCERNING THE BOROUGH OF HIGHLAND PARK AFFORDABLE HOUSING PROGRAM AND AMENDING CHAPTER 230 OF THE "CODE OF THE BOROUGH OF HIGHLAND PARK" CONCERNING DEED RESTRICTED CONTROL PERIODS AND MANDATORY SET-ASIDE REQUIREMENTS", passed on final reading at this meeting be delivered to the Mayor for his/her approval, and if approved by her, 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: June 14, 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 14th day of June 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. 22-2053**

**AN ORDINANCE CONCERNING THE BOROUGH OF HIGHLAND PARK
AFFORDABLE HOUSING PROGRAM AND AMENDING CHAPTER 230 OF THE
“CODE OF THE BOROUGH OF HIGHLAND PARK” CONCERNING DEED
RESTRICTED CONTROL PERIODS AND MANDATORY SET-ASIDE
REQUIREMENTS**

BE IT ORDAINED by the Borough Council of The Borough of Highland Park, County of Middlesex, State Of New Jersey as follows:

Section 1. Sections 86-13 and 86-17 of the “Code of the Borough of Highland Park” which establish control periods for ownership and rental units is amended to read as follows: (underlined material is new).

Section 86-13, “Control periods for restricted ownership units and enforcement mechanisms” is hereby amended to read as follows:

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:8—26.5, and each restricted ownership shall remain subject to the controls on affordability for a period of at least 30 years and until the municipality takes action thereafter to release the controls on affordability. After thirty years, the Borough shall have unilateral authority to extend such affordability controls.

Section 86-17, “Control periods for restricted rental units” is hereby amended to read as follows:

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years, until the municipality takes action to release the controls on affordability. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented. After thirty years, the Borough shall have unilateral authority to extend such affordability controls.

Section 2. A **NEW** Article XXIII of Chapter 230 is hereby added to said Code to establish affordable housing mandatory set-aside requirement and shall read as follows:

Article XXIII. Affordable Housing Requirements

§ 230-207. Affordable Housing Mandatory Set-Aside

A. Purpose

This Article is intended to ensure that any site that benefits from a rezoning, variance or redevelopment plan approved by the Borough or the Borough Planning/Zoning Board that results

in multi-family residential development of five (5) dwelling units or more produces affordable housing at a set-aside rate of twenty percent (20%). This section shall apply except where inconsistent with applicable law. This ordinance shall not apply to existing affordable housing inclusionary zones, which predate the effective date of this ordinance.

B. Affordable Housing Mandatory Set-Aside Requirement

If the Borough or the Borough Planning Board/Zoning Board permits the construction of multi-family or single-family attached residential development that is “approvable” and “developable,” as defined at N.J.A.C. 5:93-1.3, the Borough or the Borough’s Planning Board/Zoning Board shall require that an appropriate percentage of the residential units be set aside for very low, low- and moderate-income households. This requirement shall apply beginning with the effective date the Article creating this section was adopted to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Borough’s Planning Board or Zoning Board. For any such development for which the Borough’s land use ordinances already permitted residential development as of the effective date of this Article, this requirement shall only apply if the Borough or the Borough’s Planning Board or Zoning Board permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Article. Nothing in this paragraph precludes the Borough or the Borough’s Planning Board or Zoning Board from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For all inclusionary projects, the appropriate set-aside percentage will be twenty percent (20%) regardless of tenure. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment or variance, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Borough’s Settlement Agreement with FSHC, which was executed on December 22, 2017, or in the Borough’s Adopted Housing Element and Fair Share Plan dated December 18, 2018, for which density and set-aside standards shall be governed by the specific standards set forth therein.

Furthermore, this Article shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the next number of dwelling units is five (5) or more.

All affordable units produced as a result of this Article shall comply with the Borough’s Affordable Housing Ordinance, Chapter 86 of this Code, COAH and UHAC regulations and applicable laws, including, but not limited to bedroom and income distributions and income distributions requirements within each bedroom category. This obligation also includes compliance with the Fair Housing Act’s (“FHA”) very low-income requirements, including the requirement that at least 13% very low-income units as defined by the FHA (households earning no more than 30% of the region’s median income).

§230-208. Conflicts; Severability.

- A. If any article, section, subsection, sentence, clause or phrase of this Article is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Article and they shall remain in full force and effect.

- B. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Borough of Highland Park, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the General Ordinances of the Borough of Highland Park are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 3.

This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Middlesex County Planning Board pursuant to N.J.S.A. 40:55D-16, and the Borough Tax Assessor as required by N.J.S.A. 40:49-2.1.

Introduced at the meeting on May 17, 2022

Adopted: June 14, 2022

Attest:

Approved: June 14, 2022

Jennifer Santiago
Borough Clerk

Gayle Brill Mittler
Mayor

BOROUGH OF HIGHLAND PARK
NO. 6-22-146

RESOLUTION: Economic Development & Planning Committee

WHEREAS, an Ordinance entitled, “AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AMENDING SECTION 407-11 OF THE “CODE OF THE BOROUGH OF HIGHLAND PARK” SETTING FORTH THE FEE SCHEDULE FOR BASIC TOWING SERVICES.”., 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, July 5, 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: June 14, 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 14th day of June 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. 22-2054**

AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AMENDING SECTION 407-11 OF THE “CODE OF THE BOROUGH OF HIGHLAND PARK” SETTING FORTH THE FEE SCHEDULE FOR BASIC TOWING SERVICES.

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

1. Section 407-11 of the “Code of the Borough of Highland Park” which sets forth a fee schedule for basic towing service fees within said Borough is amended by adding thereto fees for decoupling and moving trucks and shall read as follows:

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]
Decoupling (days)	\$110.00
Decoupling and Movement (days)	\$115.00
Decoupling (nights)	\$120.00
Decoupling and Movement (nights)	\$125.00

Decoupling Straight Truck Vehicles over 12,500 GVW (day or night)	\$120.00*
Decoupling Tractor Trailer Vehicles Over 12,500 GVW (day or night)	\$325.00*

***Note**

There shall be no decoupling and movement of trucks over 12,500 GVW.

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

Introduced and Passed on First Reading: June 14, 2022

ADOPTED: _____, 2022

ATTEST:

APPROVED: _____, 2022

Jennifer Santiago
Borough Clerk

Gayle Brill Mittler
Mayor

BOROUGH OF HIGHLAND PARK
NO. 6-22-147

RESOLUTION: Economic Development & Planning Committee

WHEREAS, an Ordinance entitled, “AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY AMENDING CHAPTER 230, LAND DEVELOPMENT CONCERNING: PARKING REGULATIONS FOR ALL ZONING DISTRICTS; AND BULK REGULATIONS AND RESIDENTIAL DESIGN STANDARDS FOR SINGLE- AND TWO-FAMILY DWELLINGS”., 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, August 2, 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: June 14, 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 14th day of June 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. 22-2055

AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY AMENDING CHAPTER 230, LAND DEVELOPMENT CONCERNING: PARKING REGULATIONS FOR ALL ZONING DISTRICTS; AND BULK REGULATIONS AND RESIDENTIAL DESIGN STANDARDS FOR SINGLE- AND TWO-FAMILY DWELLINGS

BE IT ORDAINED by the Borough Council of the Borough of Highland Park that the following amendments to Chapter 230 are hereby enacted (underlined material is new and is added; [bracketed] material is deleted):

SECTION 1. Section 230-3 of the “code of the Borough of Highland Park” concerning Definitions is hereby amended and shall read as follows:

BLOCK

The area bounded by one or more streets or a municipal boundary of sufficient size to accommodate a lot or lots of the minimum size required in this chapter. [For purposes of defining the geographical area upon which to calculate the percent of existing single-family detached dwellings which have garage doors facing the street, the area of calculation shall include that portion of the block upon which the garage is to face and be located calculated to the nearest intersecting streets and/or municipal boundary(ies) on both sides of the proposed garage as well as that portion of the block across the street whose homes face the proposed garage calculated to the nearest intersecting streets and/or municipal boundary(ies). If the garage is to be located on a block less than 600 feet in length, then the calculations would include those blocks on either side of the block upon which the garage is to be located as well as that block across the street.]

SECTION 2. Section 230-82 of the “Code of the Borough of Highland Park” concerning Height is hereby deleted and reserved.

SECTION 3. Section 230-83 of the “Code of the Borough of Highland Park” concerning Nonconforming uses, structures or lots is hereby deleted and reserved.

SECTION 4. Section 230-91 of the “Code of the Borough of Highland Park” concerning Accessory buildings is hereby deleted and reserved.

SECTION 5. Section 230-122.1 of the “Code of the Borough of Highland Park” concerning Attached garages is hereby deleted.

SECTION 6. Section 230-132 of the “Code of the Borough of Highland Park” concerning certain regulations in the RA Single-Family Residential Zone is hereby amended and shall read as follows:

D. Bulk regulations.

- (1) The requirements for this district of lot area and width, yard dimensions, building coverage, and height shall be listed in the bulk schedule for the RA Zone contained in § 230-149 of this chapter. [Any handicapped ramp leading to the ground floor shall be exempt from the Zoning Bulk Schedule requirements contained in § 230-149 of this chapter.]

F. Parking.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

[Off-street parking space with appropriate access thereto shall be provided on the same lot it is intended to serve, in accordance with the following minimum standards.

- (a) Single-family detached dwelling: two off-street parking spaces for each dwelling unit.]

SECTION 7. Section 230-133 of the “Code of the Borough of Highland Park” concerning certain regulations in the RB Two-Family Residential Zone is hereby amended and shall read as follows:

D. Bulk regulations.

- (1) The requirements for this district of lot area and width, yard dimensions, building coverage, and height shall be listed in the bulk schedule contained in § 230-149 of this chapter.

- (a) Single-family detached dwelling units: as regulated by the RA Zone.

- (b) Two-family dwelling units: as regulated by the RB Zone.

- [(2) Any handicapped ramp leading to the ground floor shall be exempt from the Zoning Bulk Schedule requirements contained in § 230-149 of this chapter.]

F. Parking.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

[Off-street parking space with appropriate access thereto shall be provided on the same lot it is intended to serve, in accordance with the following minimum standards:

- (1) Single-family detached dwelling: two off-street parking spaces for each dwelling unit.

- (2) Two-family dwellings: two off-street parking spaces for each dwelling unit.]

SECTION 8. Section 230-134 of the “Code of the Borough of Highland Park” concerning certain regulations in the RA-E Single-Family Residential – Ecological Preservation Zone is hereby amended and shall read as follows:

G. Parking.

- (1) [Off-street p]Parking [space with appropriate access thereto] for residential uses shall be [provided on the same lot it is intended to serve] required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-[4]1 et seq.).

SECTION 9. Section 230-135 of the “Code of the Borough of Highland Park” concerning certain regulations in the RM-G Residential Multifamily – Garden Apartment Zone is hereby amended and shall read as follows:

A. Permitted principal uses.

- (1) Garden apartments.

- (2) Two-family [planned] residential dwellings[as per the RC designation].

- (3) Single-family residential dwellings.

D. Bulk regulations.

- (1) The requirements for this district of lot area and width, yard dimensions, building coverage and height shall be listed in the bulk schedule contained in § 230-149 of this chapter.

- (a) Garden apartments: as regulated by the RM-G Zone.
- (b) Two-family dwellings: as regulated by the R[C]B Zone.
- (c) Single-family dwellings: as regulated by the RA Zone.

G. Parking.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

[Off-street parking space with appropriate access thereto shall be provided on the same lot or tract it is intended to serve, in accordance with the following minimum standards.

- (a) Garden apartments: two off-street parking spaces per dwelling unit.
- (b) Two-family planned dwellings: two off-street parking spaces per dwelling unit.
- (c) Single-family dwellings: two off-street parking spaces per dwelling unit.]

SECTION 10. Section 230-136 of the “Code of the Borough of Highland Park” concerning certain regulations in the RM-T Residential Multifamily – Townhouse Zone is hereby amended and shall read as follows:

A. Permitted principal uses.

- (1) Townhouse dwelling units.
- (2) Two-family [planned] residential dwelling units[, as per the RC designation].
- (3) Single-family residential dwelling units.

D. Bulk regulations.

- (1) The requirements for this district of lot area and width, yard dimensions, building coverage and height shall be listed in the bulk schedule contained in § 230-149 of this chapter.
 - (a) Townhouses: as regulated by the RM-T Zone.
 - (b) Two-family dwellings: as regulated by the R[C]B Zone, except that density regulations of RM-T Zone shall apply.
 - (c) Single-family dwellings: as regulated by the RA Zone.

- (2) NO CHANGES

G. Parking.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

[Off-street parking space with appropriate access thereto shall be provided on the same lot or tract it is intended to serve, in accordance with the following minimum standards.

- (a) Townhouse dwelling: two off-street parking spaces per dwelling unit.

- (b) Two-family planned dwelling: two off-street parking spaces per dwelling unit.
- (c) Single-family dwellings: two off-street parking spaces per dwelling unit.]

SECTION 11. Section 230-137 of the “Code of the Borough of Highland Park” concerning certain regulations in the RM-M Residential Multifamily – Mid-Rise Zone is hereby amended and shall read as follows:

F. Parking and other requirements.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

[Off-street parking space with appropriate access thereto shall be provided on the same lot or tract it is intended to serve, in accordance with the following minimum standards.

- (a) Mid-rise residential structure: two off-street parking spaces per dwelling unit.
 - (b) Townhouse dwelling: two off-street parking spaces per dwelling unit.
 - (c) Single-family residential dwelling: two off-street parking spaces per dwelling.]
- (2) All elevators included in any project shall provide adequate width and length and shall provide adequate door width for use by any stretchers or other devices used by the Highland Park emergency service agencies.

G. Permitted signs.

- (1) All signs as specified in the RA Zone.
- (2) All signs as specified in the R[C]B Zone.

SECTION 12. Section 230-138 of the “Code of the Borough of Highland Park” concerning certain regulations in the RMT-W Residential Multifamily Townhouse – Waterfront Preservation Zone is hereby amended and shall read as follows:

A. Principal permitted uses.

- (1) [Planned t]Two-family dwellings[, as per the RC Zone designation], including provision of one marina slip per dwelling unit.
- (2) Townhouse dwelling units, including provision of one marina slip per dwelling unit.
- (3) Marina facilities related to yacht, boat, motorboat basin and/or marina and/or dockage, only when designed in conjunction with a permitted residential development project, and subject to the conditions as set forth in Subsection G herein.

D. Bulk regulations.

- (1) The requirements for this district of lot area and width, yard dimensions, building coverage and height shall be listed in the bulk schedule contained in § 230-149 of this chapter.
 - (a) Townhouses: as regulated by the RM-T Zone, except as specified in Subsection F of this section.

- (b) Two-family dwellings: as regulated by the R[C]B Zone, except that density regulations of RMT-W shall apply.

(2) NO CHANGES

H. Parking.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).

[Off-street parking space with appropriate access thereto shall be provided on the same lot or tract it is intended to serve, in accordance with the following minimum standards.

- (a) Townhouse dwelling: two off-street parking spaces per dwelling unit.
- (b) Two-family planned dwelling: two off-street parking spaces per dwelling unit.]

- (2) Parking for non-residential uses shall be required in accordance with the following minimum standards:

[(c)a] Retail and service establishments: one parking space for each 300 square feet of gross floor area of the establishment.

[(d)b] Leased marina slips: 1 1/4 parking spaces for each leased slip.

I. Permitted signs.

- (1) All signs as specified in the R[C]B Zone.

SECTION 13. Section 230-139 of the “Code of the Borough of Highland Park” concerning certain regulations in the RMT-H Residential Multifamily Townhouse – Historic Preservation Zone is hereby amended and shall read as follows:

B. Permitted principal uses.

- (1) Townhouse dwelling units.
- (2) Two-family [planned] residential dwelling units [as per the RC designation].
- (3) Single-family residential dwelling units.
- (4) Ad[o]aptive reuse of existing historic structures to be preserved.
- (5) Mid-rise residential apartment structures (three to seven stories in height).
- (6) Office uses, including medical and dental, in existing structures which are deemed to be of a historical nature and/or architecturally significant.
- (7) Artist and/or photography studios and/or offices.

E. Bulk regulations.

- (1) The requirements for this district of lot area and width, yard dimensions, building coverage and height shall be listed in the bulk schedule contained in § 230-149 of the chapter.
 - (a) Townhouses: as regulated by the RMT-H Zone.
 - (b) Two-family dwellings: as regulated by the R[C]B Zone, except that density regulations of RMT-H shall apply.

- (c) Single-family dwellings: as regulated by the RA Zone, except that density regulations of RMT-H shall apply.
- (d) Mid-rise buildings: as regulated by the RMT-H Zone.
- (e) Offices: as regulated by the RMT-H Zone.
- (f) Maximum floor area ratio for permitted offices and studios: .028.

(2) NO CHANGES

I. Parking.

(1) [Off-street p]Parking [space with appropriate access thereto shall be provided on the same lot or tract it is intended to serve, in accordance with the following minimum standards:

(a) F]for residential uses[: parking standards as per] shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.)[shall apply].

(2) Parking for non-residential uses shall be required in accordance with the following minimum standards:

([b]a) For office uses: one parking space per 250 square feet of gross floor area.

([c]b) For medical and dental offices: one space per every 175 square feet of gross floor area or five spaces for each doctor or dentist, plus one additional space for each employee, whichever is greater.

SECTION 14. Section 230-140 of the “Code of the Borough of Highland Park” concerning certain regulations in the CBD Central Business District Zone is hereby amended and shall read as follows:

G. Off-street parking and loading.

(1) Parking and loading requirements.

(a) Public and private parking lots are permitted.

(b) Off-street loading berths for all retail and commercial establishments having a gross floor area in excess of 10,000 square feet: one loading space for every 10,000 square feet or fraction thereof of gross floor area.

(c) Parking requirements may be met in the CBD Zone through a shared parking arrangement between compatible uses. The off-site parking shall be located within two blocks of the subject property. Documentation shall be provided to support the feasibility of shared parking, including an analysis of the uses sharing the parking and the peak usage periods for each, hours of operation of uses proposed to share the parking, and lot capacity (number of spaces). A written contractual arrangement shall be secured for a minimum three-year period, with a renewable option between parties.

(d) Central Business District parking requirements:

Use	Parking Requirement
Residential uses	*
Permitted businesses/personal services	1/450 square feet gross floor area
Restaurants	1 per 3 seats

Banks	1/350 square feet gross floor area
Medical offices	1/250 square feet gross floor area
Retail uses	1/500 square feet gross floor area
Artist studio	1/1,000 square feet gross floor area
Artistic instruction space	1/450 square feet gross floor area

* Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) [do not specifically address parking requirements for residential units in mixed-use buildings in a downtown with transit and pedestrian facilities. A waiver of the RSIS standards may be warranted based on downtown conditions].

(2) NO CHANGES

SECTION 15. Section 230-142 of the “Code of the Borough of Highland Park” concerning certain regulations in the PO Professional Office Zone is hereby amended and shall read as follows:

E. Off-street parking and loading.

- (1) Parking for residential uses shall be required in accordance with the New Jersey Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.).
- (2) Parking for non-residential uses shall be required in accordance with the following minimum standards:

([2]a) For medical professional offices, off-street parking must be provided at the rate of three off-street parking spaces for each professional staff member plus one space for each permanent employee or one parking space for each 100 square feet of gross floor area, whichever is greater.

([2]b) For permitted business, office, laboratory and service establishments: one parking space for each 300 square feet of gross floor area.

SECTION 16. Section 230-149 of the “Code of the Borough of Highland Park” concerning the Zoning Bulk Schedule Requirements attachment (Attachment 3) is hereby amended as follows:

- Page 1 entitled “230 Attachment 3:1”
 - DELETE row “Minimum off-street parking spaces/dwelling unit”
 - DELETE row “Minimum distance between buildings (feet)”
 - DELETE footnote #2 “Maximum lot coverage for the RA Zone will be increased by 5% for the addition of decks only.”
 - DELETE footnote #3 “See N.J.A.C. 5:21-4”
 - DELETE rows “Accessory Buildings,” “Minimum side yard (feet),” “Minimum rear yard (feet),” and “Maximum height (feet)” at the bottom of the chart
- Page 2 entitled “230 Attachment 3:2”
 - DELETE row “Minimum off-street parking spaces/dwelling unit”
 - DELETE row “Minimum distance between buildings (feet)”
 - DELETE rows “Accessory Buildings,” “Minimum side yard (feet),” “Minimum rear yard (feet),” and “Maximum height (feet)” at the bottom of the chart
- Page 3 entitled “230 Attachment 3:3”
 - DELETE row “Minimum off-street parking spaces/dwelling unit”
 - DELETE row “Minimum distance between buildings (feet)”
 - DELETE rows “Minimum side yard (feet),” “Minimum rear yard (feet),” and “Maximum height (feet)” at the bottom of the chart

SECTION 17. Article XV, Zoning Regulations, of the “Code of the Borough of Highland Park” is hereby amended to add a new Section 230-149.1 – Supplementary regulations:

§ 230-149.1 **Supplementary regulations.**

A. Permitted projections.

- (1) Non-enclosed one-story porches, porticos, stoops and entrance platforms leading to the front entrance on the ground floor may project no more than eight (8) feet into a front yard setback.
- (2) Non-enclosed one-story porches, porticos, stoops, entrance platforms and uncovered decks leading to the basement, cellar or the ground floor may project no more than four (4) feet into a side or rear yard setback.
- (3) Non-enclosed one-story porte-cochere or carport may project no more than four (4) feet into a side or rear yard setback.
- (4) Cornices, eaves, cantilevered roofs, gutters, downspouts, awnings, canopies, bay windows and uncovered balconies may project no more than three (3) feet into any yard setback.
- (5) Belt courses, windowsills and other similar ornamental features may project no more than nine (9) inches into any yard setback.
- (6) Window wells may project no more than five (5) feet into any yard setback.
- (7) Fire escapes may project no more than five (5) feet into a side or rear yard setback.
- (8) In no case shall a permitted projection attached: (a) to any principal or accessory structure be less than five (5) feet from a front lot line; (b) to any principal structure be less than three (3) feet from a side or rear lot line; and (c) to any accessory structure be less than one (1) foot from a side or rear lot line.
- (9) Accessible ramps and steps leading to a porch, portico, stoop or other entrance on the ground floor may project into any yard setback without limitation, provided that such structures do not encroach upon the public right-of-way and adjoining properties.
- (10) Awnings, canopies and marquees associated with a non-residential use on the ground floor may project into the public right-of-way without limitation, provided that such structures have a vertical clearance of no less than eight (8) feet and are set back no less than four (4) feet from the face of curb along the street.

B. Height exemptions

- (1) The height limitations of this chapter shall not apply to fire walls, parapet walls, cornices and other similar elements, provided that such shall not exceed the applicable height requirements by more than three (3) feet.
- (2) The height limitations of this chapter shall not apply to building service equipment (e.g., condensers, cooling towers, exhaust fans, and other mechanical equipment), solar panels, bulkheads, elevator penthouses, stair enclosures, roof access stairwells, skylights or atrium structures, and architectural appurtenances (e.g., chimneys, cupolas, steeples, belfries, spires, and other similar elements), provided that such shall not exceed the applicable height requirements by more than 10 feet.

C. Minimum separation distance from seasonal high water table elevation.

The following provisions shall apply to all applications involving the construction, reconstruction, or addition to a single- or two-family dwelling. In the case of an application involving reconstruction or addition of less than 500 square feet of building footprint, the following provisions may be waived at the determination of the Zoning Official, Borough Engineer, or the Board having jurisdiction.

- (1) No less than two (2) test pits shall be completed for up to 5,000 square feet of building footprint, and no less than one (1) additional test pit shall be completed for each additional 5,000 square feet of building footprint or part thereof.
- (2) Test pits shall be completed within 15 feet of the perimeter of the footprint of the proposed structure and/or within the area of any proposed recharge facility.
- (3) Test pits shall extend to a depth of no less than three (3) feet below the proposed lowest finished floor elevation, basement floor, cellar floor, crawl space floor, slab on grade construction, and the bottom of any proposed recharge facility. The results of the test pits and permeability tests for recharge facilities shall indicate the nature of the subsoil conditions, the permeability test results, and the seasonal high water table elevation, and shall be provided in a report that is signed and sealed by a New Jersey licensed professional engineer.
- (4) The separation distance between the seasonal high water table elevation and the proposed lowest finished floor elevation, basement floor, cellar floor, crawl space floor, slab on grade construction, and the bottom of any recharge facility shall be no less than two (2) feet.

D. Maximum separation distance from grade.

The following provisions shall apply to all applications involving the construction of a single- or two-family dwelling.

- (1) The separation distance between the finished floor elevation of the ground floor (excluding an attached garage) and the average finish grade, or preconstruction grade, whichever is lower in elevation, as measured along the front wall of the structure closest to the street, shall not exceed four (4) feet.

SECTION 18. Article XV, Zoning Regulations, of the “Code of the Borough of Highland Park” is hereby amended to add a new Section 230-149.2 – Dynamic bulk requirements for single- and two-family dwellings:

§ 230-149.2 Dynamic bulk requirements for single- and two-family dwellings.

A. Prevailing front yard setback

- (1) Front yard setbacks for lots involved in any site plan, subdivision development or individual application involving a new single- or two-family dwelling shall be within two (2) feet of the average setback distance of existing buildings located immediately adjacent to the lot on the same side of the street in the same block. Setbacks shall be measured to the nearest part of the dwelling excluding porches, porticos, and stoops.
- (2) In no case shall the front yard setback be less than the setback distance of such existing buildings located immediately adjacent to the lot or be less than 10 feet.
- (3) In the case where the adjacent lot is a vacant lot, such lot shall be disregarded and the existing building located immediately adjacent to the vacant lot shall be utilized, provided it is located on the same side of the street in the same block.
- (4) In the case where the adjacent lot is a vacant corner lot, such lot shall be disregarded and the existing building located immediately adjacent to the other adjacent lot shall be utilized, provided it is located on the same side of the street in the same block.
- (5) An individual application for an addition to a single- or two-family dwelling shall not be required to, but may, utilize the prevailing front yard as permitted above.

B. Proportional side yard setbacks

- (1) Side yard setbacks shall be proportional to the width of the lot, as follows:

Lot Width	Single	Combined
Less than 40 feet	5 feet	15 feet
40 feet to less than 50 feet	6 feet	16 feet
50 feet to less than 60 feet	7 feet	17 feet
60 feet to less than 80 feet	8 feet	18 feet
80 feet to less than 100 feet	10 feet	20 feet
100 feet and greater	10 feet	25 feet

C. Proportional lot coverage & impervious coverage

- (1) Lot coverage and impervious coverage shall be proportional to the area of the lot, as follows:

Lot Area	Lot	Impervious
Less than 4,000 square feet	30.0%	45.0%
4,000 square feet to less than 6,000 square feet	30.0%	42.5%
6,000 square feet to less than 8,000 square feet	30.0%	40.0%
8,000 square feet to less than 10,000 square feet	27.5%	37.5%
10,000 square feet and greater	25.0%	35.0%

D. Lot coverage and impervious coverage exemptions

- (1) The following shall be exempt from the calculations for lot coverage and impervious coverage:
- (a) Mechanical equipment, not to exceed 100 square feet in the aggregate. Any additional square footage beyond the first 100 square feet in the aggregate shall be included in the calculations for lot coverage and impervious coverage.
 - (b) Non-enclosed one-story porch, porticos, stoops and entrance platforms leading to the front entrance on the ground floor, not to exceed 160 square feet in the aggregate. Any additional square footage beyond the first 160 square feet in the aggregate shall be included in the calculations for lot coverage and impervious coverage.
 - (c) Uncovered decks leading to the basement, cellar or ground floor, not to exceed 200 square feet in the aggregate. Any additional square footage beyond the first 200 square feet in the aggregate shall be included in the calculations for lot coverage and impervious coverage.
 - (d) Detached garages located behind the rear wall of the dwelling, not to exceed 240 square feet in the aggregate. Any additional square footage beyond the first 240 square feet in the aggregate shall be included in the calculations for lot coverage and impervious coverage.
 - (e) Pervious and/or paver patios at grade, not to exceed 200 square feet in the aggregate. Any additional square footage beyond the first 200 square feet in the aggregate shall be included in the calculation for impervious coverage.
 - (f) In no case shall all of the above exemptions exceed a total of 500 square feet in the aggregate. Any additional square footage beyond the first 500 square feet in the aggregate shall be included in the calculations for lot coverage and/or impervious coverage.
- (2) Accessible ramps leading to the front entrance on the ground floor shall be exempt from the calculations for lot coverage and impervious coverage, without limitation.

SECTION 19. Article XV, Zoning Regulations, of the “Code of the Borough of Highland Park” is hereby amended to add a new Section 230-149.3 – Nonconforming uses, structures or lots:

§ 230-149.3 Nonconforming uses, structures or lots.

The lawful use of land or structures existing when this chapter was adopted may be continued on the lot or in the structure although they may not conform to this chapter, and any such structure may be restored or repaired in the event of partial destruction thereof; provided, however, that none shall be enlarged, extended, relocated, converted to another use or altered, except in conformity with this chapter and as permitted below. Land on which a nonconforming use or structure is located and any nonconforming lot shall not be subdivided or resubdivided so as to be made more nonconforming in any manner.

A. General provisions.

- (1) **Abandonment.** A nonconforming use shall be considered abandoned if it is terminated by the owner; if a nonconforming use involving a structure is discontinued; or if a nonconforming use of land without structure(s) ceases. The subsequent use of the abandoned building, structure and/or land shall be in conformity with this chapter.
- (2) **Conversion to permitted use.** Any nonconforming use, structure or lot may be changed to conform to this chapter but shall not be changed back to a nonconforming status.
- (3) **Maintenance** may be performed on a nonconforming use, structure or lot, provided the maintenance work does not change the use, expand the building or the functional use of the building, increase the area of a lot used for a nonconforming purpose or increase the nonconformity in any manner.
- (4) **Restoration and repairs.**
 - (a) Any nonconforming use or structure which has been condemned or damaged by fire, explosion, flood, windstorm or act of God shall be examined by the Code Enforcement Officer. If in the Code Enforcement Officer’s opinion the value of repairing the condition is greater than 50% of the value of replacing the entire structure, it shall be considered completely destroyed and may be rebuilt to the original specifications only upon approval of a use variance as provided by this chapter.
 - (b) Where the value of repairing the condition is determined to be less than or equal to 50% of the value of replacing the entire structure, the nonconforming use or structure may be rebuilt and used for the same purpose as before, provided it does not exceed the area, bulk and height of the original structure.
 - (c) The percent damaged or condemned shall be the current replacement costs of the portion damaged or condemned computed as a percentage of the current replacement cost of the entire structure, neither to include the cost of the foundation unless the foundation is damaged or condemned.
- (5) **Sale.** Any nonconforming use, structure or lot may be sold and continue to function in the same nonconforming manner.

B. Nonconforming lots.

- (1) A permitted single- or two-family dwelling on a lot that is nonconforming with respect to lot area, lot width or lot depth may be altered or enlarged and an accessory structure may be constructed, altered or enlarged without an appeal for variance relief, provided that all other provisions of this chapter are complied with.

C. Nonconforming yard setbacks.

- (1) A permitted single- or two-family dwelling that is nonconforming with respect to yard setbacks may be altered or enlarged without an appeal for variance relief, provided that such alteration or enlargement does not affect or increase the nonconformity, except where permitted as follows:
 - (a) The alteration or enlargement involves the extension of an existing exterior side wall with a nonconforming side yard setback that is no less than 50% of the individual side yard setback requirement. In no case shall an individual side yard setback be permitted to be less than three (3) feet from a side or rear lot line.
 - (b) The alteration or enlargement involves the extension of an existing exterior side wall with a nonconforming side yard setback that is no less than 75% of the combined side yard setback requirement.
 - (c) The alteration or enlargement within the setback area shall be limited to 15 feet in length and one (1) story in height at the ground floor or second floor. These provisions shall not apply to two-story additions or additions involving the third floor.

D. Nonconforming coverage.

- (1) A permitted single- or two-family dwelling on a lot that is nonconforming with respect to lot coverage or impervious coverage may be altered or enlarged without an appeal for variance relief, provided that such alteration or enlargement does not affect or increase the nonconformity.

E. Nonconforming height.

- (1) A permitted single- or two-family dwelling that is nonconforming with respect to height may be altered or enlarged without an appeal for variance relief, provided that such alteration or enlargement does not affect or increase the nonconformity.

SECTION 20. Article XV, Zoning Regulations, of the “Code of the Borough of Highland Park” is hereby amended to add a new Section 230-149.4 – Residential Design Provisions for Single- and Two-Family Dwellings and which section shall include the standards and illustrations as set forth in the Residential Form-Based Code, provided in the Addendum to this ordinance.

§ 230-149.4 Residential design provisions for single- and two-family dwellings.

- A. Residential design standards and illustrations shall be as provided in the Residential Form-Based Code.

RESIDENTIAL FORM-BASED CODE to be codified in full.

- B. Those design standards and illustrations contained in subsections A. through O. pertaining to residential building design and landscape design as contained therein shall apply to all applications involving construction, reconstruction or addition to a single- and two-family detached dwelling. In the case of an application involving reconstruction or addition of less than 500 square feet of building footprint, the following standards may be waived at the determination of the Zoning Official or the Board having jurisdiction.
- C. Those design standards and illustrations contained in subsection P. pertaining to driveway location and design as contained therein shall apply to all applications involving construction, reconstruction or expansion to driveways.

SECTION 21. Article XV, Zoning Regulations, of the “Code of the Borough of Highland Park” is hereby amended to add a new Section 230-149.5 – Accessory structures:

§ 230-149.5 **Accessory structures.**

A. Location.

- (1) No accessory structure shall be located within any front yard area.
- (2) An accessory structure shall be permitted to be located in the front yard area along the secondary street, provided that such structure shall be no closer than 15 feet from the properly line along the secondary street.
- (3) On corner lots and/or through lots, the Zoning Officer or the Board having jurisdiction shall have the ability to determine which streets shall constitute the primary and secondary streets for purposes of this subsection.

B. Setbacks.

- (1) Accessory structures shall be set back a minimum distance from the side and rear lot lines, based on the size of such structure and the district in which it is located, as follows:
 - (a) RA and RB districts: three (3) feet, provided that the structure does not exceed 100 square feet in area and does not exceed a height of 10 feet above grade.
 - (b) RA, RA-E (Residential Cluster), RB, RM-T, RMT-W, RMT-H, SC, CBD, C and PO districts: five (5) feet.
 - (c) RA-E, RM-G, RM-M, CS, and LI districts: 10 feet.
 - (d) C/R and QP districts: 25 feet.

C. Gross floor area.

- (1) No accessory structure in conjunction with a single- or two-family dwelling shall exceed 600 square feet in gross floor area.

D. Height.

- (1) No accessory structure in any district shall exceed 15 feet in height.

E. Exemptions.

- (1) Flagpoles, light or sign posts, walks, driveways, patios at ground level, mail boxes and fences and walls less than two (2) feet in thickness shall be exempt from the provisions of this subsection.

SECTION 22. Article XV, Zoning Regulations, of the “Code of the Borough of Highland Park” is hereby amended to add a new Section 230-149.6 – Mechanical equipment:

§ 230-149.6 **Mechanical equipment.**

A. Location.

- (1) No mechanical equipment shall be located within any front yard area.
- (2) Mechanical equipment shall be permitted to be located in the front yard area along the secondary street, provided that such equipment shall be no closer than 10 feet from the properly line along the secondary street.
- (3) On corner lots and/or through lots, the Zoning Officer or the Board having jurisdiction shall have the ability to determine which streets shall constitute the primary and secondary streets for purposes of this subsection.

B. Setbacks.

- (1) Mechanical equipment shall be set back a minimum distance from the side and rear lot lines as follows:
 - (a) Air conditioner (A/C) condenser units, stand-by generators, and fuel tanks: five (5) feet.
 - (b) Transformers: 10 feet.

C. Screening.

- (1) Mechanical equipment shall be properly screened from public view from any street by planting of evergreen shrubs, trees, berm, and/or a permitted fence or wall to provide an opaque visual barrier, provided that such shall be 100% visually impervious at all times of the year.

D. Exemptions.

- (1) Window air conditioner (A/C) condenser units and any mechanical equipment located fully below grade shall be exempt from the provisions of this subsection.

SECTION 23. Any article, section, paragraph, subsection, clause, or other provision of the BOROUGH Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 24. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 25. This ordinance shall take effect upon its passage and publication and filing with the County of Middlesex Planning Board, and as otherwise provided for by law.

Introduced and Passed on first
Reading: _____, 2022

Adopted: _____, 2022

Approved: _____, 2022

Attest:

Jennifer Santiago, Municipal Clerk

Gayle Brill-Mittler, Mayor

A. Orientation

- (1) The footprint location and front entrance of the dwelling shall be oriented to face toward and relate to the primary street and public sidewalk.
- (2) On corner and through lots, the Zoning Official or the Board having jurisdiction shall have the ability to determine which streets shall constitute the primary and secondary streets for the purposes of this subsection.

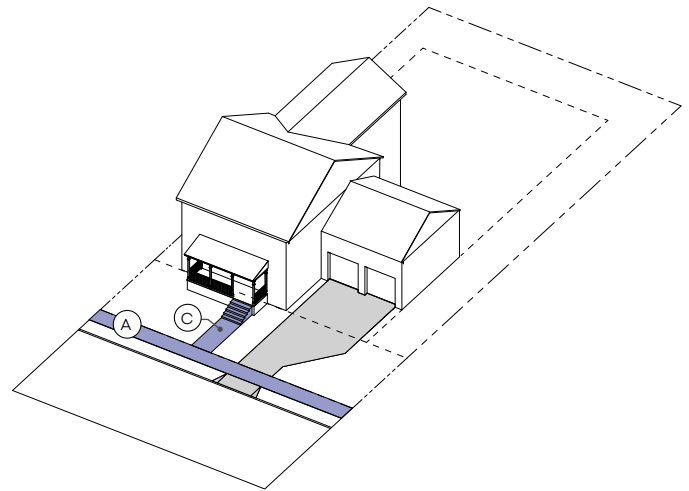
B. Public Sidewalks

- (1) Public sidewalks shall be provided in the right-of-way along all streets. (A)
- (2) Where such public sidewalk along the street extends beyond the right-of-way onto private property, a public access easement shall be provided for the portion of the public sidewalk located on private property.
- (3) The location and width of sidewalks shall be consistent with the location and width of existing public sidewalks adjacent to or near the lot to be developed.
- (4) The width of the public sidewalk shall be no less than four (4) feet. (B)

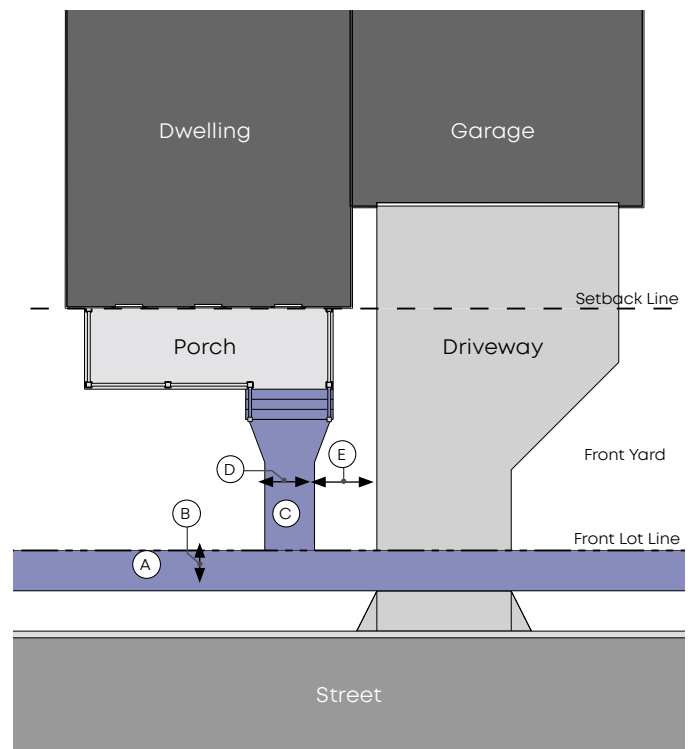
C. Private Walkways

- (1) Private walkways shall be located on a lot to facilitate pedestrian access between the public sidewalk and the front entrance of the dwelling, (C) with the following exceptions:
 - a. Lots with a front yard setback of 50 feet or greater.
 - b. Lots with a U-shaped driveway.
- (2) The width of the private walkway shall be no less than three (3) feet. (D)
- (3) The distance between the private walkway and the driveway shall be no less than three (3) feet, (E) with the exception of the portion of the private walkway providing access between the driveway and the front entrance of the dwelling.

Mid-Block Condition - Axon View



Mid-Block Condition - Plan View



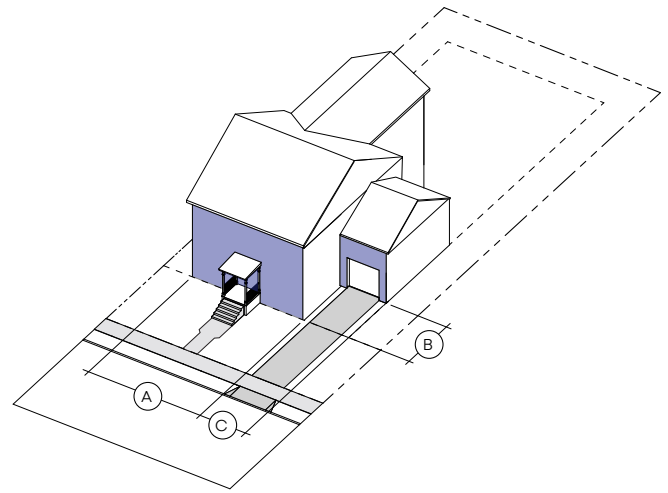
D. Front Wall Length

- (1) The length of any wall facing a street shall not exceed 40 feet. ^(A)
- (2) Such wall may extend beyond 40 feet in length by stepping inward or outward by an offset distance of no less than four (4) feet. ^(B)
- (3) The length of any wall facing a street to achieve the required stepping shall be no less than eight (8) feet. ^(C)

E. Front Wall Fenestration

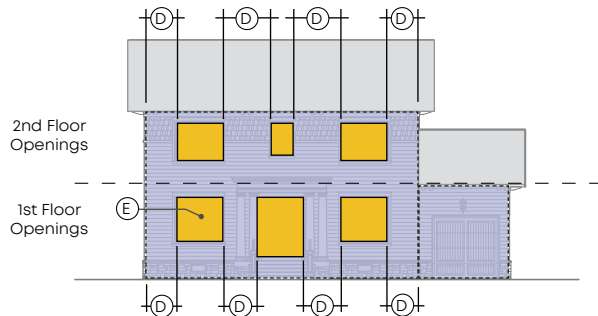
- (1) The length of a blank wall not containing windows, doors, garage bay doors or other openings facing a street shall not exceed 15 feet, as measured on each floor. ^(D)
- (2) The area of any wall facing a street shall consist of no less than 15% openings, ^(E) with the exception of garage bay doors and basement windows.
- (3) For the purposes of this subsection, walls shall be measured vertically from average finished grade to top of wall and horizontally from edge of framing to edge of framing. Fascia boards and areas behind a roof shall be excluded in the calculation of the total area of walls. Permitted openings shall be measured by the area of their rough openings, exclusive of trim and other decorative features.

Mid-Block Condition - Axon View



Minimum Fenestration

Note: Below image depicts 21% openings (in yellow)



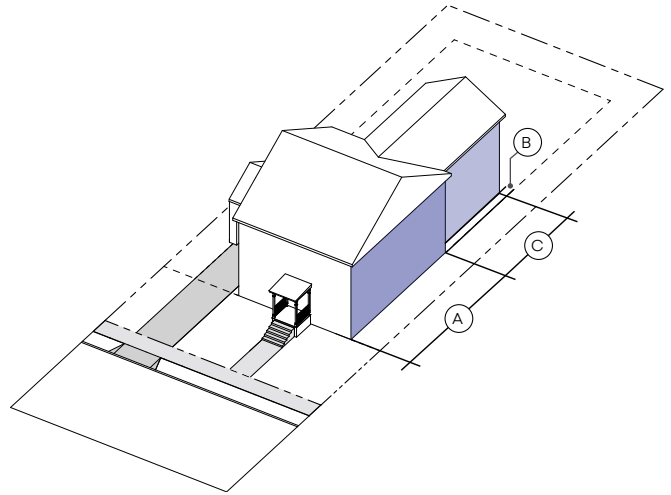
F. Side Wall Length

- (1) The length of any wall facing a side lot line shall not exceed 40 feet. ^(A)
- (2) Such wall may extend beyond 40 feet in length by stepping inward or outward by an offset distance of no less than two (2) feet. ^(B)
- (3) The length of any wall facing the side lot line to achieve the required stepping shall be no less than eight (8) feet. ^(C)

G. Side Wall Fenestration

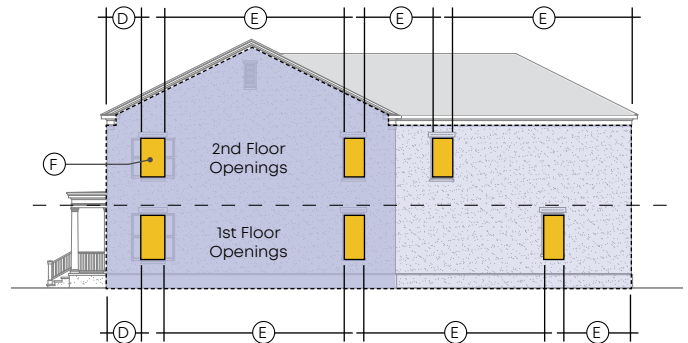
- (1) The length of blank wall not containing windows, doors, garage bay doors or other openings from the dwelling's front facade shall not exceed 10 feet, as measured on each floor. ^(D)
- (2) The length of blank wall not containing windows, doors, garage bay doors or other openings shall not exceed 25 feet, as measured on each floor. ^(E)
- (3) The area of any wall facing a side lot line shall consist of no less than 5% openings, ^(F) with the exception of garage bay doors and basement windows.
- (4) For the purposes of this subsection, walls shall be measured vertically from average finished grade to top of wall and horizontally from edge of framing to edge of framing. Fascia boards and areas behind a roof shall be excluded in the calculation of the total area of walls. Permitted openings shall be measured by the area of their rough openings, exclusive of trim and other decorative features.

Mid-Block Condition - Axon View



Minimum Fenestration

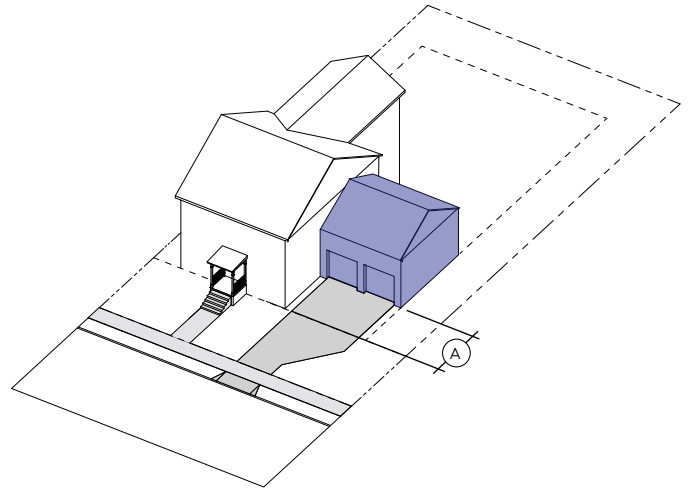
Note: Below image depicts 5% openings (in yellow)



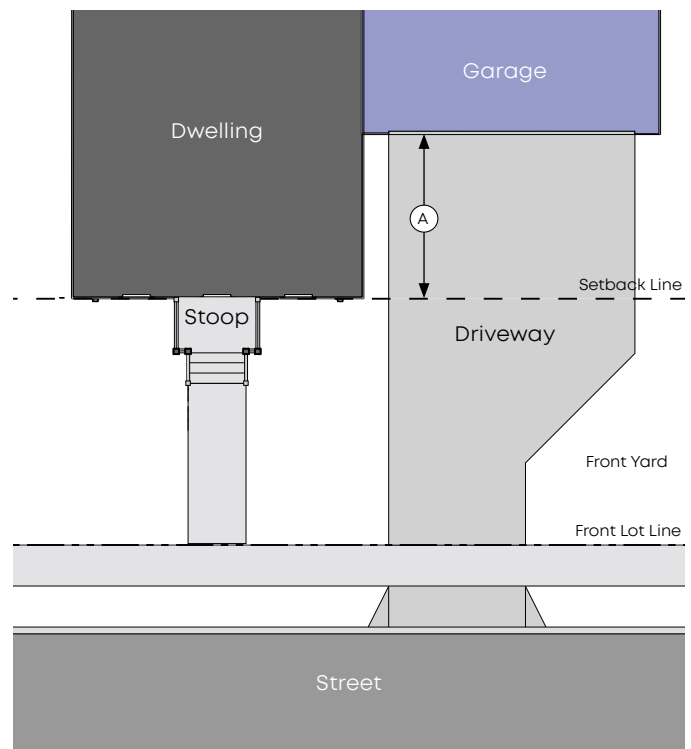
H. Front-Entry Garage Location

- (1) A one- or two-bay attached front-entry garage facing a street shall be recessed behind the nearest portion of the dwelling's front facade by no less than 16 feet, (A) exclusive of porches or stoops.
- (2) The required recess may be reduced to no less than eight (8) feet, exclusive of porches and stoops, provided that:
 - a. No less than 50% of the existing single- or two-family detached dwellings located within 200 feet of the lot on the same side of the street shall have attached front-entry garages that are recessed behind the nearest portion of the dwelling's front facade by less than eight (8) feet, exclusive of porches and stoops; or,
 - b. The portion of the dwelling containing the garage shall be no more than one (1) story and 20 feet in height, as measured from the average finished grade to the top of the roof structure.
- (3) The required recess may be reduced to no less than four (4) feet, exclusive of porches and stoops, provided that:
 - a. No less than 50% of the existing single- or two-family detached dwellings located within 200 feet of the lot on the same side of the street shall have attached front-entry garages that are recessed behind the nearest portion of the dwelling's front facade by less than four (4) feet, exclusive of porches and stoops; or,
 - b. The portion of the dwelling containing the garage shall be no more than one (1) story and 15 feet in height, as measured from the average finished grade to the top of the roof structure.
- (4) In no case shall the garage bay door(s) be closer to the street than the front entrance of the dwelling.

Mid-Block Condition - Axon View



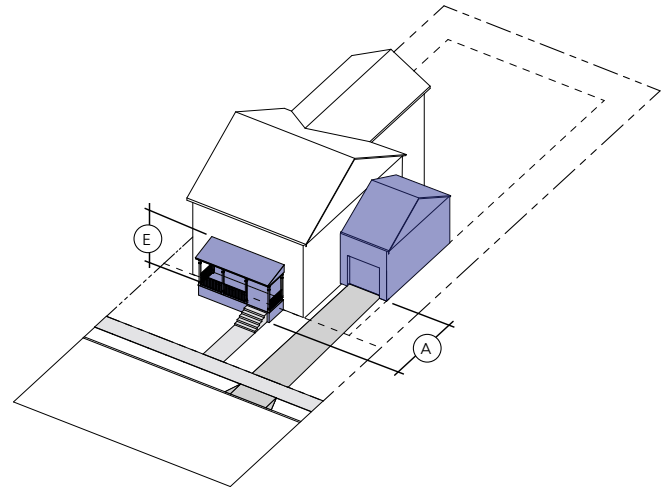
Mid-Block Condition - Plan View



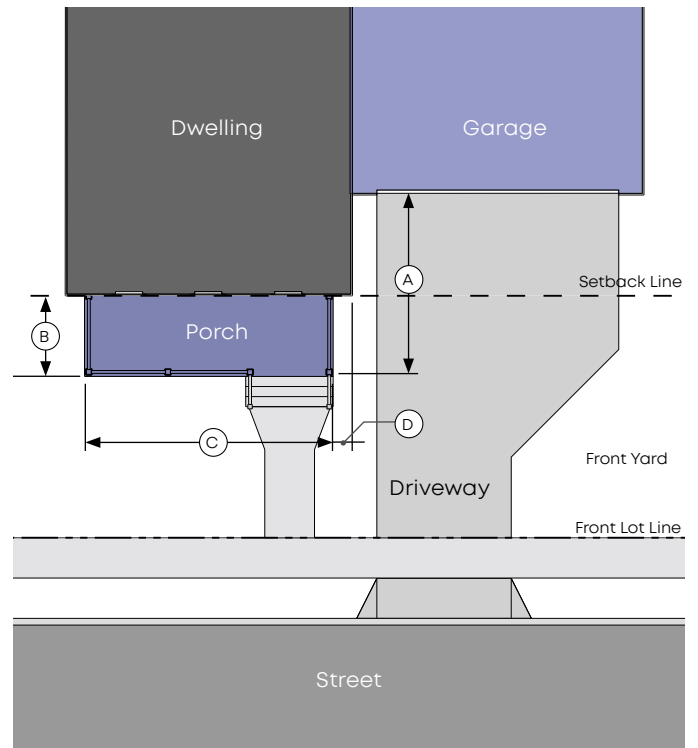
H. Front-Entry Garage Location (Continued)

- (5) Up to eight (8) feet of a porch may count towards the 16-foot front-entry garage recess requirement, ^(A) provided that such porch has the following dimensions:
- The depth of the porch shall be no less than six (6) feet. ^(B)
 - The width of the porch shall be no less than 12 feet. ^(C)
 - The distance between the porch and the recess shall be no more than three (3) feet. ^(D)
 - The portion of the dwelling containing the garage shall be no more than one (1) story and 15 feet in height, as measured from the average finished grade to the top of the roof structure. ^(E)

Mid-Block Condition - Axon View



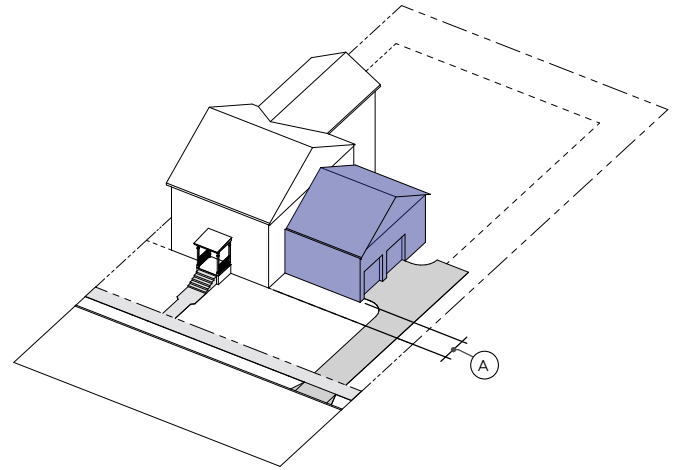
Mid-Block Condition - Plan View



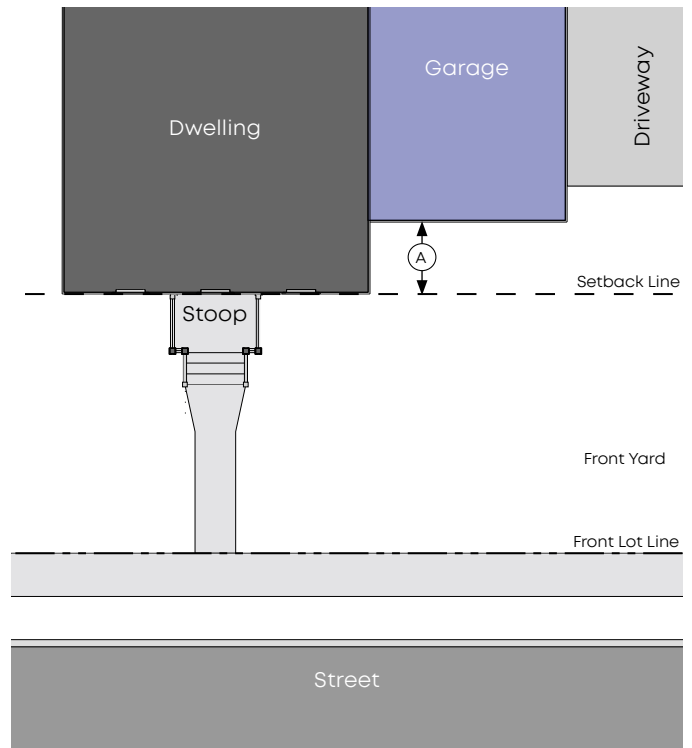
I. Side- or Rear-Entry Garages

- (1) A garage facing the side or rear of the lot shall be recessed behind the nearest portion of the dwelling's front facade by no less than eight (8) feet, ^(A) exclusive of porches or stoops.
- (2) The required recess may be reduced to no less than four (4) feet, exclusive of porches and stoops, provided that:
 - a. No less than 50% of the existing single- or two-family detached dwellings located within 200 feet of the lot on the same side of the street shall have attached side- or rear-entry garages that are recessed behind the nearest portion of the dwelling's front facade by less than four (4) feet, exclusive of porches and stoops; or,
 - b. The portion of the dwelling containing the side- or rear-facing garage shall be no more than one (1) story or 20 feet in height, as measured from the average finished grade to the top of the roof structure.
- (3) In no case shall the garage bay door(s) be closer to the street than the front entrance of the dwelling.

Mid-Block Condition - Axon View



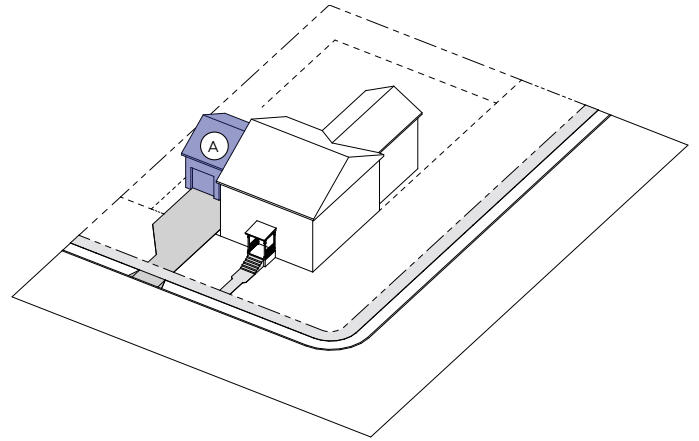
Mid-Block Condition - Plan View



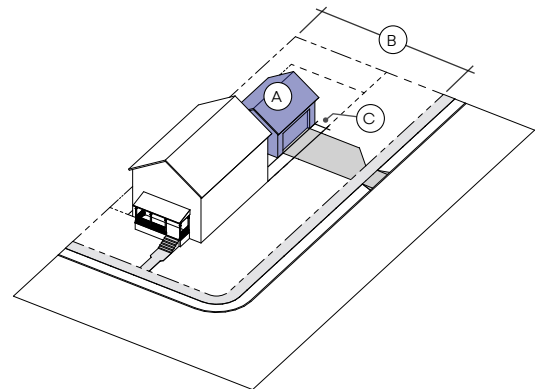
J. Additional Provisions for Garages on Corner Lots

- (1) On corner lots, a garage shall be located on the side of the dwelling farthest away from the street intersection. ^(A)
- (2) On corner lots 60 feet or less in width, the garage shall be accessed by a driveway from the secondary street.
- (3) On corner lots 60 feet or less in width, ^(B) the garage shall be recessed behind the nearest portion of the dwelling's front facade by no less than eight (8) feet, ^(C) exclusive of porches and stoops.
- (4) On corner lots 50 feet or less in width, ^(B) the garage shall be recessed behind the nearest portion of the dwelling's front facade by no less than four (4) feet, ^(C) exclusive of porches and stoops.
- (5) On corner and through lots, the Zoning Official or the Board having jurisdiction shall have the ability to determine which streets shall constitute the primary and secondary streets for the purposes of this subsection.

Corner Lot Condition - Axon View



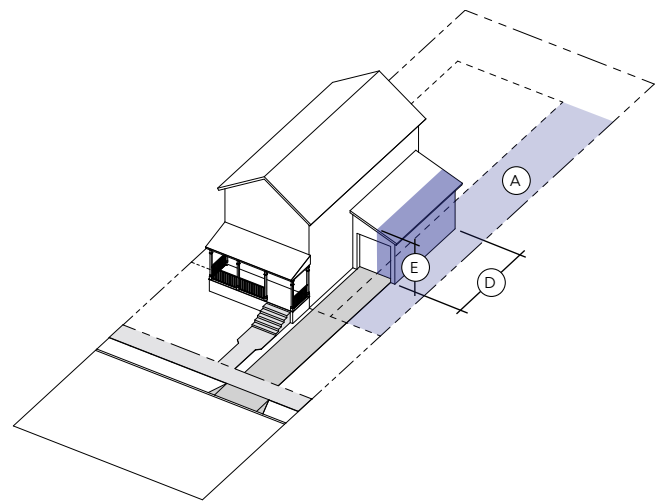
Narrow Corner Lot Condition - Axon View



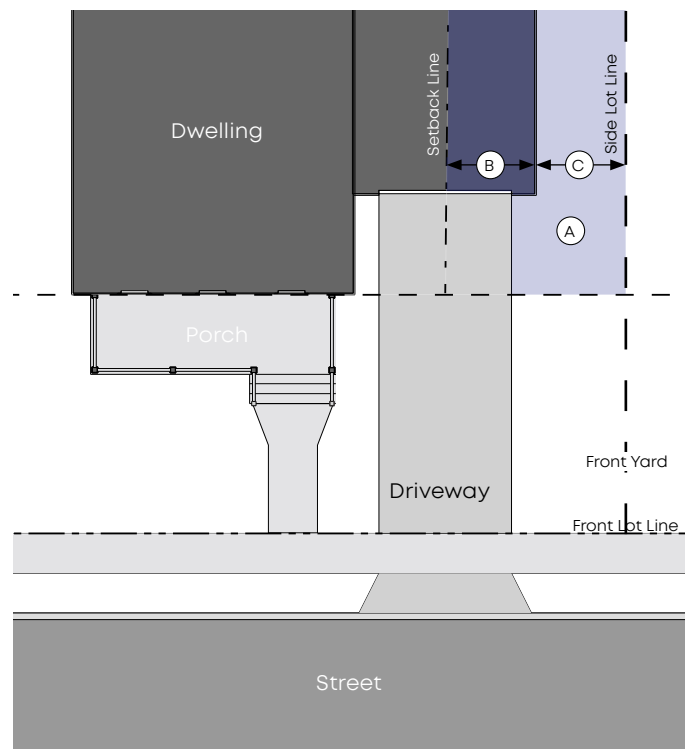
K. Additional Provisions for Garages on Lots 50 Feet or Less in Width

- (1) An attached garage, porte-cochere or carport may extend into the side yard setback area and combined side yard setback area, (A) provided that:
 - a. The structure shall extend no more than five (5) feet (B) into the setback area.
 - b. The structure shall be set back no less than five (5) feet (C) from the side lot line.
- (2) The portion of the structure that extends into the setback area shall be no more than 30 feet in length. (D)
- (3) The portion of the structure that extends into the setback area shall be no more than one (1) story and 15 feet in height, as measured from the average finished grade to the top of the roof structure. (E)
- (4) Habitable space may be located above the structure, provided that the habitable space is located within the permissible building envelope and does not extend into the setback area.
- (5) Porte-cocheres and carports that extend into the setback area shall be screened from view from the side lot line with evergreen landscaping no less than six (6) feet in height at the time of planting along the entire side of the structure within the side yard setback area.

Mid-Block Lot Condition - Axon View



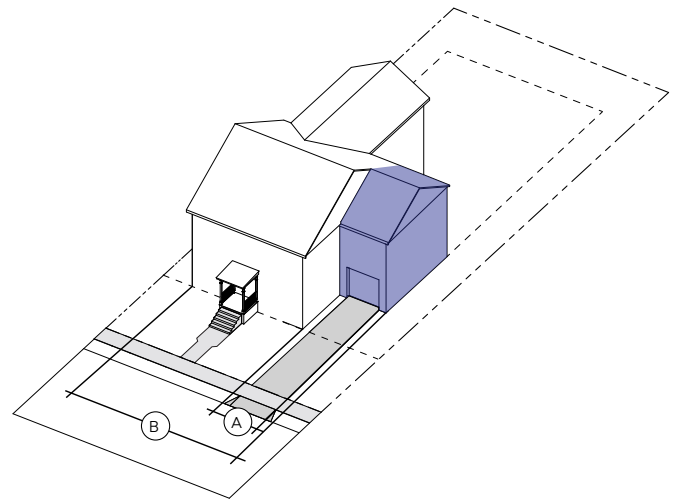
Mid-Block Condition - Plan View



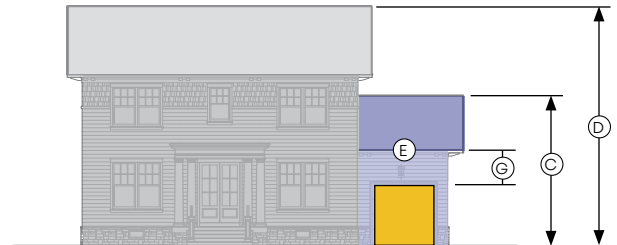
L. Garage Design

- (1) The width of the portion of the dwelling containing the garage (A) shall not exceed 40% of the overall width of the dwelling (B) or 30 feet, whichever is less.
- (2) The height of the portion of the dwelling containing the garage (C) shall not exceed the height of the remaining portion of the dwelling (D).
- (3) In the case where the portion of the dwelling containing the garage is no more than one (1) story in height, the vertical distance between the top of the garage bay doors and the bottom of the roof eave (E) shall not exceed three (3) feet (G).
- (4) In the case where the portion of the dwelling containing the garage is more than one (1) story in height, a structural shading device (pent roof, trellis or similar device) (F) shall be provided between the garage bay doors and the second floor windows. The vertical distance between the top of the garage bay doors and the bottom the shading device, between the top of the shading device and the bottom of the second floor windows, and between the top of the second floor windows and the bottom of the roof eave (E) shall not exceed four (4) feet (G).
- (5) For the purposes of this subsection, structural shading devices and roof eaves shall be measured to the framing elements, exclusive of trim, supports, brackets and other decorative features. Garage bay doors and windows shall be measured to their rough openings, exclusive of trim and other decorative features.

Mid-Block Lot Condition - Axon View



One-Story Garage Condition - Elevation View



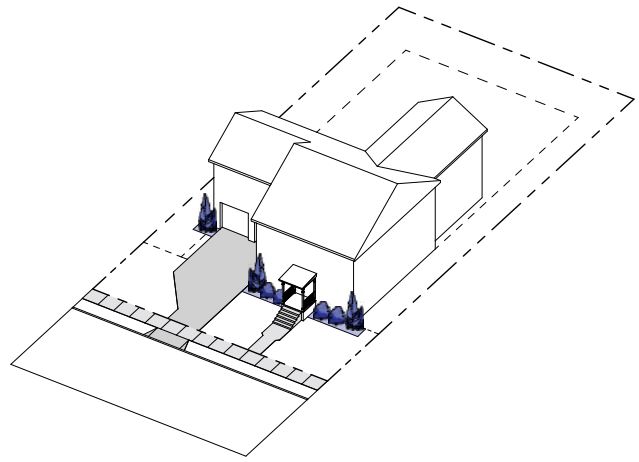
Two-Story Garage Condition - Elevation View



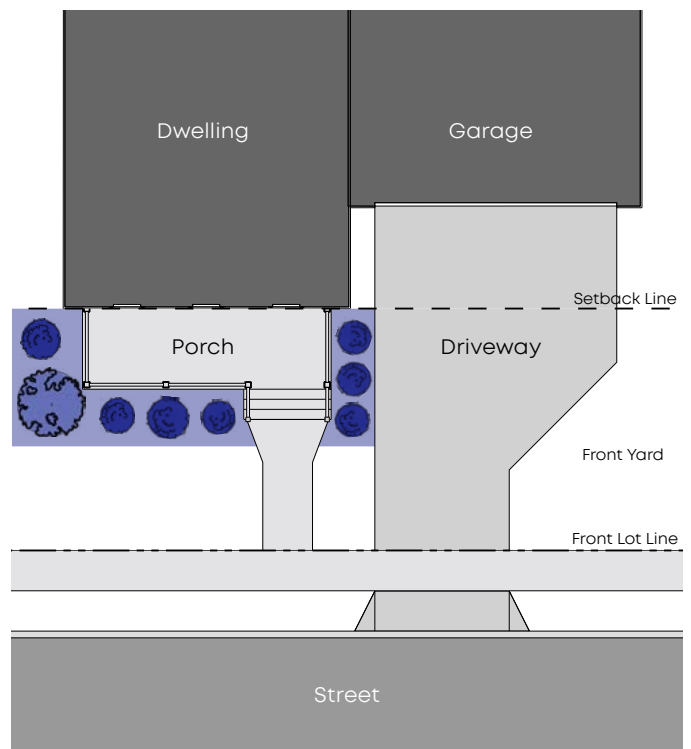
M. Foundation Plantings

- (1) The base along the front of the dwelling and porch facing a street shall be planted with foundation plantings consisting of deciduous and/or evergreen shrubs.
- (2) In the case of a corner or through lot, the base along all sides of the dwelling facing both streets shall be planted with foundation plantings.
- (3) The base along the side(s) of the dwelling facing a side lot line shall be planted with foundation plantings consisting of deciduous and/or evergreen shrubs, with the following exceptions:
 - a. The portion of the side yard having a side yard setback that is less than eight (8) feet in width.
 - b. The portion of the side yard where a permitted driveway, walkways, or patios abutting the side of the dwelling.
 - c. The portion of the side yard behind a permitted fence or wall abutting the side of the dwelling.
- (4) Such plantings shall be no less than two (2) feet tall at the time of planting, and spaced on average of four (4) feet on center.
- (5) A variety of species is required to avoid a monoculture, as follows:
 - a. In the case where 10 or more foundation plantings are provided, no more than one-half (1/2) shall be of any single species.
 - b. In the case where 15 or more foundation plantings are provided, no more than one-third (1/3) shall be of any single species.
 - c. In the case where 20 or more foundation plantings are provided, no more than one-quarter (1/4) shall be of any single species.
 - d. The selection of species shall comply with the Borough's "Do Not Plant" list.

Mid-Block Lot Condition - Axon View



Mid-Block Lot Condition - Axon View



Note: Foundation plantings do not need to be directly adjacent to the dwelling. In order to prevent excess moisture build up and to discourage insects and pests from entering the dwelling, it is recommended that foundation plantings are spaced in such a manner that they do not come into contact with the dwelling at full maturity.

N. Front Yard Shade & Flowering Trees

- (1) The front yard of the dwelling shall be planted with the following number of shade and flowering trees for each 50 feet of lot width, (A) or part thereof:

Front Yard Setback (B)	Shade Trees	Flowering Trees
Less than 10'	0	0
10' to less than 50'	1	1
50' or greater	2	2

- (2) In the case of a corner or through lot, both front yards shall be planted with shade and flowering trees. Where front yards overlap at a street intersection, such portion of the front yard shall only be counted once for the purposes of calculating the required number of trees.

- (3) In the case where healthy shade and/or flowering trees in the front yard currently exist and are proposed to be preserved, such trees shall be counted toward satisfying the required number of trees.

- (4) Each shade tree shall be a minimum of two-and-one-half (2½) inches in DPM and each flowering tree shall be a minimum of two (2) inches in DPM at time of planting.

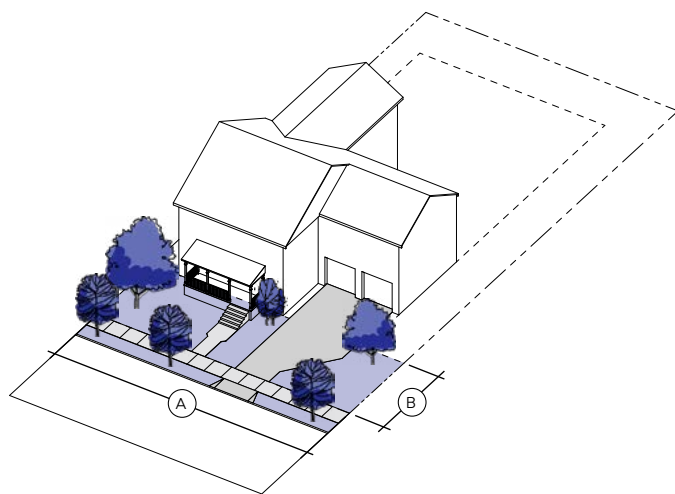
- (5) A variety of species is required to avoid a monoculture, as follows:

- In the case where four (4) or more shade trees are provided, no more than one-half (1/2) shall be of any single species.
- In the case where four (4) or more flowering trees are provided, no more than one-half (1/2) shall be of any single species.

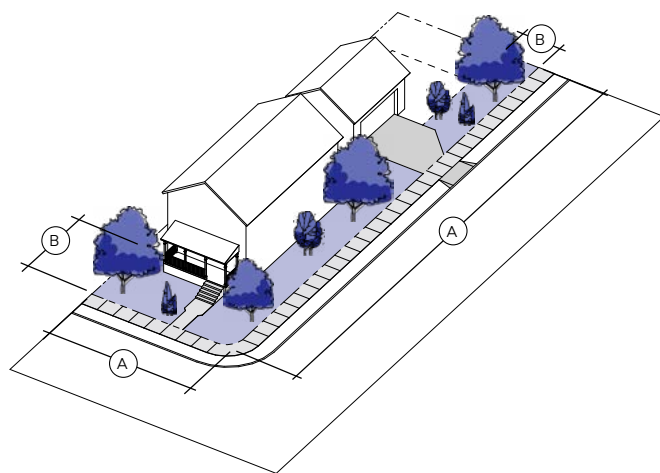
- (6) The selection of species shall comply with the Borough's "Do Not Plant" list, latest edition.

- (7) Each shade tree shall constitute 1.0 replacement tree and each flowering tree shall constitute 0.75 replacement trees, for the purposes of counting replacement trees as provided by **Chapter 388. Tree Removal and Protection.**

Mid-Block Lot Condition - Axon View



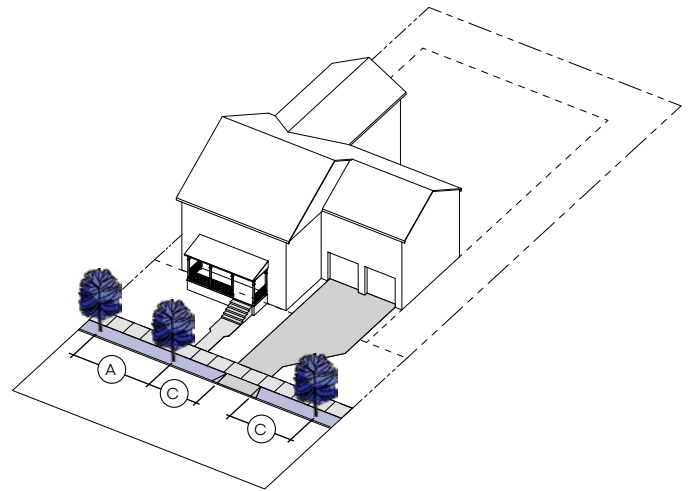
Corner Lot Condition - Axon View



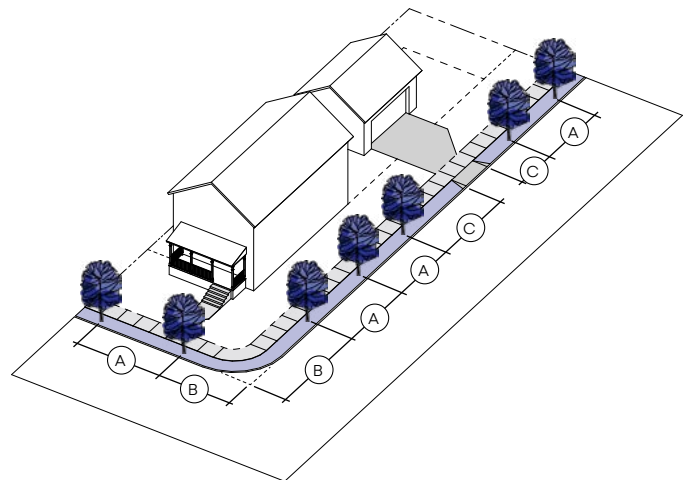
O. Street Trees

- (1) Street trees shall be provided at intervals of approximately 25 to 40 feet along each side of all streets in consultation with the Shade Tree Advisory Committee. ^(A)
- (2) Where public sidewalks are present, street trees shall be located as follows:
 - a. Street trees shall be planted in a planting strip that is at least five (5) feet in width and set back at least three (3) feet from face of curb or edge of paved street.
 - b. Street trees may be located in a planting strip less than five (5) feet in width only at direction of the Shade Tree Advisory Committee; otherwise, they shall be planted three (3) to six (6) feet from the edge of the sidewalk.
- (3) Where public sidewalks are not present, street trees shall be located as follows:
 - a. Where sidewalks are not present, street trees shall be planted between 4 to 10 feet from the face of curb or edge of the paved street.
- (4) No street tree shall be planted in a planting strip within 25 feet of the intersecting curb lines at a street intersection. ^(B)
- (5) No street tree shall be planted in a planting strip within 10 feet of a driveway opening. ^(C)
- (6) Such trees shall be a minimum of two-and-one-half (2 ½) inches in DPM at the time of planting.
- (7) The selection of species shall comply with the Borough's "Do Not Plant" list, latest edition. In the case where street trees are to be located under or adjacent to overhead utility lines, species selection shall be from PSE&G's "Right Tree, Right Place" list, latest edition, in coordination with the Shade Tree Advisory Committee.
- (8) Each street tree shall constitute 1.0 replacement tree, for the purposes of counting replacement trees as provided by **Chapter 388. Tree Removal and Protection.**

Mid-Block Lot Condition - Axon View



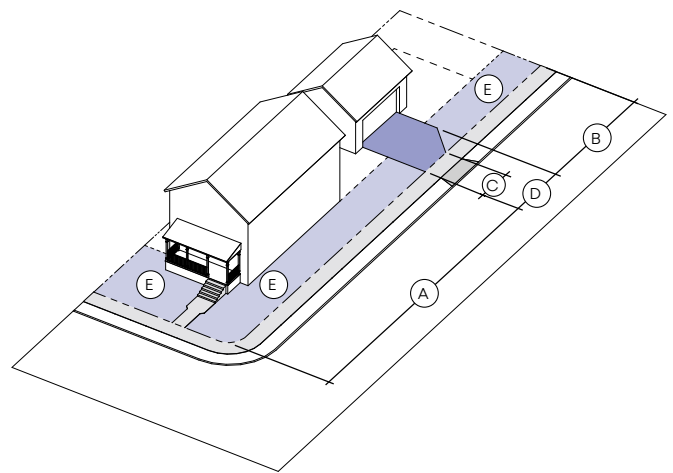
Corner Lot Condition - Axon View



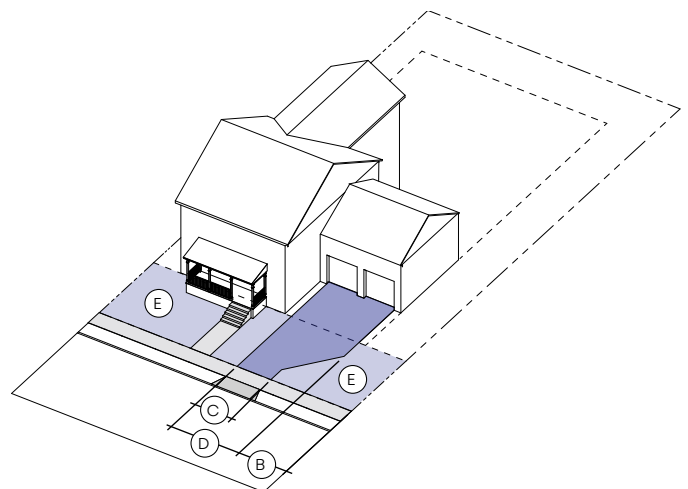
P. Driveway Location & Design

- (1) Every lot shall have no more than one (1) driveway opening providing access to a street.
- (2) On adjacent lots that have a common or shared driveway, neither lot shall be permitted to have another driveway opening providing access to a street.
- (3) The setback of the driveway from the intersecting lot lines at a street intersection shall be no less than 40 feet. ^(A)
- (4) The setback of the driveway from a side lot line shall be no less than three (3) feet. ^(B)
- (5) On adjacent lots that have a common or shared driveway and lots less than 50 feet in width, there shall be no setback requirement from the side lot line. ^(B)
- (6) On lots with a driveway having a setback of less than three (3) feet from the side lot line, ^(B) the driveway shall be constructed as an inverted crown and/or with a curb edge to prevent stormwater runoff from entering the adjacent lot.
- (7) The width of a driveway at the front lot line shall not exceed 12 feet. ^(C)
- (8) A driveway may flare out wider within the front yard ^(E) and the width of the driveway within the front yard ^(E) shall not exceed 20 feet. ^(D)
- (9) A driveway shall not exceed 35% impervious coverage of the front yard. ^(E)

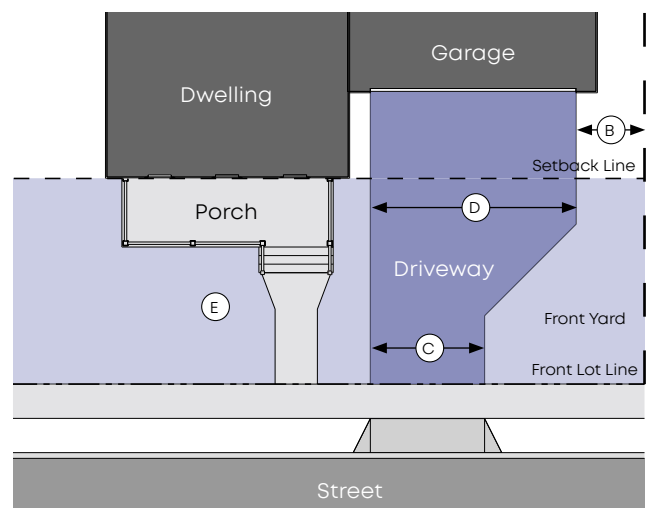
Corner Lot Condition - Axon View



Mid-Block Lot Condition - Axon View



Mid-Block Lot Condition - Plan View



BOROUGH OF HIGHLAND PARK
No. 6-22-148

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:

Megan Zielinski, Community Service Assistant, at an annual salary of \$43,839.00, effective 06/20/2022
Olivia Parker, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Jeffrey Cheng, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Diego Gonzalez, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Lydia Lekha, Summer Camp Junior Counselor, at an hourly rate of \$13.00, effective 06/01/2022
Michelle Edralin, Summer Camp Junior Counselor, at an hourly rate of \$13.00, effective 06/01/2022
Camila Yanz, Summer Camp Health Director, at an hourly rate of \$21.00, effective 06/1/2022
Keiana Coleman, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Franz Minaya, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Giavanna Scaletti, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Pilar Echerria, Summer Camp Junior Counselor, at an hourly rate of \$13.00, effective 06/01/2022
Lily Solomon, Summer Camp Junior Counselor, at an hourly rate of \$13.00, effective 06/01/2022
Ilyssa Roig, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Naseem Woodridge, Summer Camp Junior Counselor, at an hourly rate of \$13.00, effective 06/01/2022
Dayna Hagedwood, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Roshan Lath, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Arlington Burell, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Tyler Trinh, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Veronica Smith, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Michael Landis, Summer Camp Counselor, at an hourly rate of \$16.00, effective 06/01/2022
Larelle John, Summer Camp - Seasonal Recreation, at an hourly rate of \$16.00, effective 06/01/2022
Jason Chen, Summer Camp - Seasonal Recreation, at an hourly rate of \$16.00, effective 06/01/2022
Jennifer Houseward, Summer Camp - Seasonal Recreation, at an hourly rate of \$21.00, effective 05/10/2022
Evan Rodgers-Farmer, Summer Camp - Seasonal Recreation, at an hourly rate of \$21.00, effective 05/10/2022
Stella Draper, Summer Camp - Seasonal Recreation, at an hourly rate of \$19.00, effective 05/16/2022
Rosa Castillo Zava, Summer Camp - Seasonal Recreation, at an hourly rate of \$16.00, effective 06/01/2022

Camila Yanez, Summer Camp - Seasonal Recreation, at an hourly rate of \$21.00, effective 06/01/2022

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: June 14, 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 14th day of June 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. 6-22-149**

RESOLUTION TO APPROVE STREET TREE WATERING CONTRACT

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Borough is committed to preserving the health of its new street trees planted in spring 2021 and 2022 and the street trees would benefit from consistent watering and health check-ups to get them to two-year maturity; and

WHEREAS, three (3) quotes were solicited for a per-watering price and were received as follows:

Bartlett Tree Experts	\$2,260.50
New Jersey Tree Foundation	-
Robert Wells Tree & Landscape Inc.	-

WHEREAS, the Borough Administrator has recommended that said services be purchased from Bartlett Tree Experts, Piscataway, NJ based on their quote for same and based on their quality of work; and

WHEREAS, funds are available for this purpose in Trust Account No. T-12-56-500-001, as reflected by the certification of funds available by the Chief Financial Officer certification no. 2022-02.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Administrator is hereby authorized and directed to accept the quote for weekly watering services from Bartlett Tree Experts, 2 Lakeview Avenue, Suite 206, Piscataway, NJ 08854, at a cost not to exceed of \$15,000.00; and

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

ADOPTED: June 14, 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 14th day of June 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



Client: 2426132

Printed on: 4/27/2022

Created on: 10/13/2021

Borough of Highland Park
Attn: Emma Von Thun
Emma Von Thun
221 South 5th Street
Highland Park, NJ 08904
Business: 732-572-3400 ex. 3779
E-Mail Address: evonthun@hpboro.com

Bartlett Tree Experts
Jess Lepore - Representative
2 Lakeview Ave, Suite 206
Piscataway, NJ 08854
Business: 732-968-0800
Fax Number: 732-968-9053
E-Mail Address: jlepore@bartlett.com
Business: NJ Applicator Certification No.: 57831B
Business: ISA Cert. Arborist # NJ-1205A
Bus. Reg. ID: 96674A, NJTC768846

NJ Applicator Certification No.: 57831B

Property Address: 221 South 5th Street, Highland Park, NJ 08904

The following program is recommended for certain trees and shrubs on your property. In addition to a thorough plant health care program, Bartlett Tree Experts recommends having a qualified arborist inspect your property periodically to assist you in identifying potential risks or hazardous conditions relating to your trees or shrubs. THIS IS NOT AN INVOICE.

Soil Care and Fertilization:

Soil Treatment

Apply Stress Relief treatment to the following plant and location to to maintain appropriate soil moisture around newly establishing trees..

- 137 newly planted street trees located at the as indicated on map

Provide 1 treatment at 2,260.50 per treatment.

Estimated Treatment Date: 5/6/2022 thru 8/3/2022.

Arborist Notes:

- Watering for 137 trees, locations provided by Borough.

Watering is tentatively scheduled assuming "worst-case scenario", wherein no rain occurs during the duration of the contract. The actual number of waterings will likely be less than scheduled. Property addresses and locations on attached map

Amount: \$2,260.50

Client: 2426132


Printed on: 4/27/2022
Created on: 10/13/2021

Total Amount: \$2,260.50

The soil management recommendations contained in this proposal comply with any and all state regulations pertaining to the application of fertilizers.

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTORS' REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225.

Please review the terms and conditions attached, which become part of the agreement, and sign and return one copy authorizing the program.

(Customer Signature)


(Bartlett Representative - Jess Lepore)

(Date)
4/27/2022

(Date)

* Sales tax added where applicable. Prices are guaranteed if accepted within thirty days.
All accounts are net payable upon receipt of invoice.
Work is done in accordance with ANSI A300 Tree Care Standards.

To access a certificate of liability insurance for Bartlett Tree Experts, please navigate to
<http://www.bartlett.com/BartlettCOI.pdf>

A Job Site Safety Analysis was completed for your property, please contact your arborist for further details.



Frequently Asked Questions

Proposal Approval and Scheduling

How do I approve work?

Easy as 1, 2, 3. Once you receive your Arborist recommendations, it is important to review and ask your Arborist questions if you are unclear about anything.

1. If there is an item you do not want, cross off the items.
2. Sign and date the proposal.
3. Return on complete set (all pages of proposal) via email, fax or mail.

Additionally, we will confirm receipt of your signed proposal via email, or phone call.

When will I know the scheduled treatment dates?

Pest Management, Soil Care and Fertilization:

The Estimated Treatment Dates are recommendations and based upon season and ideal conditions. Treatments must be scheduled around the pests' life cycle and weather conditions – and as you know on the East Coast, conditions can change by the minute. Cold weather, hot weather, wind and rain all impact our treatment timing. The dates can vary by 2-3 weeks. Please note that we do not call ahead for pest, disease or fertilization services. Exceptions are for locked gates or upon request.

Tree Pruning and Tree Removal:

You will be notified by your Arborist or Administrative Assistant in advance of scheduled work by email or a phone call.

Billing and Payment

When will I be billed?

Invoices are processed after completion of work. You will receive an invoice within 1-2 weeks via email. Payment is due upon receipt of invoice. Please note, you may receive multi-invoices in an envelope because one invoice is generated per treatment and treatment date. Paperless option is available through “Your Account” on our website. See more information in payment options.

What are my payment options?

You are more than welcome to prepay with a credit card or check. Just call the office to charge your credit card or mail a check with the signed proposal.

- You may contact our office to directly pay by credit card.
- You may pay online via the Bartlett Tree Experts website www.bartlett.com. Click “Access Your Account” located top right of the page. You will need to register your account (account number is on proposal or invoice) – then follow the prompts.
- You may mail a check to our corporate office.

Pest Management

How safe are your products?

Bartlett Tree Experts Research Lab provides research on all products we use on our clients' properties. We specialize in using the least toxic alternatives while providing the most effective treatments for the specific insect or disease pests. If you would like product labels for any of your treatments, we are happy to provide them to you.

How soon can we go outside after the application and what if it rains?

Treatments are safe to the touch after the product dries. Drying generally takes anywhere from 10 to 25 minutes depending on humidity and temperature. It's best to keep the children and pets away from treatment area for at least one hour after applications are performed.

If there is heavy rainfall within 20 minutes of a pest management treatment, please contact our office.

Soil Care and Fertilization

What is the best time of year for fertilization and what should I expect to see from the applications?

Fertilization can be performed at any time during the growing season. The limiting factor is soil moisture, if you have an irrigated yard; fertilization is fine any time of the year. If you do not have an irrigation system, it's best to water after a fertilization application. Fertilization will help improve growth, appearance and health of your trees and shrubs. Additionally, some trees may require additional soil pH modification. A soil test will help allow us to determine specific deficiencies and provide a prescription fertilization program for specific trees on your property.

Tree Pruning

What is my tree going to look like after it is pruned, and what kind of standards are followed?

Pruning is an art with science; and the specifications written by your Arborist Representative are explained to the production staff prior to beginning a job. Typically we target dead and broken branches, if we are thinning we

typically will not prune more than 20% of the canopy in any growing season. We will usually also raise any low branches over the lawn, driveway or house; this should be comprehensive in your recommendations. All of our tree and shrub care workers are extensively trained to perform to ANSI A300 and Z.133 industry standards.

Tree Removals and Stump Grinding

What happens with all of the debris from tree work and stump grindings?

Depending on how you and your Arborist determine the job scope, debris from removals will normally be chipped and removed from your property. If you have a large removal, you may have logs left along the curb and a log loader will be by to pick up the debris within 1-4 days. Stump grinding operators will leave all grinding debris onsite and rakes into a pile on top of the stump cavity. Stump grindings can be used as mulch in your landscape. Stump grinding debris can be hauled away for an additional fee.

Questions/Safety

Questions?

Please don't hesitate to call our office at **(732) 968-0800**. All of the contact information for your Arborist is located at the top right of the proposal, as well as on our website www.bartlett.com and search for your Arborist in the search window on top.

Bartlett Tree Experts practices "Safety Above All Else."

Our work is weather dependent. The best made plans can be changed quickly with rain, snow, high winds, and storm damage. We appreciate your patience and understanding.

BOROUGH OF HIGHLAND PARK
NO. 6-22-150

**RESOLUTION TO APPROVE CONTRACT WITH MULVEY ELECTRIC FOR ESTABLISHMENT
OF ELECTRIC SERVICE AT MOLIMOCK-GRAFF PARK**

RESOLUTION: Economic Development Committee

WHEREAS, the Neighborhood Preservation Program (NPP) Stakeholder Engagement Team has determined a need for electric service at Molimock-Graff Park in order to hold occasional neighborhood and community events; and

WHEREAS, three (3) quotes were solicited as follows:

Mulvey Electric, Inc.	\$20,750.00
Astro Electrical Contractors.	No Response
Maul Power Group	\$25,895.00

WHEREAS, the Borough Administrator has recommended that said service be purchased from Mulvey Electric Inc., Middlesex, NJ based on their quote for same and their track record of experience working with Highland Park; and

WHEREAS, funds are available for this purpose in Account No. G-02-41-749-001, as reflected by the certification of funds available by the Chief Financial Officer, certification no. 2022-04.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Borough Administrator is hereby authorized and directed to accept the quote for electric service installation from Mulvey Electric Inc., 36 Greenbrook Rd, #1, Middlesex, NJ, at a total cost of \$20,750.00; and

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

ADOPTED: June 14, 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 14th day of June 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



PHONE NO. 732-469-5797

FAX NO. 732-676-7796

EMAIL; richard@mulveyelectric.com

DATE: 3/24/22

QUOTE #KPHP22

PROPOSAL SUBMITTED TO: HIGHLAND PARK TOWNSHIP
221 SOUTH FIFTH AVENUE
HIGHLAND PARK, NJ 08904

JOB NAME: KARSEY PARK POWER

This estimate **INCLUDES** the following:

NEW SERVICE

We will supply and install (1) APX brand, natural aluminum finish, catalog number TC362015, free standing electrical service enclosure mounted to a 6" thick concrete pad. **SERVICE ENCLOSURE CAN BE LOCATED AT THE CORNER OF THE PLAYGROUND OR IN BETWEEN THE PINE TREES NEAR HILTON STREET AT NO ADDITIONAL COST.** (See attached cut sheet).

We will supply and install (1) PSE&G, 100amp meter pan attached to the exterior of the box; we will extend underground power to a utility pole within 60LF of the new service enclosure.

We will supply and install (1) 100amp, single phase, 20circuit, main breaker panel including (8), 20amp, single pole branch breakers for power outlets.

We will install grounding and bonding as per the NEC.

POWER OUTLETS

We will supply and install (4), weatherproof, GFI protected outlets with locking covers mounted to the exterior of the service enclosure. Each outlet to be on a dedicated circuit.

We will supply and install (2) PEDODC brand, stainless steel, catalog number 5P18HT-1, double power outlets on the opposite side of the playground within 125LF of the electric service cabinet. Each power outlet will be mounted to a 12" round x 24" deep concrete footing. Each outlet to be on a dedicated circuit.

EXCAVATION AND REPAIR

We will provide 185LF of 18" deep trenching for the proposed electrical work.

We will backfill the trenches with the excavated materials, compact, rake and seed the disturbed areas.

PERMITS/POWER COMPANY

We will apply for all permits with the township and the power company; fees will be paid by **HIGHLAND PARK**.

This estimate **DOES NOT INCLUDE** the following:

- Permit/power company fees.
- Offsite disposal of excavated material.
- Removal of underground obstructions.

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

TWENTY THOUSAND SEVEN HUNDRED AND FIFTY-----\$20,750.00

A 2% per month service charge will be added to all invoices past due 30 days or more to cover the expense of carrying and additional bookkeeping costs. Should an account be placed for collection, Purchaser agrees to pay 30% of the outstanding balance for attorney fees and collection costs incurred incidental to collection, plus the highest interest rate allowed by law, not to exceed 24 percent. In the event that the Owner shall fail to pay any payments due hereunder, Mulvey Electric may cease work without breach pending payment or resolution of any dispute. Mulvey Electric shall not be liable for any delay due to circumstances beyond it's control including strikes, casualty, weather conditions, or general unavailability of materials. Mulvey Electric warrants all labor for a period of 12 months following completion. All materials used will be guaranteed as per each manufacturer's written warranty. Owner agrees that in the event of any breach of this contract by Owner that they are indebted to Mulvey Electric for the cost of any and all special order items, any and all out-of-pocket expenses and/or compensatory damages, and loss of profit for this transaction suffered by Mulvey Electric, plus reasonable attorney's fees incurred by Mulvey Electric in order to collect the foregoing.

Authorized Signature: Rick mulvey

<p>ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p> <p>Signature: _____</p> <p>Date of Acceptance: _____ Signature: _____</p>
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BOROUGH OF HIGHLAND PARK
NO. 6-22-151

RESOLUTION IN SUPPORT OF GOVERNOR MURPHY'S IMPROVED GUN SAFETY
BILL FOR STATE OF NEW JERSEY

RESOLUTION: Council As A Whole

WHEREAS The Mayor and Borough Council of Highland Park have a long and abiding commitment to supporting efforts to strengthen gun control and reduce gun violence in the State of New Jersey and in the United States, reflected in resolutions passed in support of Gun Violence Awareness Day in May 2016 and May 2020 and in activities undertaken with the Brady United Against Gun Violence campaign to highlight this day in other years; and

WHEREAS Gun violence remains a growing concern in the United States, affecting greater numbers of innocent victims. In a report issued in February 2022, the Pew Research Center stated: “More Americans died of gun-related injuries in 2020 than in any other year on record, according to recently published statistics from the Centers for Disease Control and Prevention (CDC). That included a record number of gun murders, as well as a near record number of gun suicides.” A CNN report on June 7, 2022 stated in its headline: “US mass shootings are on pace to match last year – the worst ever, Gun Violence Archive data show; and

WHEREAS our nation, and our community, have been shaken in the last six weeks by news of three episodes of gun violence affecting multiple victims - in Buffalo, NY, at a Tops Friendly Market grocery store, where 10 lives were cruelly taken in May; in Uvalde, Texas, at an elementary school, where a mass shooting in May resulted in 21 deaths; and in Tulsa, Oklahoma, at a medical center, where 4 people were killed on June 1st; and

WHEREAS the State of New Jersey is considered a national leader in gun safety measures, as the website Everytown for Gun Safety states: “New Jersey has some of the strongest gun laws in the country. From comprehensive background checks to disarming domestic abusers to a strong Extreme Risk law, New Jersey’s laws are a model for other states.” Yet Governor Murphy asserted in a press conference in April of this year that additional legislative measures he has proposed, which have stalled in the state legislature, are “basic measures, that will keep guns out of the wrong hands, help law enforcement apprehend the perpetrators of gun violence, and hold the gun industry accountable for its deceptive and dangerous practices.”; and

WHEREAS the measures proposed by Governor Murphy that the legislature has not acted on include bills to require firearm safety training (A-993), mandate safe storage of firearms (A-2215), ban .50 caliber firearms (S-1416), close a loophole allowing the import of out of state firearms (A-1179/S-1204), raise the minimum age to purchase long guns to 21 (A-509/S-504), establish electronic ammunition sales record keeping (A-1302), and promote microstamping technology in new handguns (S-1462/A-2216).

NOW, THEREFORE BE IT RESOLVED that the Borough Council expresses its strong support for this package of seven gun safety bills proposed by Governor Murphy and urges the New Jersey State Assembly and New Jersey State Senate to pass these measures this year, so as to more comprehensively protect the citizens of the State of New Jersey.

ADOPTED: June 14, 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 14th day of June 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. 6-22-152

RESOLUTION: Finance Committee

WHEREAS, applications for renewal licenses issued in the Borough of Highland Park under the provisions of the Alcoholic Beverage Law (NJSA 33:1-1 et seq.) have been made by the hereinafter applicants, and

WHEREAS, said applications have been examined and the Mayor and Council of the Borough of Highland Park have made the following findings of fact with respect to each of the applicants:

1. Said applications are complete in all respects.
2. The applicants and the premises are qualified to be licensed in accordance with Title 33, all regulations promulgated by the New Jersey Division of Alcoholic Beverage Control and local ordinances as amended and supplemented pertinent to and consistent with Title 33.
3. The applicants have disclosed, and the issuing authority has ascertained and reviewed, the source of any additional financing obtained in the previous license term for use in the licensed business.
4. The Mayor and Council are of the opinion that said applications should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following renewal licenses issued under the Alcoholic Beverage Control Law (NJSA 33:1-1 et seq.) to sell alcoholic beverages upon the premises set forth opposite their names under the terms and conditions prescribed in the Act aforesaid, the amendments and supplements thereof, and the ordinances, rules and regulations promulgated by the Director of the Division of Alcoholic Beverage Control, State of New Jersey, shall be and are hereby approved, to wit:

PLENARY RETAIL CONSUMPTION LICENSES

- Pad-Thai, Inc. d/b/a Pad Thai, 217 Raritan Ave. – 1207-33-005-004
- Wilhelm & Young, Inc. d/b/a Park Pub, 180-182 Woodbridge Ave. - 1207-33-011-002
- Kiadan Inc., 13B North 4th Ave., Pino’s Wine Cellar - 1207-33-010-011
- Highland Park Wine & Liquor LLC, 97 Woodbridge Ave., With Broad Package Privilege-1207-32-003-007
- Eisigian LLC d/b/a, 247 Raritan Avenue, 1207-33-004-008

PLENARY RETAIL DISTRIBUTION LICENSES

- Rite Aid of New Jersey, Inc., d/b/a Rite Aid 2561, 332 Raritan Avenue – 1207-44-001-005
- Surdas LLC (Park Deli), 80 Raritan Avenue – 1207-44-007-006
- Kiadan Inc., d/b/a Pino's Fruit Basket Shoppe, 13A North 4th Ave. – 1207-44-006-010

BE IT FURTHER RESOLVED that the Borough Clerk shall be and is hereby authorized and directed to issue to the aforesaid licensees the license aforesaid, which licenses shall be effective July 1, 2022 and shall expire June 30, 2023.

ADOPTED: June 14, 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 14th day of June 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. 6-22-153

RESOLUTION: Finance Committee

WHEREAS, application for renewal licenses issued in the Borough of Highland Park under the provisions of the Alcoholic Beverage Law (NJSA 33:1-1 et seq.) have been made by the hereinafter applicant, and

WHEREAS, said applications have been examined and the Mayor and Council of the Borough of Highland Park have made the following findings of fact with respect to each of the applicants:

1. Said application is complete in all respects, including submission of the club member list.
2. The officers and directors of the club are qualified according to all statutory, regulatory and local governmental ABC laws and regulations.
3. The club maintains all records required by N.J.A.C. 13:2-8.8. (special events open to non-club members) and N.J.A.C. 13:2-8.12 (true books of account for receipts and disbursements).
4. The Mayor and Council are of the opinion that said application should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following renewal licenses issued under the Alcoholic Beverage Control Law (NJSA 33:1-1 et seq.) to sell alcoholic beverages upon the premises set forth opposite their names under the terms and conditions prescribed in the Act aforesaid, the amendments and supplements thereof, and the ordinances, rules and regulations promulgated by the Director of the Division of Alcoholic Beverage Control, State of New Jersey, shall be and are hereby approved, to wit:

CLUB LICENSES

The White Mountains Cretans Fraternity, 1152-1154 Raritan Avenue - 1207-31-012-002

BE IT FURTHER RESOLVED that the Borough Clerk shall be and is hereby authorized and directed to issue to the aforesaid licensees the license aforesaid, which licenses shall be effective July 1, 2022, and shall expire June 30, 2023.

ADOPTED: June 14, 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 14th day of June 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. 6-22-154

RESOLUTION TO APPROVE INACTIVE ABC LICENSE – FOUR W PROPERTIES LLC

RESOLUTION: Finance Committee

WHEREAS, application for renewal license issued in the Borough of Highland Park under the provisions of the Alcoholic Beverage Law (NJSA 33:1-1 et seq.) has been made by the hereinafter applicant, and

WHEREAS, said application has been examined and the Mayor and Council of the Borough of Highland Park have made the following findings of fact with respect to the applicant:

1. Said application is complete in all respects.
2. The applicant has obtained a Special Ruling to permit the filing of renewal application of an Inactive License for the 2022-2023 license term.
3. The applicant is qualified to be licensed in accordance with Title 33, all regulations promulgated by the New Jersey Division of Alcoholic Beverage Control and local ordinances as amended and supplemented pertinent to and consistent with Title 33.
4. The applicant has disclosed, and the issuing authority has ascertained and reviewed, the source of any additional financing obtained in the previous license term for use in the licensed business.
5. The Mayor and Council are of the opinion that said application should be approved.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the following renewal application of an inactive license issued under the Alcoholic Beverage Control Law (NJSA 33:1-1 et seq.) under the terms and conditions prescribed in the Act aforesaid, the amendments and supplements thereof, and the ordinances, rules and regulations promulgated by the Director of the Division of Alcoholic Beverage Control, State of New Jersey, shall be and is hereby approved with the specific condition that no further renewals of this license shall be granted unless the license is being actively used at an approved site on or before June 30, 2023:

PLENARY RETAIL CONSUMPTION LICENSE W/ BROAD PACKAGE PRIVILEGE

Four W. Properties, 149 Livingston Avenue, New Brunswick, NJ 08901 – 1207-32-008-014

BE IT FURTHER RESOLVED that the Borough Clerk shall be and is hereby authorized and directed to maintain the aforesaid license certificate in the municipal file, which license shall be effective July 1, 2022, and shall expire June 30, 2023.

ADOPTED: June 14, 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 14th day of June 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. 6-22-155**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH CME
ASSOCIATES FOR ENGINEERING SERVICES**

RESOLUTION: Council As A Whole

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

WHEREAS, the adopted 2021 Downtown Redevelopment Plan for Tracts A-D identifies So. 3rd Avenue as the preferred location for such a public plaza; and

WHEREAS, the creation of a permanent public gathering space on So. 3rd Avenue requires approval from the NJ Department of Transportation; and

WHEREAS, the Borough of Highland Park has a need for engineering services related to the NJDOT Permit Application for Permanent Closure of So. 3rd Avenue as described in the proposal from CME Associates dated May 18, 2022, attached to the original of this resolution; and

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

WHEREAS, CME Associates, Parlin, NJ, is a firm of licensed engineers of the state of New Jersey with extensive experience in providing these services; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of said consulting engineer; and

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-807-001 in an amount not to exceed \$55,000.00 without further Council Authorization, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2022-05.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with CME Associates, 3141 Bordentown Avenue, Parlin, NJ 08859, a copy of which is attached to the original of this original, and that notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

ADOPTED: June 14, 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 14th day of June 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2022

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 14th day of June, 2022, by and between the **BOROUGH OF HIGHLAND PARK**, a municipal corporation of the State of New Jersey, having its principal offices located at 221 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and David J. Samuel, CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional engineering services in connection with the amended NJDOT applications for the permanent closure of South 3rd Avenue at Raritan Avenue (NJ Route 27); and

WHEREAS, the **BOROUGH** has adopted a Resolution authorizing the award of a Contract for said professional services to the **COMPANY** without competitive bidding as permitted by *N.J.S.A. 40A:11-1, et seq.*

NOW, THEREFORE, IT IS AGREED between the **BOROUGH** and the **COMPANY**, as follows:

1. Effective June 14, 2022, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated May 18, 2022 a copy of which is attached hereto is *Schedule A* and made a part hereof; the amount of said compensation shall not exceed \$55,000.00 unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said services, if any, on vouchers as required by the **BOROUGH**. The **BOROUGH** agrees to process and pay said vouchers in the same manner as other municipal vouchers. The **BOROUGH** requires billing for professional services to be done to the nearest 1/4 hour.

5. The parties hereto hereby incorporate by reference herein the Affirmative Action Addendum attached hereto and made a part hereof as *Exhibit B*.

6. The **COMPANY** agrees to file its New Jersey Business Registration Certificate with the **BOROUGH's** Chief Financial Officer.

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and the **BOROUGH's** Pay-to-Play Ordinance No. 1705.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the date first above written.

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Gayle Brill Mittler, Mayor

WITNESS:

CME Associates

By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

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



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

May 18, 2022

Mrs. Teri Jover, Borough Administrator
 Borough of Highland Park
 221 South Fifth Avenue
 Highland Park, NJ 08904

**Re: AMENDED NJDOT Applications for Permanent
 Closure of South 3rd Avenue at Raritan Avenue (NJ Route 27)
 Highland Park, New Jersey
 Our File No.: PHP00547.01**

Dear Mrs. Jover:

Based on our recent discussions with the Borough, we understand the Borough intends to submit the NJDOT Applications for the Permanent Closure Projects of S. Third Avenue at Raritan Avenue (NJ Route 27). In accordance with the direction received during the pre-application meeting with the NJDOT Staff members, the work associated with preparing and submitting the application(s) for this project will include the following tasks:

- Field Survey to collect natural and manmade features above ground, including spot elevations and contours at 1-foot intervals within the project limits.
- Manual Turning Movement Traffic Counts at the Intersection of NJ Route 27 (Raritan Avenue) and N. Fourth Ave./S. Fourth Ave. during the weekday PM Peak Hour
- Manual Turning Movement Traffic Counts at the Intersection of NJ Route 27 (Raritan Avenue) and N. Third Ave./S. Third Ave. during the weekday PM Peak Hour
- Manual Turning Movement Traffic Counts at the Intersection of NJ Route 27 (Raritan Avenue) and N. Second Ave./S. Second Ave. during the weekday PM Peak Hour
- Contact the NJDOT to obtain the current traffic signal timing directives and plans for the Intersection of NJ Route 27 (Raritan Avenue) and N. Third Ave./S. Third Ave.
- Prepare NJDOT Application for proposed S. Third Avenue Closure in accordance with the requirements listed in New Jersey Administrative Code (N.J.A.C.) Title 16, Chapter 47, Sections 9.5, 9.6, 9.8, Appendix H-2, and Appendix H-3. We were directed by the NJDOT to fill out the Street Intersection Permit Form. No other forms will be included in the application.

It is important to note that supplemental traffic counts have been included in this authorization to address the concerns expressed by the NJDOT relative to the original traffic counts being conducted while the temporary roadway closures were in place during the COVID-19 Pandemic when traffic volumes may have been at lower levels.

It should be noted that the NJDOT has indicated they will require modifications to the existing traffic signals at:

- NJ Route 27 (Raritan Avenue) and N. Third Ave./S. Third Ave



Ms. Teri Jover, Borough Administrator
 May 18, 2022
 Page 2

To address the impacts associated with the permanent closures. The design work associated with the traffic signal modifications includes the following plans for the intersection:

- Construction Plans
- Signing and Striping Plans
- Traffic Signal Plans
- Electrical Plans (NJ Route 27 (Raritan Avenue) and N. Third Ave./S. Third Ave)
- Traffic Signal Wiring, Timing, Phasing, and Conduit Calculations (NJ Route 27 (Raritan Avenue) and N. Third Ave./S. Third Ave)

The NJDOT Application Package for the closure is expected to consist of the following items in accordance with the NJDOT Access Code Requirements:

- Completed and Signed Application Form
- Applicable Application Fee
- All required Application Checklist Items from N.J.A.C. 16:47 Appendix H-2
- All required Plan Checklist Items from N.J.A.C. 16:47 Appendix H-3
- Designated Contact Person.

This application package submission excludes addressing resolution of comments from the NJDOT between submitting the application and application approval. Upon receipt of comments from the NJDOT a separate authorization will be submitted to resolve the outstanding issues, if required.

Accordingly, we can provide these services based upon on hourly rates necessary to perform same for a cost not to exceed \$49,020.00 without further Council Authorization. Our proposal does not include the payment of any application fees, Bid Phase Services or Construction Administration Services.

Should you have any questions regarding this matter, please do not hesitate to contact our office.

Very truly yours,

Bruce M. Koch, PE, PP, CME
 Borough Engineer's Office

BMK/blr

cc: Mayor Gayle Brill Mittler
 All Council Members
 Borough Clerk
 Borough Attorney
 Chief Financial Officer
 Borough Construction Official
 Public Works Superintendent

**BOROUGH OF HIGHLAND PARK
NO. 6-22-156**

**RESOLUTION AUTHORIZING THE INSTALLATION OF PARKLETS ON
SO. 3RD AND NO. 4TH AVENUES**

RESOLUTION: Economic Development Committee

WHEREAS, the Borough of Highland Park owns the public right-of-way along municipal roadways; and

WHEREAS, the Mayor and Borough Council wish to use the public right-of-way to create additional outdoor public spaces that enhance the Borough’s downtown for the benefit of residents, property owners, and downtown businesses; and

WHEREAS, parklets are an effective way of creating new spaces for the public to sit, recreate, and safely socialize by expanding the usable sidewalk area into adjacent parking spaces; and

WHEREAS, the Town Tables established on So. 3rd and No. 4th Avenues illustrated that there is a demand for these public gathering spaces in Highland Park and these locations are desirable for such a use; and

WHEREAS, Main Street Highland Park (MSHP) has secured grant funding from the NJ Department of Community Affairs to design and build parklets in downtown Highland Park; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that MSHP is authorized to establish and maintain parklets in the public parking spaces in the vicinity of the following:

- So. 3rd Avenue, both sides of the roadway, from Raritan Avenue to Penstock Coffee and from Raritan Ave to the SpeakMusic building
- No. 4th Avenue, east side of roadway, from Raritan Avenue to Sushiana

BE IT FURTHER RESOLVED that the Borough Council and MSHP reserve the right to temporarily or permanently remove and/or revoke the aforementioned parklets to protect the health, safety, and welfare of the residents, businesses, and visitors to Highland Park; and

BE IT FURTHER RESOLVED by the Borough Council of the Borough of Highland Park that this resolution shall take effect immediately.

ADOPTED: June 14, 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 14th day of June 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. 6-22-157**

**RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES
AGREEMENT FOR GEOTECHNICAL EXPERT WITNESS SERVICES
FROM GEI CONSULTANTS**

RESOLUTION: Council As A Whole

WHEREAS, the Borough of Highland Park has a need for geotechnical engineering expert witness services in connection with litigation entitled JSM at Highland Park, LLC v. The Borough of Highland Park, Docket No. MID-L-4958-17; 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, Sean DiBartolo of GEI Consultants is a licensed professional engineer in New Jersey, in addition to MA, MD, and NY; and

WHEREAS, the Mayor and Council desire to provide a written agreement providing for the compensation of Sean DiBartolo to serve as the Borough's geotechnical expert witness in connection with the above-referenced matter; and

WHEREAS, funds for this purpose are not to exceed the amount of \$13,000.00 without further resolution of Council; and

WHEREAS, funds will be available for this purpose in the amount of \$13,000.00 in account No. 2-01-20-155-235 provided for by the 2022 Municipal Budget, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2202-06.

NOW, THEREFORE, BE IT RESOLVED by Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Sean DiBartolo of GEI Consultants, a copy of which is attached hereto, and that notice of this contract be published as required by law and that a copy of the executed Agreement be placed on file in the Office of the Borough Clerk.

ADOPTED: June 14, 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 14th day of June 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



STANDARD PROFESSIONAL SERVICES AGREEMENT

1. AGREEMENT

This Agreement is made and entered into by and between

GEI Consultants, Inc. (GEI) and
400 Broadacres Drive, Suite 310, Bloomfield, NJ 07003
Borough of Highland Park
221 South Fifth Avenue, Highland Park, NJ 08904

By this Agreement, the parties do mutually agree as follows:

2. SCOPE OF SERVICES

GEI shall perform the services described herein and in **Exhibit A**.

3. EFFECTIVE DATE

The effective date of this Agreement shall be the latter of the acceptance dates indicated in Article 16, Acceptance. Acceptance of this Agreement by both parties shall serve as GEI's Notice to Proceed with the services described in **Exhibit A**.

4. FORCE MAJEURE

- a) Force Majeure "Event of Force Majeure" means an event beyond the control of GEI and CLIENT, which prevents a Party from complying with any of its obligations under this Agreement, including but not limited to, acts of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities, acts of terrorism, riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of GEI or its subcontractors.
- b) Neither CLIENT nor GEI shall be considered in breach of this Agreement to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an event of Force Majeure. Either CLIENT or GEI shall give written notice to the other upon becoming aware that an Event of Force Majeure.

5. COMPENSATION

- a) CLIENT agrees to pay GEI in accordance with the payment terms provided in **Exhibit B** but in no event later than thirty (30) days of CLIENT's receipt of invoice.
- b) GEI will submit invoices monthly or upon completion of a specified scope of service in accordance with GEI's standard invoicing practices, or as otherwise provided in **Exhibit B**.
- c) Payment is due upon receipt of the invoice. Payments will be made by either check or electronic transfer to the address specified by GEI, and will reference GEI's invoice number.
- d) Interest will accrue at the rate of 1% per month of the invoiced amount in excess of thirty (30) days past the invoice date, or as otherwise provided in **Exhibit B**.
- e) In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed amounts will be paid.

6. PERFORMANCE STANDARDS

- a) GEI will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of GEI's profession currently practicing in the same locality under similar conditions. GEI makes no other representations and no warranties, either express or implied, regarding the services provided hereunder.
- b) GEI shall correct deficiencies in services or documents provided under this Agreement without additional cost to CLIENT; except to the extent that such deficiencies are directly attributable to deficiencies in CLIENT-furnished information.



- c) Unless otherwise specifically indicated in writing, GEI shall be entitled to rely, without liability, on the accuracy and completeness of information provided by CLIENT, CLIENT's consultants and contractors, and information from public records, without the need for independent verification.
- d) CLIENT agrees to look solely to the manufacturer or provider to enforce any warranty claims arising from any equipment, materials or other goods provided as a component of GEI's services.

7. INSURANCE

- a) GEI will carry the types and amounts of insurance in the usual form as provided in **Exhibit C**.
- b) Upon written request of CLIENT, GEI will furnish Certificates of Insurance indicating the required coverages and conditions.

8. ALLOCATION OF RISKS

- a) Indemnification. To the fullest extent permitted by law, GEI agrees to indemnify and hold CLIENT harmless from and against liabilities, claims, damages, and costs (including reasonable attorney's fees) to the extent caused by the negligence or willful misconduct of GEI in the performance of services under this Agreement.
- b) Limitation of Liability. To the fullest extent permitted by law, the total liability, in the aggregate, of GEI and its officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to GEI's services, the project, or this Agreement, will not exceed the total compensation received by GEI under the specific applicable project and/or task order, or Fifty Thousand Dollars (\$50,000) whichever is less. This limitation will apply regardless of legal theory, and includes but is not limited to claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty of GEI or its officers, directors, employees, agents, or independent professional associates or consultants, or any of them. CLIENT further agrees to require that all contractors and subcontractors agree that this limitation of GEI's liability extends to include any claims or actions that they might bring in any forum.
- c) Consequential Damages. GEI and CLIENT waive consequential damages, including but not limited to damages for loss of profits, loss of revenues, and loss of business or business opportunities, for claims, disputes, or other matters in question arising out of or relating to this Agreement.

9. CONFIDENTIALITY

- a) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by GEI to be duly issued, or unless requested to do so in writing by CLIENT, GEI agrees it will not convey to others any proprietary non-public information, knowledge, data, or property relating to the business or affairs of CLIENT or of any of its affiliates, which is in any way obtained by GEI during its association with CLIENT. GEI further agrees to strive to limit, to a "need to know" basis, access by its employees to information referred to above.
- b) Unless compelled by law, governmental agency or authority, or order of a court of competent jurisdiction, or unless required pursuant to a subpoena deemed by CLIENT to be duly issued, CLIENT will not release to its employees or any other parties any concepts, materials, or procedures of GEI deemed by GEI to be proprietary and so explained to CLIENT.

10. OWNERSHIP OF DOCUMENTS

Drawings, diagrams, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service (Project Documents), regardless of form, will be confidential and the proprietary information of GEI, and will remain the sole and exclusive property of GEI whether the project for which they are made is executed or not. CLIENT retains the right to use Project Documents for the furtherance of the project consistent with the express purpose(s) of the Project Documents, and for CLIENT's information and reference in connection with CLIENT's use and occupancy of the project. Any use of Project Documents for purposes other than those for which they were explicitly prepared shall



be at CLIENT's sole risk and liability. CLIENT agrees to defend, indemnify, and hold GEI harmless from and against any claims, losses, liabilities, and damages arising out of or resulting from the unauthorized use of Project Documents.

11. TERMINATION AND SUSPENSION

- a) This Agreement may be terminated by CLIENT for any reason upon ten (10) days written notice to GEI.
- b) This Agreement may be terminated by GEI for cause upon thirty (30) days written notice to CLIENT.
- c) In the event that this Agreement is terminated for any reason, CLIENT agrees to remit just and equitable compensation to GEI for services already performed in accordance with this Agreement, subject to the limitations given in this Article 11, Termination and Suspension.
- d) In the event Client terminates this Agreement for cause, in determining just and equitable compensation to GEI for work already performed, CLIENT may reduce amounts due to GEI by amounts equal to additional costs incurred by CLIENT to complete the Agreement scope. Such additional costs incurred by CLIENT may include but are not limited to: (1) the additional costs incurred by CLIENT to engage another qualified consultant to complete the unfinished scope; and (2) CLIENT's labor costs and expenses to demobilize and remobilize its personnel to the site to coordinate with the new consultant.
- e) GEI may suspend any or all services under this Agreement if CLIENT fails to pay undisputed invoice amounts within sixty (60) days following invoice date, by providing written notice to CLIENT, until payments are restored to a current basis. In the event GEI engages counsel to enforce overdue payments, CLIENT will reimburse GEI for all reasonable attorney's fees and court costs related to enforcement of overdue payments, provided that CLIENT does not have a good faith dispute with the invoice. CLIENT will indemnify and save GEI harmless from any claim or liability resulting from suspension of the work due to non-current, undisputed payments.

12. DISPUTE RESOLUTION

Both parties agree to submit any claims, disputes, or controversies arising out of or in relation to the interpretation, application, or enforcement of this Agreement to non-binding mediation pursuant to the Rules for Commercial Mediation of the American Arbitration Association, as a condition precedent to litigation or any other form of dispute resolution.

13. GENERAL CONSIDERATIONS

- a) Authorized Representatives. The following individuals are authorized to act as CLIENT's and GEI's representatives with respect to the services provided under this Agreement:

For CLIENT:

 Borough of Highland Park
 221 South Fifth Avenue, Highland Park, NJ 08904

For GEI:

 Sean DiBartolo
 400 Broadacres Drive, Suite 310, Bloomfield, NJ 07003

- b) Nothing in this Agreement shall be construed as establishing a fiduciary relationship between CLIENT and GEI.
- c) Notices. Any notice required under this Agreement will be in writing, submitted to the respective party's Authorized Representative at the address provided in this Article 13, General Considerations. Notices shall be delivered by registered or certified mail postage prepaid, or by commercial courier service. All notices shall be effective upon the date of receipt.
- d) Controlling Law. This Agreement is to be governed by the laws of the State of New Jersey.
- e) Survival. All express representations, indemnifications, or limitations of liability included in the Agreement will survive its completion or termination for any reason. However, in no event shall indemnification obligations extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.



- f) Severability. Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon GEI and CLIENT.
- g) Waiver. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- h) Headings. The headings used in this Agreement are for general reference only and do not have special significance.
- i) Certifications. GEI shall not be required to sign any documents, no matter by whom requested, that would result in GEI having to certify, guaranty, or warrant the existence of conditions or the suitability or performance of GEI's services or the project, that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- j) Third Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or GEI. GEI's services hereunder are being performed solely for the benefit of CLIENT, and no other entity shall have any claim against GEI because of this Agreement or GEI's performance of services hereunder. CLIENT shall indemnify and hold GEI harmless from any claims by any third parties that arise from the CLIENT's release of any Project Documents by CLIENT.

14. ADDITIONAL PROVISIONS

- a) If Field Services are provided under this Agreement, the additional provisions included in **Exhibit D** shall apply. Field Services are defined as services performed on property owned or controlled by CLIENT, any federal, state, or local government or governmental agency, or other third party, and include, but are not limited to: site inspection, site investigation, subsurface investigation, sample collection, or sample testing.
- b) If the services of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) are provided under this Agreement, the additional provisions included in **Exhibit E** shall apply.
- c) If Engineering Design Services are provided under this Agreement, the additional provisions included in **Exhibit F** shall apply.
- d) If Opinions of Probable Construction Cost are provided under this Agreement, the additional provisions included in **Exhibit G** shall apply.
- e) If Construction Services are provided under this Agreement, the additional provisions included in **Exhibit H** shall apply.

15. EXHIBITS

The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A, Scope of Services and Schedule
- Exhibit B, Payment Terms
- Exhibit C, Insurance
- Exhibit D, Special Provisions for Field Services
- ~~Exhibit E, Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals~~
- ~~Exhibit F, Special Provisions for Engineering Design Services~~
- Exhibit G, Special Provisions for Opinions of Probable Construction Costs
- ~~Exhibit H, Special Provisions for Construction Services~~



16. ACCEPTANCE

The parties hereto have executed this Agreement as of the dates shown below.

For CLIENT:

By: _____
 (Signature)

 (Print Name)

 (Title)

 (Date)

For GEI:

By: Sean DiBartolo
 (Signature)

Sean T. DiBartolo
 (Print Name)

Senior Geotechnical Engineer
 (Title)

4/19/2022
 (Date)



**STANDARD PROFESSIONAL SERVICES AGREEMENT
EXHIBITS A - H**

EXHIBIT A**Scope of Services and Schedule**

See Enclosed Letter Proposal Dated April 19, 2022.

EXHIBIT B**Payment Terms**

See Enclosed Letter Proposal Dated April 19, 2022, including GEI's 2022 Fee Schedule and Payment Terms.

EXHIBIT C**Insurance**

GEI will carry the following types and amounts of insurance:

- A. Worker's Compensation and Employer's Liability (statutory):
 1. In accordance with the laws of the state(s) in which services are performed.
- B. Commercial General Liability (CGL) Insurance:
 1. Bodily Injury and Property Damage Combined: \$1,000,000 per occurrence and in aggregate.
 2. Including explosion, underground drilling excavation, and collapse hazards.
 3. Including an endorsement providing Additional Insured Status to CLIENT under the policy.
- C. Comprehensive Automobile Insurance:
 1. Bodily Injury and Property Damage Combined: \$1,000,000 per accident.
 2. Includes all owned, non-owned, and hired vehicles used in connection with the services under this Agreement.
- D. Professional Liability Insurance:
 1. \$1,000,000 per claim and in aggregate.

EXHIBIT D**Special Provisions for Field Services**

- A. Right of Entry. CLIENT agrees to furnish GEI with right-of-entry and a plan of boundaries of the site where GEI will perform its services. If CLIENT does not own the site, CLIENT represents and warrants that it will obtain permission for GEI's access to the site to conduct site reconnaissance, surveys, borings, and other explorations of the site pursuant to the scope of services in the Agreement. GEI will take reasonable precautions to minimize damage to the site from use of equipment, but GEI is not responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from GEI's operations has not been included in GEI's fee, unless specifically stated in **Exhibit B**.
- B. Underground structures. CLIENT will identify locations of buried utilities and other underground structures in areas of subsurface exploration. GEI will take reasonable precautions to avoid damage to the buried utilities and other underground structures noted. If locations are not known or cannot be confirmed by CLIENT, then there will be a degree of risk to CLIENT associated with conducting the exploration. In the absence of confirmed underground structure locations, CLIENT agrees to accept the risk of any damages and losses resulting from the exploration work and shall indemnify and hold GEI, its subconsultants and employees harmless from all claims, losses or damages arising from GEI's services involving subsurface exploration.
- C. Presence of Hazardous Materials. If unanticipated hazardous waste, oil, asbestos, or other hazardous materials, as defined by federal, state, or local laws or regulations, and if such materials are discovered during GEI's work, CLIENT agrees to negotiate appropriate revisions to the scope, schedule, budget, and terms and conditions of this Agreement. When such hazardous materials are suspected, GEI will have the option to stop work, without financial penalty, until a modification to this Agreement is made or a new Agreement is reached. If a mutually satisfactory Agreement cannot be reached between both parties, this Agreement will be terminated without cause and CLIENT agrees to pay GEI for all services rendered up to the date of termination, including any costs associated with termination.
- D. Disposal of Samples and Wastes Containing Regulated Contaminants. In the event that samples collected by GEI or provided by CLIENT, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing hazardous materials, said samples or wastes remain the property of CLIENT and CLIENT will have responsibility for them as a generator. If set forth in the



Agreement, GEI will, at CLIENT's expense and as CLIENT's appointed agent, perform necessary testing, and either (a) return said samples and wastes to CLIENT, or (b) using a manifest signed by CLIENT as generator, have said samples and/or wastes transported to a location selected by CLIENT for disposal. CLIENT agrees to pay all costs associated with the storage, transport and disposal of said samples and/or wastes. Unless otherwise provided in the Agreement, GEI will not transport, handle, store, or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal. CLIENT recognizes and agrees that GEI is working as a bailee and/or agent and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples. Further, CLIENT agrees to look solely to any transport or disposal entity in the event any claim, cause of action or damages arise from GEI's activities a bailee or agent of CLIENT under this provision.

- E. Contribution of Hazardous Materials. CLIENT agrees that GEI has not contributed to the presence of hazardous wastes, oils, asbestos, biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms, or other hazardous materials that may exist or be discovered in the future at the site. GEI does not assume any liability for the known or unknown presence of such materials. GEI's scope of services does not include the investigation or detection of biological pollutants such as molds, fungi, spores, bacteria and viruses, and by-products of any such biological organisms. CLIENT agrees to indemnify and hold harmless GEI, its subconsultants, subcontractors, agents, and employees from and against all claims, damages, losses, and costs (including reasonable attorneys' fees) that may result from the detection, failure to detect, or from the actual, alleged, or threatened discharge, dispersal, release, escape, or exposure to any solid, liquid, gaseous, or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste, oil, hazardous materials, or biological pollutants. CLIENT's obligations under this paragraph apply unless such claims, damages, losses, and expenses are caused by GEI's sole negligence or willful misconduct.

EXHIBIT E

Special Provisions for Services of Licensed Site/Environmental/Remediation Professionals

For services under this Agreement that require the engagement of a Licensed Site Professional (LSP), a Licensed Environmental Professional (LEP), or a Licensed Site Remediation Professional (LSRP) registered with and subject to the laws and regulations promulgated by the state in which the services are provided (collectively the LSP/LEP/LSRP Program), the following will apply:

- A. Under the LSP/LEP/LSRP Program, the LSP/LEP/LSRP owes professional obligations to the public, including, in some instances, a duty to disclose the existence of certain contaminants to the state in which the services are provided.
- B. CLIENT understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP/LSRP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of CLIENT, the licensed professional is bound by law to comply with the requirements of the LSP/LEP/LSRP Program. CLIENT recognizes that the licensed professional is immune from civil liability resulting from any such actual or alleged conflict.
- C. CLIENT agrees to indemnify and hold GEI harmless from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP/LSRP Program.

EXHIBIT F

Special Provisions for Engineering Design Services

- A. Design Without Construction Phase Services. CLIENT understands and agrees that if GEI's services under this Agreement include engineering design and do not include Construction Related Services, then CLIENT:
1. Assumes all responsibility for interpretation of the construction Contract Documents.
 2. Assumes all responsibility for construction observation and review.
 3. Waives any claims against GEI that may be in any way connected thereto.

For purposes of this Agreement, Construction Related Services include, but are not limited to: construction observation; review of the construction contractor's technical submittals; review of the construction contractor's progress; or other construction phase services.

- B. Use of Documents.
1. The actual signed and sealed hardcopy construction Contract Documents including stamped drawings, together with any addenda or revisions, are and will remain the official copies of all documents.



2. All documents including drawings, data, plans, specifications, reports, or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human alteration, or other causes.
3. Electronic Files are provided for convenience and informational purposes only and are not a finished product or Contract Document. GEI makes no representation regarding the accuracy or completeness of any accompanying Electronic Files. GEI may, at its sole discretion, add wording to this effect on electronic file submissions.
4. CLIENT waives any and all claims against GEI that may result in any way from the use or misuse, unauthorized reuse, alteration, addition to, or transfer of the Electronic Files. CLIENT agrees to indemnify and hold harmless GEI, its officers, directors, employees, agents, or subconsultants, from any claims, losses, damages, or costs (including reasonable attorney's fees) which may arise out of the use or misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.

EXHIBIT G

Special Provisions for Opinions of Probable Construction Costs

GEI's Opinions of Probable Construction Cost provided under this Agreement are made on the basis of GEI's experience and qualifications, and represent GEI's best judgment as an experienced and qualified professional generally familiar with the industry. However, since GEI has no control over the cost of labor, materials, equipment or services furnished by others, or over a contractor's methods of determining prices, or over competitive bidding or market conditions, GEI cannot and does not guarantee that proposals, bids or actual construction costs will not vary from Opinions of Probable Construction Cost prepared by GEI.

If CLIENT wishes greater assurance as to probable construction costs, CLIENT agrees to employ an independent cost estimator.

EXHIBIT H

Special Provisions for Construction Services

In accordance with the scope of services under this Agreement, GEI will provide personnel to observe the specific aspects of construction stated in the Agreement and to ascertain that construction is being performed, in general, in accordance with the approved construction Contract Documents.

- A. GEI cannot provide its opinion on the suitability of any part of the work performed unless GEI's personnel make measurements and observations of that part of the construction. By performing construction observation services, GEI does not guarantee the contractor's work. The contractor will remain solely responsible for the accuracy and adequacy of all construction or other activities performed by the contractor, including: methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA and construction safety regulations and any other applicable federal, state, or local laws or regulations.
- B. In consideration of any review or evaluation by GEI of the various bidders and bid submissions, and to make recommendations to CLIENT regarding the award of the construction Contract, CLIENT agrees to hold harmless and indemnify GEI for all costs, expenses, damages and attorneys' fees incurred by GEI as a result of any claims, allegations, administrative proceedings, or court proceedings arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of bidders and bid submissions or recommendations concerning the award of the construction Contract. This paragraph will not apply if GEI is adjudicated by a court to have been solely negligent or to have actually engaged in intentional and willful misconduct without legitimate justification, privilege, or immunity; however, CLIENT will be obligated to indemnify GEI until any such final adjudication by a court of competent jurisdiction.

STD:

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Consulting
Engineers and
Scientists

April 19, 2022
Proposal 610035

VIA EMAIL: etomaszewski@msbnj.com

Borough of Highland Park
c/o Mr. Eric E. Tomaszewski, Esq.
McManimon, Scotland & Baumann, LLC
75 Livingston Avenue
Roseland, NJ 07068

Dear Eric:

**Re: Proposal and Agreement for
Professional Engineering Expert Services
Borough of Highland Park v. JSM at Highland Park, LLC, et.al.**

GEI Consultants, Inc. appreciates the opportunity to provide you with this proposal for expert witness services relative to our review of documents, site inspection, and evaluation of plaintiff claims associated with the assignment of a cap and deed notice remedy for the Borough of Highland Park, New Jersey. We understand that the plaintiff is Edgewood Properties d/b/a JSM at Highland Park, LLC and that the Borough of Highland Park would be our client on this project.

Initial Scope of Services

GEI's services will initially consist of our review of documents to be provided by you, including drawings, photographs, reports by others and other documents. We also expect to review publicly available information for such things as historical area topography and photography, etc. Further, we will perform a site visit to observe the current conditions at the project site and surrounding area.

Based on our review of the documents, publicly available information, and site visit observations, Sean DiBartolo will provide you with his professional opinion(s) relative to the claims substantiated by project professionals employed by JSM at Highland Park, LCC. At this time, we will provide the following:

- A review of reports.
- Preparation of a rebuttal.
- Preparation for and attendance at deposition.
- Assistance in deposition preparation
- Attorney coordination.

Sean will serve as the lead evaluator for this project, with support provided by other GEI staff, as appropriate.

Mr. Eric E. Tomaszewski, Esq.

-2-

April 19, 2022

Fee and Terms and Conditions

GEI will perform these services on a time and materials basis. Invoices will be submitted monthly based on the actual time spent and expenses incurred during the billing period, in accordance with the enclosed 2022 Fee Schedule and Payment Terms. Sean DiBartolo's standard hourly billing rate for 2022 is \$284. Based on our initial discussions and our experience with projects of a similar nature, we recommend establishing a preliminary budget of \$10,000 for our services which should cover our time for the review of documents, site visit, and initial evaluation. We will notify you when we are close to reaching this budget amount to discuss the scope of services and any needed additional budget authorizations.

GEI's services will be provided according to our enclosed Standard Professional Services Agreement. GEI will abide by the confidentiality provisions of the attached terms and conditions with respect to all information shared for this project.

If this proposal is acceptable, please sign below and on the appropriate place in the attached Agreement [Section 16] and return to us, which will serve as our contract and notice to proceed.

Thank you for the opportunity to provide these services. We look forward to working with you on this project. If you have any questions, please call Sean DiBartolo at 973-873-7115.

Sincerely,

GEI CONSULTANTS, INC.



Sean T. DiBartolo, P.E., CFM, LEED AP
Senior Geotechnical Engineer/Project Manager



Joseph G. Engels, P.E.
Vice President/Principal

STD/JGE:evw
Enclosures

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Accepted by:

BOROUGH OF HIGHLAND PARK

(Signature)

(Title)

(Typed/Printed Name)

(Date)

FEE SCHEDULE

<u>Personnel Category</u>	<i>Hourly Billing Rate</i> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 132
Staff Professional – Grade 2	\$ 145
Project Professional – Grade 3	\$ 159
Project Professional – Grade 4	\$ 178
Senior Professional – Grade 5	\$ 210
Senior Professional – Grade 6	\$ 239
Senior Professional – Grade 7	\$ 284
Senior Consultant – Grade 8	\$ 318
Senior Consultant – Grade 9	\$ 388
Senior Principal – Grade 10	\$ 388

Senior Drafter and Designer	\$ 159
Drafter / Designer and Senior Technician	\$ 145
Field Professional	\$ 119
Technician, Word Processor, Administrative Staff	\$ 118
Office Aide	\$ 92

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The 15% service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

BOROUGH OF HIGHLAND PARK
6-22-158

WHEREAS, litigation entitled “Andrea Costas vs. Borough of Highland Park, et al.” Docket No. MID-L-2064-22, has been filed; and

WHEREAS, the parties have reached an amicable settlement of said litigation.

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

1. The Mayor and Clerk are hereby authorized and directed to execute a Settlement and General Release Agreement concerning the above-referenced litigation.
2. The Agreement is on file in the Office of the Borough Clerk and may be inspected during regular office hours.
3. A certified true copy of this Resolution shall be furnished to the Borough’s Attorney, Robert Renaud, Esq., Renaud and DeAppolonio, LLC, 190 North Avenue East, Cranford, New Jersey 07016, upon its adoption.

ADOPTED: June 14, 2022

ATTEST:

Jennifer Santiago, Borough Clerk

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify that the above Resolution was adopted by the Borough Council of said Borough of Highland Park at its regular meeting held on the 14th day of June 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. 6-22-159

RESOLUTION TO APPROVE PAY ESTIMATE NO. 1 FOR RENOVATIONS AT THE HIGHLAND
PARK RECREATION COMPLEX – HELLAS CONSTRUCTION, INC.

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, pursuant to Resolution No. 3-22-86, adopted March 15, 2022, the Borough Council authorized execution of a contract with Hellas Construction Inc. for Renovations to the Highland Park Recreation Complex, in an amount not to exceed \$1,974,540.00, without further resolution of Council; and

WHEREAS, pursuant to said resolution a contract was duly executed; and

WHEREAS, it appears from Pay Estimate No. 1, filed by CME Associates, that certain work under said contract has been completed and approved, and there is due to Hellas Construction Inc. the sum of \$672,380.94 in accordance with said Pay Estimate for work performed from May 1, 2022 to May 31, 2022; and

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-830-001, as reflected by the Certification of Funds Available by the Chief Financial Officer Lori Majeski, certification no. 2022-03; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Chief Financial Officer be and is hereby authorized and directed to pay Hellas Construction Inc. the sum of \$672,380.94, as certified by the Engineer in Pay Estimate No. 1, subject to the Clerk's receipt of the Certified Payroll and Project Manning Reports and additional documents as necessary;

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Borough Administrator, Chief Financial Officer and Hellas Construction, Inc.

ADOPTED: June 14, 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 14th day of June 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, NJ
RESOLUITON 6-22-160**

**Governor’s Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle October 2020-June 2025**

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

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

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

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

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

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

DEDR	\$7,664.00
Cash Match	\$1,916.00
In-Kind	\$5,748.00

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

APPROVED: _____
Gayle Brill Mittler, Mayor

CERTIFICATION

I, Jennifer Santiago, Municipal Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 14th day of June 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. 6-22-161

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 6/14/2022 can be found in the Bills List Journal Book No. 42.

ADOPTED: June 14, 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 14th day of June 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. 6-22-162**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION NJDEP
CLEAN COMMUNITES GRANT**

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2022 budget in the sum of \$27,885.90, which is now available from the State of New Jersey Department of Environmental Protection Clean Communities Grant, and

BE IT FURTHER RESOLVED that the like sum of \$27,885.90 is hereby appropriated under the caption of Clean Communities Grant.

ADOPTED: June 14, 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 14th day of June 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. 6-22-163**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
SUSTAINABLE NEW JERSEY GRANT**

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2022 budget in the sum of \$10,000.00, which is now available from the PSEG Foundation for a 2022 Sustainable New Jersey Grant, and

BE IT FURTHER RESOLVED that the like sum of \$10,000.00 is hereby appropriated under the caption of Sustainable New Jersey Grant.

ADOPTED: June 14, 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 14th day of June 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. 6-22-164**

**REQUESTING APPROVAL OF ITEMS OF REVENUE AND APPROPRIATION
MIDDLESEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT**

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

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

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2022 budget in the sum of \$76,445.00, which is now available from the Middlesex County Community Development Block Grant, and

BE IT FURTHER RESOLVED that the like sum of \$76,445.00 is hereby appropriated under the caption of Community Development Block Grant.

ADOPTED: June 14, 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 14th day of June 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. 1-22-165**

RESOLUTION AUTHORIZING EXECUTIVE SESSION

RESOLUTION: Council as a Whole

WHEREAS, Section 8 of the Open Public Meetings Act permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, the Borough Council is of the opinion that such circumstances exist.

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

1. The public shall be excluded from the closed session at close of tonight's open session.
2. The general nature of the subject matter to be discussed is as follows:

Botteon v. Borough of Highland Park
3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.
4. This Resolution shall take effect immediately.

ADOPTED: June 14, 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 14th day of June 2022.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Canavera				
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