

BOROUGH OF HIGHLAND PARK  
REGULAR MEETING  
DECEMBER 20, 2022 – 7:00 PM

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

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

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

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

**AGENDA**

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

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

6.a **MOTION** to approve minutes of the Regular Session minutes of March 1, 2022 and March 15, 2022, as distributed.

**ROLL CALL VOTE**

7. Council Reports.
8. Borough Administrator's Report.
9. Borough Attorney's Report.

10. Mayor's Report.
11. Public Participation.  
*(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).*
12. Ordinances Requiring a Second Reading.
  - 12.a Clerk reports advertising an Ordinance Amending Chapter 303 "Property Maintenance" to add Article V - Lead-Based Paint Inspection for consideration of passage on final reading by title.
    - a. MOTION to take up ordinance on final reading by title.
    - b. Public Hearing.
    - c. 12-22-280 Resolution to adopt/reject and advertise ordinance on final reading by title.  
**MOTION adopt/reject** **ROLL CALL VOTE**
  - 12.b Clerk reports advertising an Ordinance Amending Chapter 321 Concerning Rent Control Regulations for consideration of passage on final reading by title.
    - a. MOTION to take up ordinance on final reading by title.
    - b. Public Hearing.
    - c. 12-22-281 Resolution to adopt/reject and advertise ordinance on final reading by title.  
**MOTION adopt/reject** **ROLL CALL VOTE**
13. Ordinances Requiring a First Reading.
14. Consent Agenda Items - Resolutions.
 

**ROLL CALL VOTE**

  - 14.a \*12-22-282 Resolution Authorizing Execution of MOU with Middlesex County Office of Emergency Management for Utilization of Specialized Equipment
  - 14.b \*11-22-283 Resolution Authorizing Amendment to Salary Resolution
  - 14.c \*12-22-284 Resolution Authorizing Purchase of Recycling Toters from Sanitation Equipment Corporation
  - 14.d \*12-22-285 Resolution in support of LGBTQ+ residents
  - 14.e \*12-22-286 Resolution Authorizing a Professional Services Agreement with ETM Associates, LLC for Landscape Architectural Services related to the Preparation of a Feasibility Study and Concept Plan for the Raritan River Trail Connector
  - 14.f \*12-22-287 Resolution to Approve Pay Estimate No. 1 for the 2021 Municipal Roadway Improvement Project -Resurfacing and Reconstruction of South 1st Avenue, 10th Avenue, North 10th Avenue to CCM Contracting Inc.

14.g \*12-22-288 Resolution to Approve Bills List

15. Resolutions requiring a Separate Reading.

15.a 12-22-289 Resolution Designating the Property Identified on the Borough's Tax Records as Block 3002, Lots 1, 2, 3, 4, 5, 6, 7, 8, 30, 34, 35, 36 and 37, also known as Stop & Shop and Adjacent Parcels, as a Non-Condemnation Area in Need of Redevelopment  
**MOTION** adopt/reject **ROLL CALL VOTE**

15.b 12-22-290 Resolution to Approve Budget Transfers  
**MOTION** adopt/reject **ROLL CALL VOTE**

16. Appointments.

Highland Park Volunteer Fire Department: Nathan E. Ogden  
**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.

19.a a. Taxi Cab Rates (Hale)  
b. Veo Scooters (Hale/TJ)

20. Executive Session (if necessary).

21. MOTION to adjourn.

22. **Next Scheduled Meeting:** January 3, 2022 @ 7 PM

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-280**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Ordinance entitled, ORDINANCE NO. 2065 A AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY, AMENDING CHAPTER 303, "PROPERTY MAINTENANCE," TO ADD ARTICLE V, TITLED "LEAD-BASED PAINT INSPECTION.", 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: December 20, 2022

ATTEST:

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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 20<sup>th</sup> day of December 2022.

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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. 22-2065**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK,  
MIDDLESEX COUNTY, NEW JERSEY, AMENDING  
CHAPTER 303, “PROPERTY MAINTENANCE,” TO ADD  
ARTICLE V, TITLED “LEAD-BASED PAINT INSPECTION.”**

**WHEREAS**, the Borough maintains Borough Code Chapter 303, entitled “Property Maintenance”; and,

**WHEREAS**, pursuant to P.L. 2021, c.182 (N.J.S.A. 52:27D-437.6), all municipalities are required to inspect every single-family, two (2) family, and multiple rental dwelling located within the municipality at tenant turnover for lead-based paint hazards; and,

**WHEREAS**, the Department of Community Affairs has proposed regulations to implement P.L. 2021, c.182 (N.J.S.A. 52:27D-437.6), which are anticipated to be effective in October 2022; and,

**WHEREAS**, it is in the best interests of the residents of the Borough to amend the Borough Code at this time to require inspections for lead-based paint in residential rental dwellings to conform to and ensure compliance with this new State law;

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that the following amendment to Chapter 303 of the Borough Code, adding a new Article V entitled “Lead-Based Paint Inspection” is hereby enacted:

**Section 1.** Chapter 303 of the Borough Code is hereby amended as follows by the addition of a new Article V, entitled “Lead-Based Paint Inspection.”

**ARTICLE V, LEAD-BASED PAINT INSPECTIONS**

**§ 303-25 Inspections for Lead-Based Paint.**

A. Definitions. The following shall have the meaning as used in and in accordance with accordance with N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-1.1, et seq.

“Dust wipe sampling” means a sample collected by wiping a representative surface and tested, in accordance with a method approved by the United States Department of Housing and Urban Development (HUD) and as conducted pursuant to N.J.A.C. 5:28A-2.3.

“Dwelling” means a building containing a room or rooms, or suite, apartment, unit, or space that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

“Dwelling unit” means a unit within a building that is rented and occupied, or intended to be rented and occupied, for sleeping and dwelling purposes by one or more persons.

“Multiple dwelling” means any building or structure and any land appurtenant thereto, and any portion thereof, in which three (3) or more dwelling units are occupied or intended to be occupied by three (3) or more persons living independently of each other. “Multiple dwelling” also means any group of ten (10) or more buildings on a single parcel of land or on contiguous parcels under common ownership, in each of which two (2) dwelling units are occupied, or intended to be occupied, by two (2) persons or households living independently of each other, and any land appurtenant thereto, and any portion thereof. “Multiple dwelling” does not include those buildings and structures that are excluded pursuant to N.J.S.A. 55:13A-3(k).

“Periodic lead-based paint inspection” means the initial inspection of all applicable dwelling units at the earlier of two years from the effective date of P.L. 2021, c. 182, (July 22, 2022) (N.J.S.A. 52:27D-437.6), or tenant turnover and, thereafter, the earlier of three (3) years or upon tenant turnover, consistent with N.J.A.C. 5:28A-2.1, for the purposes of identifying lead-based paint hazards in dwellings subject to this Article.

“Property Maintenance Code Official” means the Borough of Highland Park Construction Official, the Borough of Highland Park Department of Code Enforcement, or any enforcement officer appointed by the Borough of Highland Park, pursuant to N.J.S.A. 40:48-2.3 et seq., or any other statutory authorization, to perform inspections of any Building or other code, or any enforcement officer authorized to enforce the Borough of Highland Park Property Maintenance Code or Health Code, or their designee.

“Remediation” means interim controls or lead abatement work undertaken in conformance with this Article to address lead-based paint hazards.

“Tenant turnover” means the time at which all existing occupants vacate a dwelling unit and all new tenants move into the dwelling unit or the time at which a new tenant enters a vacant dwelling unit.

- B. Inspections Authorized. The Property Maintenance Code Official shall be authorized and empowered to conduct periodic lead-based paint inspections for all applicable multiple dwelling units offered for rent to determine the presence of lead-based paint, in accordance with N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-1.1, et seq.
- C. Certain Multiple Dwelling Units Exempted from Lead-Based Paint Inspection. Inspections for lead-based paint in multiple dwelling units shall be governed by the standards set forth in N.J.S.A. 52:27D-437.1 et seq., and N.J.S.A. 55:13A-1 et seq. A dwelling unit in a single-family, two-family, or multiple rental dwelling shall not be

subject to inspection and evaluation for the presence of lead-based paint hazards if the unit:

1. was constructed during or after 1978;
2. is a single-family or two-family seasonal rental dwelling unit that is rented for less than six (6) months duration each year by tenants that do not have consecutive lease renewals;
3. has been certified to be free of lead-based paint, pursuant to N.J.A.C. 5:17;
4. is in a multiple dwelling that was constructed prior to 1978 and has been registered with the Department of Community Affairs as a multiple dwelling for at least ten (10) years, either under the current or a previous owner, and has either (a) no outstanding paint violations from the most recent cyclical inspection performed on the multiple dwelling under the “Hotel and Multiple Dwelling Law,” P.L. 1967, c.76 (N.J.S.A. 55:13A-1 et seq.), (b) a current certificate of inspection issued by the Department of Community Affairs, Bureau of Housing Inspection, or (c) an open inspection with no violations for paint;
5. has a valid lead-safe certification issued pursuant to N.J.A.C. 5:28A. Lead-safe certifications are valid for two years from the date of issuance pursuant to N.J.A.C. 5:28A-2.4.

**§ 303-26 Owner Required to Obtain Inspection.**

- A. Inspection Performed by Borough Official. The owner, landlord, and/or agent of every single-family, two-family and/or multiple dwelling unit offered for rental shall be required to obtain an inspection of the unit for lead-based paint hazards as required in this Article, or at tenant turnover, whichever is earlier. To obtain the required inspection, the landlord, owner and/or agent shall arrange it with the Borough’s Property Maintenance Code Official and pay all applicable and required fees associated with the Borough’s inspection as specified in § 303-28 and -29, below.
- B. Option for Inspection Performed by Licensed Lead Evaluation Contractor. A dwelling unit owner or landlord may opt, instead, to directly hire a licensed lead evaluation contractor to conduct the periodic lead-based paint inspections for lead-based paint as required in this Article. Notwithstanding this option, the Borough retains the authority to conduct inspections or investigations of landlords or owners that directly hire lead evaluation contractors to ensure that periodic lead-based paint inspections are being performed, in accordance with this chapter. The Borough also retains the authority to prohibit an owner from directly hiring a lead evaluation contractor to conduct a periodic lead-based paint inspection where: (i) the owner previously opted to hire a lead evaluation contractor to perform the periodic lead-based paint inspection and failed to have the inspection completed; or (ii) the Borough determines there is a conflict of interest between the owner and their lead-evaluation contractor of choice.

**§ 303-27 When Lead-Based Paint Inspections Are Required.**

- A. The initial inspection for all single-family, two-family and multiple dwellings subject to this Article shall be upon tenant turnover or within two years of the effective date of P.L. 2021, c. 182 (July 22, 2022), whichever is sooner.
- B. Thereafter, all such dwelling units shall be inspected for lead-based paint hazards every three (3) years or upon tenant turnover, whichever is earlier, except that an inspection shall not be required at tenant turnover, if the dwelling unit owner has a valid lead-safe certification for the dwelling unit.
- C. The next periodic lead-based paint inspection shall be counted from the most recent periodic lead-based paint inspection which resulted in a valid lead-safe certification.

**§ 303-28 Notice of Inspection to be Given.**

Whenever any multiple dwelling unit is scheduled for a tenant turnover, the then-current landlord, owner and/or agent shall provide written notice to the Property Maintenance Code Official that an inspection is needed at least twenty (20) calendar days prior to the scheduled date of the tenant turnover.

**§ 303-29 Fees for inspections.**

- 1. There shall be a fee of One Hundred and Twenty-Five (\$125.00) Dollars for each initial visual lead-based paint inspection. If a dust-wipe sampling is deemed necessary based on visual examination, there shall be an additional fee of Seventy-five (\$75.00) Dollars for that sample.
- 2. There shall be a fee of One Hundred (\$100.00) Dollars for each visual lead-based paint reinspection which is required and/or requested pursuant to this Article. If a dust-wipe sampling is deemed necessary based on visual examination, there shall be a fee of Seventy-five (\$75.00) Dollars for that sample.
- 3. Each dwelling unit under the direct control of the Highland Park Housing Authority shall be exempt from the said fees.
- 4. An additional Twenty (\$20.00) Dollar fee shall be assessed in accordance with N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-2.2, to be deposited into the Lead Hazard Control Assistance Act Fund under the administration of the New Jersey State Department of Community Affairs.
- 5. All fees are nonrefundable upon the applicant's failure to cancel the requested inspection at least forty-eight (48) hours prior to a scheduled inspection. Said fee shall be dedicated to meeting the costs of implementing and enforcing this Article for lead-based paint inspections and shall not be used for any other purpose.



6. A dwelling landlord, owner and/or agent may directly hire a lead evaluation contractor who is certified to provide lead paint inspection services by the Department of Community Affairs to satisfy the requirements of this Article and the requirements of N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-1.1, et seq., in which case, the Twenty (\$20.00) Dollar fee shall be assessed in accordance with N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-2.2, payable to the Borough, to be deposited into the Lead Hazard Control Assistance Act Fund under the administration of the New Jersey State Department of Community Affairs, but no additional lead-based paint inspection fee shall be charged by the Borough.

### **§ 303-30 Time for Inspections.**

All inspections and reinspections shall take place within fifteen (15) calendar days of the requested inspection. Inspection fees shall be paid prior to the inspection. No inspections or reinspections shall take place unless all fees are paid. Scheduled inspections or reinspections may be canceled by the Property Maintenance Code Official, unless the completed application and required fees have been received by the Borough at least twenty-four (24) hours prior to the scheduled inspection, or on the last working day prior to the scheduled inspection. Every inspection for which the landlord, tenant, owner or agent has failed to provide access for inspection shall be deemed a failed inspection.

### **§ 303-31 Lead-Based Paint Inspections by Visual Assessment or Dust Wiping Method.**

- A. At the time of the enactment of P.L. 2021, c.182 (N.J.S.A. 52:27D-437.6), the Department of Community Affairs identified the Borough as a municipality in which less than three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five µg/dL according to the central lead screening database maintained by the New Jersey Department of Health. Accordingly, the Property Maintenance Code Official or licensed lead evaluation contractor shall perform the periodic lead-based paint inspection through a visual assessment, in which the Official or contractor is to examine dwellings, in accordance with HUD guidelines and regulations at 42 U.S.C. § 4851b for deteriorated paint or visible surface dust, debris, or residue on all painted building components, especially any walls, window, trim, and surfaces that experience friction or impact. The Property Maintenance Code Official or licensed lead evaluation contractor may also elect to, but is not required to, collect samples by dust wiping surfaces, including floors, interior windowsills, and other similar surfaces, and tested, in accordance with methods approved by the State of New Jersey and/or the United States Department of Housing and Urban Development.
- B. If, in the future, the Department of Community Affairs designates the Borough as a municipality in which at least three percent of children tested, six years of age or younger, have a blood lead level greater than or equal to five µg/dL according to the central lead screening database maintained by the New Jersey Department of Health, then the inspections required by this Article shall be performed through dust wipe sampling instead of visual assessment alone.

**§ 303-31 Inspection Certification to be Supplied.**

- A. If, following inspection, the Property Maintenance Code Official or lead evaluation contractor finds that no lead-based paint hazard exists in a dwelling unit, they shall certify the dwelling unit as lead-safe on the form prescribed by the Department of Community Affairs and supply a copy of the lead-safe certification to the landlord, owner, and/or agent of the dwelling. If a licensed lead evaluation contractor issues the lead-safe certification, a copy shall also be provided to the Property Maintenance Code Official and the Borough Clerk at the time it is issued.
- B. The lead-safe certification shall be valid for a period of two years from the date of issuance, unless during the two-year certification period, a lead evaluation contractor, lead inspector/risk assessor, a local health department, or a public agency conducts an independent inspection or risk assessment and determines that there is a lead-based paint hazard, in which case, the certification shall be invalid.

**§ 303-33 Identification of Lead-Based Paint Hazard.**

- A. If the Property Maintenance Code Official or licensed lead evaluation contractor finds that a lead-based paint hazard exists in a dwelling unit, they shall notify the New Jersey State Department of Community Affairs, Division of Local Government Services for review of the findings, in accordance with the Lead Hazard Control Assistance Act.
- B. If a lead-based paint hazard is identified in an inspection of one of the dwelling units in a building consisting of two (2) or more dwelling units, then the lead contractor or Property Maintenance Code Official shall inspect the remainder of the building's dwelling units, with the exception of those dwelling units that have been certified to be free of lead-based paint or which have a valid lead-safe certification.

**§ 303-34 Responsibility for Remediation of Lead-Based Paint.**

The owner of the dwelling unit shall be responsible for remediation of the lead-based paint hazard. Remediation and any reinspections required following remediation must be conducted consistent with N.J.A.C. 5:28A-2.5. Documentation of such remediation shall be provided to the Property Maintenance Code Official.

**§ 303-35 Owner Responsibility for Record-Keeping.**

- A. The landlord, owner and/or agent of a dwelling that is subject to this Article shall provide to the tenant and to the Borough evidence of a valid lead-safe certification obtained pursuant to this Article at the time of tenant turnover. The owner shall also affix a copy of any such certification as an exhibit to the tenant's lease.
- B. The owner of a multiple dwelling that is subject to this Article shall provide evidence of a valid lead-safe certification obtained pursuant to this Article, as well as evidence of the most recent tenant turnover, at the time of any cyclical inspection performed pursuant to the Hotel and Multiple Dwelling Law, N.J.S.A. 55:13A-1 et seq.

- C. The owner of a dwelling that is subject to this Article shall maintain a record of the lead-safe certification, which shall include the name or names of a unit's tenants, if the inspection was conducted during a period of tenancy.
- D. The owner of any dwelling subject to this Article shall inform the Borough of all tenant turnover activity to ensure any required inspection may be scheduled.
- E. The owner of a dwelling shall provide a copy of this Article, and any lead-safe certifications issued pursuant thereto, along with the accompanying guidance document, "Lead-Based Paint in Rental Dwellings," to any prospective owners of the dwelling during a real estate transaction, settlement, or closing.

**§ 303-36 Municipal Responsibilities and Enforcement Powers**

- A. Pursuant to N.J.A.C. 5:28A-2.1(d), the Property Maintenance Code Official shall exercise appropriate oversight of a landlord or owner who chooses to hire a lead evaluation contractor to perform the periodic lead-based paint inspection.
- B. Pursuant to N.J.A.C. 5:28A-3.2, the Property Maintenance Code Official shall maintain a record of: all dwellings subject to this chapter, which includes up-to-date information on inspection schedules, inspection results, and tenant turnover; all lead-safe certifications issued; and all lead-free certifications issued.
- C. Pursuant to N.J.S.A. 52:27D-437.6 and N.J.A.C. 5:28A-4.1, the Property Maintenance Code Official is authorized to conduct investigations and issue penalties in order to enforce a multiple dwelling landlord's, owner's and/or agent's failure to comply with this Article.
  - 1. The owner of the dwelling shall first be given a period of thirty (30) calendar days to cure any violation by conducting the required inspection or initiating any required remediation efforts.
  - 2. If the owner of the dwelling has not cured the violation within that time period, they shall be subject to a penalty, not to exceed One Thousand (\$1,000) Dollars per week, until the required inspection has been conducted or the remediation efforts have been initiated.
  - 3. Remediation efforts shall be considered to be initiated when the dwelling owner has hired a lead abatement contractor or other qualified party to perform lead-hazard control methods.

**Section 2.** The Borough Administrator, and any and all other Borough officials, are hereby directed and authorized to perform all acts necessary to effectuate the purposes of this Ordinance.

**Section 3.** 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 4.** 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 5.** This ordinance shall take effect upon its passage and publication as provided for by law.

Introduced and Passed on First Reading: December 6, 2022

Adopted December 20, 2022

Approved: December 20, 2022

Attest:

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Jennifer Santiago, Borough Clerk

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Gayle Brill-Mittler, Mayor

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-281**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Ordinance entitled, ORDINANCE NO. 2066 - AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK CONCERNING RENT CONTROL REGULATIONS AND AMENDING CHAPTER 321 OF THE “CODE OF THE BOROUGH OF HIGHLAND PARK”, passed on final reading at this meeting be delivered to the Mayor for his/her approval, and if approved by 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: December 20, 2022

ATTEST:

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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 20<sup>th</sup> day of December 2022.

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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. 22-2066**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK  
CONCERNING RENT CONTROL REGULATIONS AND AMENDING  
CHAPTER 321 OF THE “CODE OF THE BOROUGH OF HIGHLAND  
PARK”**

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

1. Chapter 321 of the “Code of the Borough of Highland Park” which establishes Rent Leveling Regulations is repealed and replaced with the following:

**Chapter 321**

**RENT CONTROL REGULATIONS**

**ARTICLE I**

**General Provisions**

**Section 1. § 321-1. Definitions.**

As used in this Chapter, the following terms shall have the meaning indicated:

**APARTMENT** – All or a portion of a building or structure which is available for rent to tenants, as a single unit, for living and dwelling purposes together with all privileges, services, furnishings, furniture, equipment, facilities and improvement connected with the use or occupancy of this portion of the property.

**AVAILABLE FOR RENT TO TENANTS** – Fit for habitation as defined by state and local housing and health codes, whether occupied or unoccupied, and offered for rent to tenants.

**BASE RENT** – The rent paid upon initial occupancy plus any percentage increases based on the Consumer Price Index as specified in this Chapter.

**CAPITAL IMPROVEMENT** – Any improvement, addition or alteration of housing space or equipment that provides a new benefit to a tenant, as well as any improvements mandated by law, and that must not be upkeep, maintenance, repairs, rehabilitation of items or services.

**COMPLEX** – A group of adjoining dwellings under common ownership with centralized management.

**CONSUMER PRICE INDEX** – The Consumer Price Index for All Items for New York Region/Northeastern New Jersey and Philadelphia Metro for All Urban Consumers, as issued by the United States Department of Labor, Bureau of Labor Statistics.

**DWELLING** – Any building or structure, all or part of which consists of apartments.

**GROSS RENTAL INCOME** – The total rental income derived by the landlord from the rental of all rental units, which shall also include, but not be limited to rents, garage rentals, commissions, vending machines and laundromats.

**HARDSHIP INCREASE** – A situation wherein a landlord’s net operating income shall have decreased below a Just and Fair Return. A Just and Fair Return Formula is set forth in Article VIII of this Chapter.

**LANDLORD** – The owner of the dwelling or complex, whether individual or organization including but not limited to partnership, corporation, or limited liability company.

**NET OPERATING INCOME** – The difference between the gross rental income and the necessary and reasonable operating expenses.

**OPERATING EXPENSES** – Expenses incurred during the period which were necessary for the efficient operation of a residential rental property. The rent control board will review these expenses to determine the reasonableness under the circumstances. Debt service cost, depreciation and amortization are excluded from necessary and reasonable operating expenses.

**RENT** – The consideration demanded or received in connection with the use or occupancy of housing space including, but not limited to, parking, pets, facilities, privileged services, equipment, furnishings, or any charge, no matter how set forth, paid by the tenant in connection with the housing space.

**SUBSTANTIAL COMPLIANCE** – That the housing space and dwelling are free from all heat, hot water, elevator and all health, safety and fire hazards as well as 90% qualitatively free of all other violations of the current Borough Housing Code, and the International Property Maintenance Code, where applicable.

**SURCHARGE** – Charge in addition to base rent, as specified by this chapter, payable by the tenant to the landlord. Surcharges are not to be considered part of the base rent when calculating percentage increases based on the Consumer Price Index.

**TENANT** – Anyone who rents or is a subtenant, lessee, or sublessee of a rental unit, or successor to a renter’s interest, or any group of tenants, subtenants, lessees, or sublessees of any rental unit, or any other person entitled to the use or occupancy of such rental unit.

**§ 321-2. Applicability; Exemptions**

This Chapter applies to all rental dwellings in the Borough, including single-, two-, three- and four-family dwelling units.

The following classes and types of property are exempt from the provisions of this Chapter:

- A. Motels, hotels, and those parts of buildings or structures which primarily serve transient guests or are rented for commercial uses and purposes; that part of the building or structure

which remains after any exempted sections are deleted is referred to as the dwelling or complex.

- B. Any apartment or building or complex and/or a part thereof which is a stock cooperative or a condominium where the charges to all residents are fixed by a board elected by the residents. Any remaining portion shall be subject to this Chapter as provided herein.
- C. Newly constructed units and units rented for the first time; the rent in such units shall be determined by the landlord. "Newly constructed units" as used herein shall mean any original new construction requesting and receiving exemption pursuant to N.J.S.A. 2A:42-84.2 subject to the requirements in subsection H hereinbelow and any reconstruction or substantial renovation of nonresidential property for residential use.
- D. All multiple dwelling may claim an exemption from this Chapter for a period of time not exceeding the period of amortization of any initial mortgage loan obtained for the multiple dwelling, or for thirty (30) years following completion of construction, whichever is less. In the event that there is no initial mortgage financing, the period of exemption from this Chapter shall be thirty (30) years.
  - 1. The owner of the multiple dwelling may claim an exemption pursuant to N.J.S.A. 2A:42-84.4 by filing with the Department of Code Enforcement, at least thirty (30) days prior to the issuance of a Certificate of Occupancy for newly constructed multiple dwellings, a written statement of the owner's claim of exemption from this Chapter, including therein a statement of the date upon which the exemption period so claimed shall commence, the address of the property, the block and lot number of the property and the number of rental units in the multiple dwelling for which the exemption is being claimed. Further, the owner shall at least thirty (30) days prior to the termination of the exemption period granted by the Borough file with the Department of Code Enforcement a notice of termination of the exemption period for the effected multiple dwelling.
  - 2. The owner of any of any multiple dwelling exempt from this Chapter pursuant to N.J.S.A. 2A:42-84.2 shall, prior to entering into any lease with a person for tenancy of any rental unit located in the multiple dwelling, furnish the prospective tenant with a written statement that the multiple dwelling in which the rental unit is located is exempt from this Chapter for such time as may remain in the exemption period. Each lease offered to a prospective tenant for any rental unit therein during the period of the multiple dwelling is so exempt and shall contain a provision notifying the tenant of the exemption and that the unit being rented is not subject to the Borough of Highland Park Rent Leveling Ordinance.

### **§ 321-3. Annual Rent Increases.**

Establishments of rents between landlords and tenants for dwellings and rental units as defined in this Chapter shall hereafter be determined by the provisions of this Chapter.



- A. The allowable annual rent increase shall be published by the Borough and posted on the Borough website and in Borough Hall in a public location by October 15 of each year for the upcoming calendar year. No landlord shall request or receive a percentage increase in rent from an existing tenant that is greater than the lesser of the following:
- (1) the average of the Consumer Price Index (CPI) for All Urban Consumers over the previous 12-month period; or
  - (2) five percent (5%) of the rent in effect under such lease at the expiration thereof.
- B. All prospective tenants shall be furnished by the landlord with a written statement that the rental unit is subject to the terms and conditions of the Borough of Highland Park Rent Control Ordinance. Said statement shall further provide that a copy of said ordinance may be obtained from the Clerk of the Borough of Highland Park, 221 South 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904-2600, or by calling (732) 572-3400. Said notice shall also be prominently posted on the premise wherein the rental unit is located.

**§ 321-4. General provisions governing increases and adjustments.**

- A. The landlord shall notify the tenant of any increase in total rent at least 30 days before the increase takes effect. The notification to the tenant shall include a copy of the landlord's notification required by Subsection B below. In the event a proposed increase is not effective because of a landlord's failure to comply with the requirements of this Section, new notice shall be given prior to the increase becoming effective.
- B. The copy of the notification shall have attached thereto the certification of the landlord that the apartment and dwelling are in substantial compliance with the Borough Property Maintenance Code in Chapters 303 and 135, as amended, and/or the New Jersey State Housing Code.
- C. A tenant who believes that any increase under §321-3 sought to be imposed by his or her landlord is not authorized, is not accurately calculated or is otherwise improper under the provisions of this Chapter or that the certification required by Subsection B of this section is materially false may challenge such increase in base rent before the Borough Administrator, or his or her designee, by filing a written challenge with the Borough Administrator, or his or her designee, and serving a copy thereof on the landlord or his agent, attorney or employee in person or by registered or certified mail to the usual place of business of the landlord or his agent or to the address to which rent has been mailed during the preceding six months. Such written challenge shall set forth, in reasonable detail, the basis for the challenge and shall identify the provisions of the Chapter with which the landlord has failed to comply. During the pendency of any challenge authorized by this chapter, the increase in rent shall continue to be paid as a part of total rent.

- D. In the event the Borough Administrator, or his or her designee, finds that any increase in rent is improper under the terms of the Chapter, they may order a refund of excess rent paid during the period commencing six months prior to the filing of the written challenge to any tenant who challenged such increase or adjustment. Any refund so ordered shall be promptly made by the landlord, failing which the tenant may deduct the amount of the refund from the rent in the month or months due on and after 45 days from the decision of the Borough Administrator, or his or her designee, until the refund is paid in full; provided, however, that the tenant may deduct from total rent only the amount of the increase in rent or such part thereof as is found to be improper by the Borough Administrator, or his or her designee, for each month's rent due on and after the decision of the Borough Administrator, or his or her designee.
- E. Only one increase in rent based on § 321-3 may be allowed to the landlord during any twelve-month period, the increase to be determined as provided in § 321-3.
- F. All increases and adjustments to the total rent of an apartment in the Borough must be in compliance with the provisions of this Chapter.
- G. Any increase or adjustment in total rent in excess of that authorized by the provisions of this Chapter shall be void.

## ARTICLE II Vacancy Decontrol

### § 321-5. Decontrol generally.

- A. In compliance with this article, Article II of this Chapter shall not apply in the case of a vacancy of a dwelling unit and its re-rental to a new tenant except:
  - (1) To a complex or apartment which has been vacated by virtue of fire, flood, wind damage or damage occurring as a result of a similar natural or human hazard unless the landlord complies with the provisions of § 321-8 of this Chapter; or
- B. A landlord shall not unreasonably deny a request by a tenant to transfer to a different unit in the complex. Should a tenant request and should the landlord approve a move by tenant from one apartment in the complex to another apartment in the complex, the apartment vacated by the tenant shall no longer be subject to the application of Article II, whereas the apartment to which the tenant moves shall remain subject to the application of Article II.
- C. Upon the vacancy and rental of an apartment in a dwelling in accordance with the procedures set forth in Subsections A and B above, the apartment shall be removed from the application of Articles II and XI of this Chapter. Upon re-rental of the apartment, hardship increases and/or capital improvement surcharges shall expire.

### § 321-6. Decontrol; additional requirements; violations and penalties.

A. Upon vacancy and re-rental of an apartment:

(1) The property shall be subject to Article II of this Chapter at the beginning of the month or rental period commencing at the start of the new lease;

B. It shall be unlawful for any landlord or his agents to willfully harass, annoy, intimidate or take any similar action designed to induce a tenant to quit the premises, provided that this provision shall not limit a landlord or his agents from any act specifically authorized under the laws of the State of New Jersey.

C. It shall be a disorderly persons offense for a landlord to willfully do or commit or cause to be done or committed any of the following: any harassment to a tenant with the intent to have the tenant vacate the housing unit, any reduction by the landlord in services which causes the tenant to vacate the premises, any vacation of the premises which is coerced, or any failure to file certifications and/or affidavits when required under this article, unless excused for good cause. Conviction of any of the foregoing violations of this section shall subject the violator to penalties provided in § 321-30. The Borough Administrator, or his or her designee, shall have the power, in addition to the other powers granted in this Chapter, to file a complaint in the Municipal Court of the Borough for any violation of this Chapter. A landlord violating this section in respect to a specific unit shall forfeit the right to have that unit decontrolled for a period of one year from the date of the determination of the violation by the Municipal Court and until the property is again eligible for vacancy decontrol as provided herein.

ARTICLE III  
**Apartment Registry**

**§ 321-7. Establishment.**

There is hereby continued a modified apartment registry which shall contain apartment information for each apartment in the Borough subject to this Chapter as set forth hereinbelow.

**§ 321-8. Initial Registration.**

All landlords in the Borough subject to this Chapter shall file with the Department of Code Enforcement an apartment registry form that is available on the Borough website and available in hardcopy in the Department of Code Enforcement. No dwelling unit shall have a rent increase or hardship award unless the landlord has registered that unit with the Department of Code Enforcement.

**§ 321-9. Registration information required.**

The landlord shall file the following information on a form provided by the Borough:

A. The address of the dwelling or complex.

- B. The name and address of the landlord.
- C. The name, address and phone number of the superintendent and/or the agent in charge of the dwelling or complex.
- D. The number of apartments in the dwelling or complex and the numerical and/or alphabetical designation of each individual unit subject to this Chapter.
- E. The total number of rooms in the dwelling or complex.
- F. Contact Information for Emergency Contact for the Unit.
- G. Department of Code Enforcement. If fuel oil is used to heat the dwelling or complex, the name, address and contact information of the fuel oil dealer serving the dwelling or complex and the grade of fuel used.

**§ 321-10. Copies of decisions.**

Copies of decisions of the Borough Administrator, or his or her designee, regarding a dwelling or complex shall be included in the apartment registry.

**§ 321-11. Maintenance.**

The apartment registry shall be maintained by the Department of Code Enforcement.

ARTICLE IV  
**Tax Appeals and Refunds**

**§ 321-12. Tax appeals by landlord.**

- A. In the event a tax appeal is successful and the municipal property tax is reduced, any tenant in a multiple-dwelling property, except those units exempted in § 321-2A, B and C, the tenants shall receive 100% of the tax refund after deducting the share of all reasonable expenses incurred by the landlord in prosecuting the appeal, upon the submission of certification and proof of expense upon request of the Borough.
- B. The proportionate share of each individual tenant is to be determined as follows: The property tax reduction for the property for the year shall be divided by the total annual rent for all dwelling units, occupied or unoccupied, on such property for the said year to determine the property tax rebate or credit as a fixed percentage of rent for each tenant. The annual rent of each residential unit shall be multiplied by such fixed percentage to determine the annual amount of property tax rebate or credit for each such unit.

- C. The landlord shall, within 30 days of receipt of this tax refund, identify for each tenant, in writing, the total tax refund, each of the expenses incurred in the tax appeal, the tenants' share of the refund and the individual tenant's proportionate share of the tax refund. A copy of the writing indicating the total tax refund, the expenses incurred in the tax appeal and the tenant's share of the refund shall be filed with the Department of Code Enforcement.
- D. If the tenant is still residing in the dwelling or complex, then the tenant's proportionate share of the refund shall, at the option of the landlord, be deducted from his next rent payment or paid directly to the tenant within 60 days of receipt of this refund. A tenant who is no longer residing in the dwelling or complex is entitled to the proportionate share of the tax refund; the landlord shall so inform the tenant by sending a notice to the forwarding address. A copy of this notice shall be sent to the Department of Code Enforcement. Money unclaimed after 60 days following receipt by the landlord of tax refund shall be delivered to the State of New Jersey in accordance with N.J.S.A. 46:30B-1.
- E. Upon receipt of a judgment resulting in a tax reduction for a landlord and upon payment or credit of such reduction to a landlord, the Borough Tax Collector and Assessor shall notify the Borough Administrator, or his or her designee, and the Department of Code Enforcement.
- F. Upon receipt of information that a landlord has received payment or credit in connection with a successful tax appeal as provided in Subsection C above, the Department of Code Enforcement shall notify landlord by certified mail, return receipt requested, of his obligations as provided in Subsections B, C and D of this section.
- G. Within 75 days of receipt or credit in connection with a successful tax appeal, the landlord shall file with the Department of Code Enforcement a certification of compliance with Subsections B, C and D and shall specify as to each tenant whether compliance was achieved by credit, payment to the tenant or payment to the Borough. A copy of the certification shall be posted by the landlord in a conspicuous place in each dwelling.
- H. The Department of Code Enforcement shall monitor compliance with this article by appropriate sampling of tenants to verify that tenants have received refund or credit in connection with tax refunds.
- I. The Municipal Court may enforce the provisions of this article by proceeding pursuant to § 321-30 and/or by appropriate order to comply with the provisions of this article and any fine permitted by these general regulations set forth in Section 1-17 et seq. of this Code.

ARTICLE V  
**Disposition of Tax Refunds**

**§ 321-13. Introduction.**

A tenant or tenants may apply to the Borough Administrator, or his or her designee, in the event that the landlord has received a tax refund but has not distributed it to the tenant or tenants in compliance with the provisions of Article IV, Tax Appeals and Refunds, or in the event the tenant or tenants believe that the expenses incurred by the landlord in connection with an appeal are not reasonable.

**§ 321-14. Application.**

The tenant or tenants shall bring their complaints to the attention of the Borough Administrator, or his or her designee. The application shall include the information listed in Article V, Tax Appeals and Refunds, which is available to the tenants.

**§ 321-15. Notice.**

The tenant or tenants shall provide a copy of the application to the landlord at the time of the application.

**§ 321-16. Hearing.**

- A. The Borough Administrator, or his or her designee, shall convene the Rent Control Board to hold a hearing on the application, giving the tenant or tenants and the landlord, or their representatives, the opportunity to testify and to present witnesses on their behalf. Each party will be permitted reasonable cross-examination of opposing witnesses.
- B. Prior to the hearing, the Borough Administrator, or his or her designee, shall obtain from the landlord, using his subpoena power as necessary, information as to the total tax refund, expenses incurred in the case of a tax appeal, and each tenant's proportionate share of the refund.

**§ 321-17. Decision.**

- A. The Rent Control Board shall make a determination as to what refund the landlord shall make to each tenant.
- B. The decision of the Rent Control Board shall be in writing and shall state the factual findings on which it is based.
- C. In rendering a decision requiring a landlord to make a refund, the Rent Control Board, also may order the payment of interest if required in the interest of justice. Interest, if ordered, shall be computed at the rate allowed on judgments pursuant to New Jersey Court Rules from the date the landlord received the tax refund.

**§ 321-18. Compliance.**

- A. If the Rent Control Board finds that the landlord is required to provide refunds for tenants in accordance with Article V, Tax Appeals and Refunds, then he shall order him or her to do so.
- B. If the landlord does not comply with the order of the Rent Control Board, then the Borough Administrator, or his or her designee, shall declare the landlord to be in violation of this chapter and subject to such penalties as are specified in § 321-30, Violations and penalties.

ARTICLE VI  
**Rent Control Board**

**§ 321-19. Membership and Jurisdiction.**

- A. The Rent Control Board of the Borough of Highland Park shall consist of three (3) members, who shall all be residents of the Borough and appointed by the Mayor with the advice and consent of Council. The membership of the Board shall consist of one (1) landlord owning property in the Borough of Highland Park or their representative, one (1) tenant residing in the Borough of Highland Park and one (1) person owning and occupying their home in the Borough of Highland Park.
- B. There shall also be three (3) alternate members, one of whom shall be a landlord, one of whom shall be a tenant and one of whom shall be a homeowner as defined above. The alternate members of the Board are required to attend all meetings. In the event a regular member does not attend a meeting, the alternate member for that category shall have all of the powers of a regular member for that meeting.
- C. Their terms of office shall be for a period of three (3) years, which terms shall be staggered upon the original appointment of Board members. A member of Council shall serve as liaison to the Board. All members shall serve without compensation. At the first meeting of each year, by majority vote, the Board shall choose one of its members as a chairperson and another as vice chairperson to act in the absence or unavailability of the chairperson. The term of each member shall run through December 31 of such year.
- D. The Rent Control Board shall have and exercise all powers necessary and appropriate to carry out and execute the purposes of this Chapter including the following:
  - (1) Certifying the annual rent increase established by this Chapter.
  - (2) Hearing of hardship and fair rate of return increases.
  - (3) Hearing of tenant applications for disposition of tax refunds.
  - (4) Hearing of challenges to decisions of the Borough Administrator, or his or her designee regarding tenant challenges to annual rent increase.

- (5) All duties and responsibilities of the local agency concerning protecting certain senior citizens and disabled persons from eviction resulting from a condominium conversion pursuant to N.J.S.A. 2A:18-61.22.
  - (6) Review and approval of costs for which a capital improvement surcharge is sought.
- E. The Borough Administrator, or his or her designee, shall serve as Administrator for the Rent Control Board and shall provide staff support to implement the purposes of this Chapter, as follows:
- (1) Supply information and assistance to landlords and tenants to help them comply with the provisions of this Chapter.
  - (2) Calculate the annual rent increase and present it to the Rent Control Board for certification.
  - (3) Hear and decide upon tenant challenges to annual rent increase.
  - (4) Convene the Rent Control Board for hearings and adjudicate applications by tenants and landlords. The Borough Administrator, or his or her designee, shall give 10 days' notice of a hearing to all concerned parties.
  - (5) To request inspections of rental property by the Department of Code Enforcement and to receive written reports from the inspectors of these inspections.
  - (6) To issue subpoenas for the attendance of witnesses or concerned parties and for the protection of records. The failure to attend when a subpoena has been issued or the failure to produce records when so demanded shall constitute a violation of this Chapter and shall be subject to the penalties described in § 321-30, violations and penalties.

**§ 321- 20. Protection of tenant from retaliation.**

No landlord nor anyone acting on his/her behalf shall use any tactic of harassment, coercion or threat or bring any action of reprisal against any tenant or group of tenants. No landlord shall engage in any course of conduct, the object of which is to retaliate against a tenant who exercises any rights conferred to him by this Chapter. The Borough Administrator or designee does not have the jurisdiction to accept or make any determinations on any retaliation complaints. Any tenant subject to retaliation may file an action in the Municipal or State Court.

**§ 321- 21. Protection of senior citizens and disabled persons in connection with condominium conversions.**

A. Administrative agency.

- (1) The Borough Administrator, or his or her designee, is hereby designated as the Administrative Agent of the Borough for purposes of Senior Citizens and Disabled



Protected Tenancy Act and shall coordinate enforcement of the Act with the Rent Control Board as provided for in Section 19.D(5) hereinabove.

- (2) The Borough Administrator, or his or her designee, shall perform all duties required of the Administrative Agent by the Senior Citizens and Disabled Protected Tenancy Act, and any amendments and supplements thereto.

B. Fees.

- (1) At the time the owner of any building or structure, who seeks to convert any premises subject to the provisions of the Senior Citizens and Disabled Protected Tenancy Act, provides notification to the Borough Administrator, or his or her designee, of his intention to file an application for registration of conversion with the Department of Community Affairs, as required by Section 6 of the Senior Citizens and Disabled Protected Tenancy Act, the owner shall pay a fee of \$20 for each dwelling unit, and an additional fee of \$10 for each tenant in excess of one residing in a single dwelling unit, to the Borough Administrator, or his or her designee. No action shall be taken by the Borough Administrator, or his or her designee, pursuant to the terms of the Act until the required fees are paid in full.
- (2) In the event any tenant, determined to be ineligible for protected tenancy status, brings an action in a court of competent jurisdiction to challenge the determination of ineligibility, and names as a party defendant the Borough or any of its officers, agents or employees, or the Borough Administrator, or his or her designee, the owner seeking the conversion shall pay an additional fee in the amount to cover the cost of defending such an action.

ARTICLE VII  
**Compliance with Rent Limits**

**§ 32122 Introduction.**

A tenant or group of tenants may apply to the Borough Administrator, or his or her designee, for a reduction in the amount of rent charged by the landlord when the rent exceeds that permitted by this Chapter.

**§ 32123 Application.**

The tenant or tenants shall bring a complaint to the attention of the Borough Administrator, or his or her designee. The application shall include both components of the current rent and the rent previously charged.

**§ 321-24 Notice.**

The tenant or tenants shall provide a copy of the application to the landlord at the time of the application.

**§ 321-25 Decision.**

Prior to making a decision, the Borough Administrator, or his or her designee, shall obtain from the landlord information about rents charged and any other pertinent information, in order to determine compliance with this Chapter. The Borough Administrator, or his or her designee, shall make findings of fact based on the evidence presented and shall determine on the basis thereof the rent to be permitted under the terms of this Chapter. The decision and findings of fact shall be in writing.

The Rent Control Board shall hear landlord appeals to the decision of the Borough Administrator, or his or her designee.

**§ 321-26 Compliance.**

- A. If the Borough Administrator, or his or her designee, finds that the landlord has been charging rent in excess of the rent permitted by this Chapter, then he shall order him to return to the tenant any excess rent paid during the period commencing six months prior to the filing of the written complaint.
- B. In rendering a decision requiring a landlord to make a refund, the Borough Administrator, or his or her designee, also may order the payment of interest if required in the interest of justice. Interest, if ordered, shall be computed at the rate allowed on judgments pursuant to New Jersey Court Rules from the date the landlord received each excess rent payment.

**ARTICLE VIII  
Hardship and Fair Rate of Return Increases**

**§ 321-27 Introduction.**

The Borough Administrator, or his or her designee, is hereby designated to accept all hardship applications filed by a landlord as set forth under this article. A landlord who is unable to meet his mortgage payments, expenses and maintenance costs or is operating at a loss shall be entitled to apply for a hardship increase to the Borough Administrator, or his or her designee. The the Borough Administrator, or his or her designee, shall supply forms for this purpose and require the landlord to notify the tenants of the pendency of this hardship increase application.

**§ 321-28 Notice.**

At the time of application, the landlord shall notify each tenant in writing by certified mail or personal service, post a copy of the application in each building affected, and supply the Borough Administrator, or his or her designee with three copies.

**§ 321-29 Fees.**

The applicant shall, at the time of filing an application under this article, enclose with the application the fee determined by the following schedule. The fee shall be payable to the Borough of Highland Park:

Basic fee for all applications           \$50

Additional fee for each unit           \$25

**§ 32130 Determination criteria.**

The Rent Control Board shall make the determination for all hardship applications.

- A.** In determining any hardship application, the Rent Control Board shall consider financial factors which are to be submitted by the landlord. The landlord shall submit a Profit and Loss Statement reflecting information for three (3) years prior to the year of the application. A landlord seeking an increase in rent shall provide a minimum of financial factors as indicated on a standardized form provided by the Borough Clerk as well as any other information pertinent as required under this Chapter.
  
- B.** The services of a financial consultant shall be provided for to assist the Rent Control Board in evaluating complicated accounting information. The financial consulting fees shall be funded through an escrow account required of landlords making hardship appeals. The escrow shall be no more than \$500 for a landlord of more than 100 rental units and \$250 for landlords of less than 50 units. Any of the escrow funds not required for consulting fees shall be refunded to the landlord at the end of the rent control board's consideration of the hardship increase request.
  
- C.** Hardship appeals will be based on a Fair Rate of Return formula which allows, with just cause, for the maintenance of a Dollar Net Operating Income (NOI) with a cost-of-living increase on that portion of the NOI which is the profit. Only valid cause for the loss of return of NOI shall be permitted as the basis for a hardship application hereunder.
  
- D.** The landlord shall be required to send by certified mail or hand deliver to each tenant affected by the application, at least ten (10) days prior to the date scheduled for the hearing before the rent control board on the hardship application. In addition, the landlord shall publish notice of the hardship hearing one time at least ten (10) days prior to the hearing in a newspaper of general circulation within the Borough. Following the Rent Control Board's decision, the landlord by certified mail or hand delivery shall advise each of the tenants as to the outcome of the hardship increase hearing within ten (10) days of the date of the Rent Control Board's determination. Additionally, the landlord shall publish notice of the Rent Control Board's decision in a newspaper of general circulation within the Borough within ten (10) days of the Rent Control Board's determination. The Rent Control Board shall make a decision on any application within forty-five (45) days from the conclusion of the Board's hearing of the application.

**E.** In applying the NOI determination referenced hereinabove, the Rent Control Board shall consider: (1) The additional debt requirements attributable to necessary refinancing will be permitted only at the expiration of the original term of the landlord's mortgage and if the Rent Control Board determines that the mortgage payments result from refinancing terms which are commercially reasonable under the circumstances. (2) In determining the NOI, applying the cost of refinancing of the original mortgage, the Rent Control Board shall not consider the refinancing of junior mortgages. (3) In a circumstance where a new apartment owner is in a negative cash flow position, the criteria to be used by the Rent Control Board is whether the mortgage payments resulted from a capitalization debt-equity ratio that is commercially reasonable and is reasonably related to the acquisition of the apartment for rental purposes.

**§ 321-31 Hardship applications, eligibility.**

In determining whether a landlord is entitled to a hardship increase, the Borough Administrator, or his or her designee, shall consider the landlord's ability to meet expenses and a fair and reasonable return on his/her property. A landlord shall be eligible for consideration for a hardship increase if:

- A. He/she has been the owner of the building for a twelve-month period preceding the filing of such application. Certified public accountants' records must be submitted with said application, and the Board may consider all reasonable factors as to the prudence of said investment in determining whether or not a hardship shall be granted;
- B. He/she can demonstrate that the building is in substantial compliance with all relevant property and maintenance provisions in this chapter;
- C. The following factors shall be considered in determining the fairness and reasonableness of the landlord's rate of return:
  - (1) Taxes;
  - (2) Costs of efficient maintenance and operation of the property;
  - (3) The kind, quality, quantity and efficiency off the services being rendered;
  - (4) The number and frequency of prior hardship and capital improvement increases for the building
  - (5) The reasonableness of expenses incurred by the landlord expended for capital improvements.
  - (6) Present tax and tax appeal status; and
  - (7) Discretion of hearing officers may be considered.

**§ 321-32 Hearings.**

Upon scheduling of hearings, the Borough Administrator, or his or he designee, shall give notice of the same to each affected tenant, five days prior thereto. All documentation submitted shall be open to inspection by affected tenants or their legal representatives. Any such notice delivered to the tenant shall include a statement that all such documentation is available for inspection at the office of the Borough Clerk. Requests for the appearance of any real estate appraiser, either by the landlord or the affected tenant, shall be made, in writing, two days prior to the hearing date to the Borough Administrator, or his or her designee and the parties. Failure to request the presence of said appraiser shall be deemed to have waived the right of his cross-examination by the party.

**ARTICLE IX  
Capital Improvement Surcharge**

**§ 321-33 Application.**

A landlord may file an application for a surcharge to cover the cost of a planned major capital improvement to a multiple dwelling as defined in Section 321-1 hereinabove. The landlord's application shall include the total cost of the capital improvement; the number of years of useful life of the capital improvement as claimed by the landlord for depreciation for income tax purposes; and the amount of the surcharge sought from the tenant. The Rent Control Board may grant a surcharge only if it finds that the major capital improvement benefits the tenant. The Board may approve the planned major capital improvement; however, the landlord may not implement the surcharge until the landlord submits verification of completion of work and payment (in the form of a detailed invoice and paid bill or cancelled check) and the Rent Control Board provides final approval.

**§ 321-34 Notification.**

The landlord must give each tenant proposed to be affected by a capital improvement surcharge written notice of the application for surcharge at least 30 days prior to the hearing date of the application.

**§ 321-35 Calculation of capital improvement surcharge and time period.**

In calculating the capital improvement surcharge, the cost of the capital improvement shall be divided by the total square feet of the dwelling to determine the capital improvement surcharge per square foot, if applicable. The tenant shall not be liable for any capital improvement surcharge exceeding the surcharge increase per square foot multiplied by the total square feet occupied by the tenant, if applicable. Where per apartment costs are known, they should be used as a basis for apportioning the surcharge.

Only the initial investment and financing costs are eligible for the Capital Improvement Surcharge. Repairs and replacements are to be absorbed by the landlord as operating expenses and are not eligible for the Capital Improvement Surcharge.

The capital improvement surcharge applicable to each tenant shall not exceed 10% of his base rent, unless such improvement is mandated by local ordinance or state law and, shall be payable in up to 36 monthly installments.

The Capital Improvement Surcharge shall become effective no sooner than the renewal date of the next lease and no time during a pending or current lease.

**§ 321-36 Exclusion from rental income.**

Any capital improvement surcharge, as provided herein, shall not be considered rent for the purposes of computing the annual cost-of-living rent increases.

ARTICLE X  
**Services and Furnishings**

**§ 321-37 Maintenance of service and furnishings by landlord.**

Every landlord shall maintain at least the same standards of service, utilities and maintenance and shall provide at least the same furniture, furnishings and equipment in each apartment as the landlord provided or was required by municipal, state or other law/regulation or lease at the date the tenancy commenced.

**§ 321-38 Reduction of rent for deficient service.**

An individual tenant or class of tenants who are not receiving substantially the same standards of service, maintenance, furniture, furnishings or equipment as specified in § 321-27 hereof may apply to have the Borough Administrator, or his or her designee, determine the reasonable rental value of the housing unit or dwelling in view of this deficiency. Such deficiency may be found and determined by the Borough Administrator, or his or her designee, only after service upon the landlord of a copy of the tenant's or tenants' application and at least 10 days' notice of the hearing. The tenant or class of tenants shall pay the reasonable rental value as full payment for rent until the landlord proves that the deficiency has been corrected.

ARTICLE XI  
**Miscellaneous Provisions**

**§ 321-39. Non-Waiver Clause:** No landlord shall include a statement in any rental agreement or allow a tenant to orally agree that the rental unit intended to be occupied by the tenant shall not be subject to this Chapter nor shall any tenant be able to waive the applicability of the terms and conditions of this Chapter.

**§ 321-40 Violations and penalties.**

- A. Except where another specific penalty is provided in this Chapter, any person who violates any provision of this Chapter shall, upon conviction thereof, be

subject to the penalty established in Chapter 1, General Provision, Article III, General Penalty.

B. Any and all such fines shall be payable to the Borough of Highland Park.

**§ 321-41 Construal of provisions.**

This chapter, being instituted for the welfare of the Borough and its inhabitants, shall be liberally interpreted in accordance with its purposes.

**§ 321-42 Title.**

This Chapter shall be known as and may be cited as “The Rent Control Ordinance.”

**Section 2. Severability.**

If any section of the Chapter or any subsection, sentence, clause or phrase of this Ordinance, for any reason, are declared by a court of competent jurisdiction declares any portion of this Chapter to be invalid, such decision shall not affect the validity of this Chapter as a whole, or any part thereof, other than the part so declared.

**Section 3. Effective Date.**

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

Adopted: December 20, 2022

Approved: December 20, 2022

Attest: \_\_\_\_\_  
Jennifer Santiago, Municipal Clerk

\_\_\_\_\_  
Gayle Brill-Mittler, Mayor

**PUBLIC NOTICE** is hereby given that the foregoing proposed Ordinance was Introduced and Passed on First Reading by Title on December 6, 2022.

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-282**

**RESOLUTION TO EXECUTE MEMORANDUM OF  
UNDERSTANDING WITH MIDDLESEX COUNTY OFFICE  
OF EMERGENCY MANAGEMENT FOR CALENDAR YEAR 2023**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are hereby authorized and directed to execute the Memorandum of Understanding between the Borough of Highland Park Office of Emergency Management and Middlesex County Office of Emergency Management, Department of Public Safety and Health for utilization of specialized equipment for a period expiring December 31, 2022 attached to the original of this resolution.

ADOPTED: December 20, 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 20<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



**MEMORANDUM OF UNDERSTANDING (MOU)**

**by and between the**

**THE COUNTY OF MIDDLESEX COUNTY**

**and the**

**BOROUGH OF HIGHLAND PARK**

---

**<Municipality/Entity Name>**

**for use of**

**SPECIALIZED EQUIPMENT**

**owned and maintained by the Middlesex County Prosecutor’s Office or the County Office of Emergency Management that fall under the Umbrella of the Middlesex Department of Public Safety and Health (“hereinafter the Middlesex Department of Public Safety and Health”) for the duration of the 2023 calendar year**

**PREAMBLE**

WHEREAS the County of Middlesex Department of Public Safety and Health is interested in supporting municipalities and government entities within the County of Middlesex in their efforts to serve, protect, and provide for the safety and welfare of its citizens and visitors by ensuring that said municipalities and government entities have access to state-of-the-art equipment owned by and in the possession of the County of Middlesex Department of Public Safety and Health; and

WHEREAS specialized equipment has been purchased for and by the County of Middlesex with funding derived from its Federal, State, County and local partners that will support our collective efforts to provide for the safety and welfare of its citizens and visitors; and

WHEREAS the Middlesex County Department of Public Safety and Health concurs that the strategic deployment of specialized equipment based upon need and risk assessment is a significant step in reaching the goal of providing for the safety and welfare of the citizens of Middlesex County; and

WHEREAS the Director of the Middlesex County Department of Public Safety and Health, with the approval and/or consensus of the respective County officials to which the specialized equipment is assigned, reserves the right to approve the loaning of said specialized equipment to a specific municipality or entity that enters into this MOU, as well as the right to re-direct the assignment of specialized

equipment previously committed for use by one municipality or entity for a particular event to a different municipality or entity based upon need and risk assessment; and

WHEREAS any municipality or entity that wishes to be considered to have this specialized equipment made available for use within their respective jurisdictional area, hereinafter referred to as “participating municipality or entity”, is hereby required to execute and comply with all aspects of this MOU.

NOW, THEREFORE, BE IT RESOLVED that the parties of this MOU agree that the PREAMBLE above is included herein and shall have full force and binding effect and that the specialized equipment will be made available for use on as as-needed, priority basis, as determined solely by the Middlesex Department of Public Safety and Health, subject to the following provisions:

A. **EQUIPMENT AND TRAINING**

1. Specialized equipment shall, at the discretion of the Director of Public Safety and Health, with the approval of the County agency that has management control over said equipment, be made available for use exclusively by participating municipality or entity. Criteria for receiving the designation as a participating municipality or entity includes, but is not limited to, execution of this MOU, requisite training, and the provision of all requisite documentation and insurance information prior to the equipment being loaned to said agencies.
2. Unless otherwise agreed to by the designated County official, specialized equipment shall be operated and utilized solely by authorized personnel employed by the participating municipality or entity and may not be loaned out to or given to another municipality or entity without the express authorization of the designated County official. Said personnel must successfully complete the established training requirements for the use/operation of said equipment. The training shall be administered by a designated staff member of the County of Middlesex.
3. The participating municipality or entity assume full responsibility for the security, proper care, and maintenance of said equipment while it is in their possession. To the extent that the intended use of the specialized equipment is anticipated to cause more than normal wear and tear such that there will be a material decrease in the anticipated useful life of the specialized equipment, the County of Middlesex reserves the right to impose a reasonable fee upon the participating municipality or entity for the use of said equipment. The participating municipality or entity agrees to return the equipment to the designated County official

immediately upon conclusion of the event or by the agreed upon date, whichever is earlier. Additionally, the County of Middlesex also reserves the right to impose a late fee in case specialized equipment that is in high demand by other law enforcement agencies is not returned prior to the agreed upon date of return (as set forth in B. (3) below), and the County of Middlesex has not agreed to any extensions of time. The amount of the late fee shall be agreed to prior to the release of said equipment by the County to the participating municipality or entity.

**B. DEPLOYMENT**

1. Specialized equipment will be stored at a designated County facility and will be made available to participating municipality or entity for use on an “as-needed, priority basis”, subject to availability and requisite approval.
2. The participating municipality or entity hereby agrees to properly store and provide the requisite security of the specialized equipment while it is in their possession, and to take reasonable steps to prevent damage to same.
3. The participating municipality or entity hereby agrees to provide individual formal written requests to the Middlesex County Director of Public Safety and Health for each event in which the use of specialized equipment is sought. The request shall contain a detailed explanation describing the equipment being requested, the event in which it is to be employed, the reason it is needed, and the intended duration (dates/times) that it will be needed.
4. The participating municipality or entity hereby agrees to provide proof of insurance via a Certificate of Insurance with either each request submitted, or for a calendar year if the Certificate of Insurance is applicable to the type of equipment the agency is seeking to utilize. The participating municipality or entity shall always carry and maintain during the period of use the following insurance coverage with an insurance company or companies acceptable to the County, with limits not less than those shown below. A Certificate of Insurance shall be filed with the County prior to commencement of use.
  - a. Commercial General Liability (CGL): Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$1,000,000 per occurrence/\$2,000,000 aggregate. The County of Middlesex, its officers, officials, employees, and volunteers shall be included as an additional insured.
  - b. Automobile Liability: Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.

- c. Workers Compensation: As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d. Property Insurance (equipment): Coverage insuring against all risk of loss to real or personal property of County while in User's care, custody, and control with limits not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

#### Additional Insurance Provisions

- Any combination of primary and umbrella/ excess may be used to satisfy the Limits.
  - Primary Coverage: The Certificate of Insurance should indicate that all insurance coverage's will be provided on a primary, non-contributory basis as respects to the County of Middlesex, its officers, officials, employees, and volunteers for all coverages except Workers Compensation.
  - Notice of Cancellation: Each Insurance Policy required above shall provide that coverage shall not be cancelled, except with notice to the Entity, which in this case is the Middlesex Department of Public Safety and Health.
  - Special Risks: The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
5. The participating municipality or entity is responsible for conducting a visual and operational inspection of the specialized equipment at the time of the pickup. The participating municipality or entity agrees to document/report any damage or non-operational equipment directly to the designated County representative prior to taking custody of said equipment.
  6. The participating municipality or entity hereby agrees to report directly to the designated County representative any damage incurred to the specialized equipment, as well as non-functional equipment, while said equipment was in their custody and control.
  7. The participating municipality or entity hereby agrees to immediately report any non-functioning or malfunctioning components of the specialized equipment directly to the designee of the County of Middlesex.
  8. The participating municipality or entity hereby agrees to assume responsibility for reimbursing the County for the full costs for the repairs for any damages that occur to the specialized equipment while said equipment is in their custody, or that was not reported at the time of pickup. This clause will be waived if it is determined by the designated County

representative that the damage/equipment failure was not the fault of the participating municipality or entity or its personnel.

9. The participating municipality or entity hereby agrees to return specialized equipment that is equipped with a fuel tank with a full tank of fuel. In the event the participating municipality or entity fails to do so, the participating municipality or entity shall be required to reimburse the County for cost of the fuel to fill the tank (at the rate per gallon in which the County pays for fuel) as well as an additional service fee of \$25.00.
10. While the County will typically transport the specialized equipment, in the event that County personnel are unavailable or unable to do so, the participating municipality or entity hereby agrees to provide the proper means to transport the specialized equipment to and from the designated County storage facility.
11. The participating municipality or entity hereby agrees to confer with the OEM Police Bureau personnel concerning deployment of any specialized equipment during events that are deemed confidential, sensitive, high-profile, or controversial in nature.

**C. INDEMNIFICATION**

To the fullest extent permitted by law, the participating municipality or entity shall save, protect, indemnify, and save harmless the County of Middlesex, County Prosecutor, their elected officials, officers, and employees from any and all injuries to persons, deaths or damages to property or claims for injuries to persons, death or damages to property arising out of the participating municipality or entity's use of the specialized equipment including when the active or passive negligence of the County is alleged or proven.

**D. SUPERSEDE**

This *MOU* supersedes any prior executed *MOUs* in respect to specialized equipment

**E. COUNTERPARTS**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This MOU shall become effective as to each participating municipality or entity upon the execution of the agreement by that participating municipality or entity and upon receipt of the requisite proof of insurance.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this *MOU* to be executed by its proper officers and have their proper corporate seal affixed, the day and year first written above.

**COUNTY OF MIDDLESEX**

**COUNTY OF MIDDLESEX**

\_\_\_\_\_  
JOSEPH KRISZA  
Director of the Middlesex County  
Department of Public Safety & Health (signature)

\_\_\_\_\_  
RONALD G. RIOS  
Director of the Board of County Commissioners  
(signature)

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board of County Commissioners

\_\_\_\_\_  
Date

**REQUESTING ENTITY:** \_\_\_\_\_

\_\_\_\_\_  
OEM Coordinator  
**H. James Polos**

\_\_\_\_\_  
Mayor/Governing Body Official (printed name)  
**Gayle Brill Mittler, Mayor**

\_\_\_\_\_  
Chief of Police  
**Richard Abrams**

**ATTEST:**

\_\_\_\_\_  
Clerk \_\_\_\_\_

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
County Counsel or designee (signature)

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-283**

**RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION**

**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 basis, there have been the following changes, to wit:

Jennifer Adams, Part-time Public Safety Telecommunicator, at \$22.90 per hour, effective 12/26/2022

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

ADOPTED: December 20, 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 20<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-284**

**RESOLUTION TO AUTHORIZE PURCHASE OF RECYCLING TOTERS FROM  
SANITATION EQUIPMENT CORPORATION**

**WHEREAS**, the Borough Council of the Borough of Highland Park has determined that there is a need for 95 gallon recycling toters for the business district on Raritan Avenue; and

**WHEREAS**, the Highland Park Department of Public Works has estimated a need for 301 toters for this purpose; and

**WHEREAS**, quotes for said purchase were received from the following vendors:

<u>NAME</u>	<u>PRICE</u>
Sanitation Equipment Corporation	\$21,010.00
IPL	\$27,247.10
Global Industrial	no response

**WHEREAS**, the Highland Park Superintendent of Public Works recommends the purchase and delivery of 301, 95 gallon toters from Sanitation Equipment Corporation at an amount not to exceed \$21,010.00; and

**WHEREAS**, funds are available for this purpose in Capital Account No. C-04-55-808-004 in the amount not to exceed \$21,010.00, as reflected by the certification of funds available by the Chief Financial Officer, no. 2022-41.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Superintendent of Public Works and Public Utilities is hereby authorized and directed to purchase 301 95 gallon toters from Sanitation Equipment Corporation, 80 Furler Street, Totowa, NJ 07512.

**BE IT FURTHER RESOLVED** that copies of this resolution be forwarded to the Superintendent of Public Works and Public Utilities and the Finance Department.

ADOPTED: December 20, 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 20<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



# SANITATION EQUIPMENT CORPORATION

## Estimate

**80 FURLER STREET**

**TOTOWA, NJ 07512**

Phone- (973) 837-8915

Fax - (973) 837-8919

DATE	ESTIMATE #
11/1/2022	10012

<b>CUSTOMER INFORMATION</b>
BOROUGH OF HIGHLAND PARK PURCHASING DEPARTMENT 444 VALENTINE STREET HIGHLAND PARK, NJ 08904

P.O. #	TERMS
	<b>NET 30</b>

ITEM	DESCRIPTION	QUANTITY	COST	Total
95 GAL- CART+	USD95B GALLON BAR CART WITH 12" PLASTIC WHEELS - BLUE BODY AND LID - HOT STAMP ON FILE BODY: BLUE LID: BLUE	301	62.00	18,662.00
FREIGHT - CUS...	ESTIMATED FREIGHT - ACTUAL FREIGHT CHARGES WILL BE APPLIED ONCE INVOICED  PLEASE SIGN AND RETURN TO PLACE ORDER  PLEASE E-MAIL MIKE mwieczorkiewicz@hpboro.com	1	2,348.00	2,348.00

This is an estimate only, not a contract for service. This estimate is for completing the job as described above. It's based on our evaluation and does not include material price increase or additional labor and materials, which may require should unforeseen problems arise after the work has started. There is a \$50.00 estimate charge for all work not completed. Signing estimate is a guarantee of payment and approval of job. 20% restocking charge for all returned parts or special order parts for signed estimates as per pricing on estimate. 4% PROCESSING FEE FOR ALL CREDIT CARD PURCHASES. PRICE IS FIRM FOR 30 DAYS.

<b>Subtotal</b>	\$21,010.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	<b>\$21,010.00</b>

SIGN: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**BOROUGH OF HIGHLAND PARK  
RESOLUTION 12-22-285**

**RESOLUTION IN SUPPORT OF LGBTQ+ RESIDENTS**

**WHEREAS**, violence against people whose gender identity or expression differs from the perceived norm is tragically becoming a common occurrence on the national scene. In the last two years alone, there have been reported violent incidents in Costa Mesa, CA; Philadelphia, PA; Basin, Montana; Eugene, Oregon; Bushwick, Brooklyn; Tampa, FL; New York City; Fort Lauderdale, FL; Defiance, Ohio; Decatur, Illinois, Burlington, VT; and Camden, Ohio; and

**WHEREAS**, as the New York Times reported on December 3<sup>rd</sup>, “In the last two years, state legislatures nationwide have introduced hundreds of bills targeting transgender people and drag performances, according to LGBTQ+ advocacy groups. Conservative political and media figures have accused LGBTQ people of ‘grooming’ children, a homophobic trope that conflate homosexuality with pedophilia.”; and

**WHEREAS** The Asbury Park Press reported, on December 6<sup>th</sup>, “The Human Rights Campaign Foundation, in partnership with the Equality Foundation, released its [11th annual Municipal Equality Index](#) on Nov. 30, scoring LGBTQ+ equality in municipal policies, laws and services in 506 American cities, including a dozen in New Jersey. The average New Jersey score was 86 out of 100 possible points, well ahead of the national average of 68. “; and

**WHEREAS** The Borough of Highland Park treasures the diversity of its residents and seeks to accentuate the trends in New Jersey noted in the Human Rights Campaign Foundation and Equality Foundation’s recent report; and

**WHEREAS**, Mayor Gayle Brill Mittler stated in her report to Council, on December 6<sup>th</sup>; “‘Hate has no home here’ is not merely an idealistic meme in Highland Park. It’s a guiding principle and a firm commitment” and noted efforts by the Highland Park Police Department, the Human Relations Commission, the Highland Park Public Schools, and the Mayor and Council to foster greater acceptance of diversity and to deter any acts of intolerance; and

**WHEREAS** the residents of Highland Park take pride in the presence of The Pride Center of New Jersey in our town and that our Borough is seen as a welcoming haven to members of the LGBTQ+ community.

**NOW, THEREFORE, BE IT RESOLVED** that the Borough Council of Highland Park dedicates itself to ensuring the safety, security, acceptance, and freedoms of all members of the LGBTQ+ community in our community and welcomes their participation in all areas of public life.

**BE IT FURTHER RESOLVED** The Borough Council of Highland Park seeks to hold programs and activities that foster greater understanding and integration of LGBTQ+ people into the community and directs the Human Relations Commission to pursue the creation of such activities, in cooperation with The Pride Center of New Jersey.

ADOPTED: December 20, 2022

ATTEST:

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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 20<sup>th</sup> day of December 2022.

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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. 12-22-286**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH  
ETM ASSOCIATES, LLC FOR LANDSCAPE ARCHITECTURAL SERVICES RELATED TO  
THE PREPARATION OF A FEASIBILITY STUDY AND CONCEPT PLAN FOR THE  
RARITAN RIVER TRAIL CONNECTOR**

**WHEREAS**, the Borough of Highland Park received a grant in the amount of \$250,000 from the State of New Jersey for a feasibility study of a bicycle and pedestrian River Trail that would connect Donaldson and Johnson Parks along the Raritan River; and

**WHEREAS**, the Borough issued a request for proposals from qualified firms and received responses from Arterial LLC, CME Associates, ETM Associates LLC and Suburban Consulting Engineers; 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**, the Borough’s proposal review committee found that ETM Associates, whose offices are located in Highland Park, demonstrated the strongest understanding of the project area as well as offered a project schedule that best met the needs of the Borough while also providing adequate opportunity for public outreach and engagement; and

**WHEREAS**, the Borough Council of the Borough of Highland Park desires to award a contract to ETM Associates, LLC, whose proposal is attached, in an amount not to exceed \$100,000.00; and

**WHEREAS**, funds for this purpose are available in Grant Account No. G-02-41-757-200 in an amount not to exceed \$100,000.00 without further Council Authorization, as reflected by the Certification of Funds Available by Chief Financial Officer certification no. 2022-42.

**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 ETM Associates, LLC, 1202 Raritan Avenue, Highland Park, NJ 08904, 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: December 20, 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 20<sup>th</sup> day of December 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 20<sup>th</sup> day of December 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 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and ETM Associates, LLC, 1202 Raritan Avenue, Highland Park NJ 08904 (hereinafter referred to as "**COMPANY**").

**WITNESSETH:**

WHEREAS, the **BOROUGH** requires professional services doe Landscape Architectural Services related to the preparation of a feasibility Study and concept plan for the Raritan River Trail Connector within the Borough of Highland Park; 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 December 20, 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 October 25, 2022; the amount of said compensation shall not exceed **\$100,000** 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, as set forth in the proposal.

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 A*.

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:**

**ETM ASSOCIATES, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

Proposal for The

# HIGHLAND PARK RIVER TRAIL FEASIBILITY STUDY AND CONCEPT PLAN

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FEASIBILITY STUDY FOR THE DEVELOPMENT OF A PEDESTRIAN AND  
BICYCLE TRAIL TO CONNECT DONALDSON AND JOHNSON PARKS  
ALONG THE RARITAN RIVER

Prepared for The Borough of Highland Park  
October 25, 2022

**Submitted to:**  
Jennifer Santiago  
Borough Clerk  
221 So. 5th Avenue  
Highland Park, NJ 08904

**Submitted by:**

ETM Associates LLC  
1202 Raritan Avenue  
Highland Park, NJ  
08904-3643



**ETM ASSOCIATES, L.L.C.**

PUBLIC SPACE MANAGEMENT  
PUBLIC SPACE DESIGN  
PROJECT MANAGEMENT



Attn: Jennifer Santiago

**Re: Feasibility Study and Concept Plan for the Highland Park Raritan River Trail**

Dear Ms. Santiago

We are pleased to submit this proposal to prepare a Feasibility Study and Concept Plan for the Highland Park Raritan River Trail. Our team has thoroughly reviewed the RFP and understand what is expected for development of this project. Please accept this proposal as evidence of our interest and qualifications to develop and lead this effort. Our team has developed an appropriate scope for investigative, community engagement, and design work in this proposal. We have also prepared an outline of our proposed process and qualifications of our proposed professional team.

ETM Associates, L.L.C. (ETM) is well qualified to undertake this scope of work as outlined in the RFP. We have a significant list of successful public space design and implementation projects throughout the state of New Jersey. Most importantly, we have extensive experience with the design and management of linear public spaces of varying scales and complexities.

Our extensive public realm experience with community leaders and public agencies gives ETM a unique perspective with which to fashion implementable and successful design and planning projects. Unlike many other local firms, ETM offers a substantial, national catalog of strategic linear trail planning projects as part of our public space management work throughout the country. We have a long history of leading multidisciplinary teams on projects with a master planning focus.

Our office has successfully lead multi-disciplinary design projects for multiple properties including the Great Falls National Historic Park in Paterson, New Jersey. ETM Associates worked with the City of Paterson and the National Park Service on Mary Ellen Kramer Park and Overlook Park to create a pedestrian corridor within the City, linking the two parks.

ETM is currently working on several design projects throughout New Jersey including The Dirck Gulick House in Montgomery, New Jersey with the Van Harlingen Historical Society, a bioswale performance landscape development project with Princeton University, and most recently, the restoration of the Divident Hill Monument in Weequahic Park with Mills + Schnoering Architects. Several of our previous public space design and planning projects have been recognized by the New Jersey chapter of the America Society of Landscape Architects (NJASLA) – notably, Mary Ellen Kramer Park in Paterson (2017 NJASLA Site Design Award); Mercer Meadows in Mercer County (2016 NJASLA Environmental Enhancement Award); and Case-Dvoor Farm in Flemington (2016 NJASLA Landscape Planning and Analysis Award).

For this project, ETM is teaming with our civil engineering partners at Manterra to conduct environmental/site/civil evaluations and recommendations. French & Parrello Associates will also be providing structural and geotechnical engineering services. A comprehensive site survey will also be conducted by Schwerzler Land Surveying Inc. ETM has a strong working history of successful collaborations with our proposed team members.



At ETM, developing and maintaining strong working relationships with our peers and clients is a cornerstone of our company philosophy. Because we are not too large of a firm, we can provide a high level of office collaboration and involvement with all our clients on every project. Yet, we are also not so small that we are unable to successfully balance several projects at once, without compromising the quality of our services. Our team members are also aligned with this philosophy and our team is well poised to deliver quality professional services in a timely manner.

ETM brings the attention to quality, detail, and familiarity that only a local firm can offer. All members of our firm have extensive experience working in New Jersey and with New Jersey requirements and agencies. Our office in Highland Park is within a mile from the project site and we are well-poised to effectively work with the Borough on this project.

We are incredibly enthusiastic about this project and we want to see it succeed. This is our home town and we believe this project could transform the way the community travels and uses open space in Highland Park. We believe that our team possesses the qualifications, creativity, experience, and readiness to develop a successful and implementable plan. We are eager to "roll up our sleeves" and begin work.

Thank you for the opportunity to submit our proposal for this project. We would be honored to take part in the development of a Master Plan. We look forward to hearing from you soon. If you have any questions or need additional information, please feel free to contact me either by email, [tim@etmassociatesllc.com](mailto:tim@etmassociatesllc.com) or by phone at 732.572.6626, x1. You may also contact Dave Sitler by email at [dave@etmassociatesllc.com](mailto:dave@etmassociatesllc.com) or by phone at 732.572.6626, x2.

Regards,

A handwritten signature in black ink that reads "Timothy Marshall". The signature is written in a cursive, flowing style.

Timothy Marshall  
Principal  
ETM Associates, LLC



# TEAM QUALIFICATIONS



- ETM Associates LLC
- Manterra Design LLC
- French & Parrello Associates



## ETM ASSOCIATES, LLC

ETM Associates, L.L.C. (ETM) is a unique landscape architecture firm specializing in Public Space Design, Public Space Management, and Project Management.

Our multi-faceted design and public space management skills enable us to deliver a Feasibility Study and Concept Plan that is innovative, implementable, and developed with long-term success in mind.

### OUR PHILOSOPHY

With over 25 years of experience, our firm brings a wide range of professional, technical, and entrepreneurial expertise to all projects. We see design, implementation, and ongoing management as a continuum of related professional activities. This philosophy is rooted in a belief that successful public spaces are achieved through deliberate and careful planning – public spaces that thrive are those that rise above the commonplace in the quality of design, programming, facilities, and maintenance.

### OUR WORK AND EXPERIENCE

ETM's portfolio includes a range of project types and scales throughout all levels of design, with much of our design work being local to New Jersey and our planning and public space management work done throughout the country. Our extensive experience in the public realm with community leaders, public agencies, and private institutions gives ETM a unique perspective with which to fashion implementable and successful open space solutions. ETM has worked on numerous waterfront and pedestrian trail projects ranging from smaller community park projects through larger planning and operations analysis projects across the country. Many of our projects include a community engagement component and our team is well versed in hosting community meetings and presenting to community groups and government agencies. We have a good track record of gaining community support through careful project management and compelling design and management solutions.

Several previous public space design and planning projects in the state have won awards – notably, Mary Ellen Kramer Park in Paterson (2017 NJASLA\* Site Design Award); Mercer Meadows in Mercer County (2016 NJASLA Environmental Enhancement Award); and Case-Dvoor Farm in Flemington (2016 NJASLA Landscape Planning and Analysis Award). National award-winning projects include our work on the High Line in New York City (2017 NJASLA Landscape Planning and Analysis Award), our work on Discovery Green in Houston, Texas (2018 NJASLA Chapter Award), and VanPlay (2018 ASLA Communications Honor Award).

ETM brings our knowledge of design, operations, programming, and maintenance to all our work. We recognize that while most public spaces and park systems share similar issues such as budget constraints and general maintenance needs, each site or system has its own unique qualities, opportunities, and constraints. Therefore, ETM works closely with our clients to identify and target the specific issues associated with a site or system, taking into account funding, maintenance, operational capacities, and use into consideration. Several project sheets are included in the following pages to further highlight our experience.

### LOCATION & LEADERSHIP

ETM is led by Tim Marshall, a licensed New Jersey landscape architect and former Vice President of the Central Park Conservancy and Deputy Administrator of Central Park in New York City. We are conveniently located in Highland Park, enabling us to easily and readily visit the project area, and engage local residents, stakeholders, and the Borough.



**ETM ASSOCIATES, L.L.C.**

PROJECT MANAGEMENT  
PUBLIC SPACE MANAGEMENT  
PUBLIC SPACE DESIGN

## TIM MARSHALL, PLA, FASLA

PRINCIPAL



Timothy Marshall has extensive hands-on experience with park design, management and operations, with almost 40-years in the field. Mr. Marshall was formerly the Vice President for the Central Park Conservancy and Deputy Administrator of Central Park for 14 years with direct responsibility for the daily management of the Park. He oversaw more than \$250 million in design and construction projects and was responsible for the development and implementation of the zone-based management strategy currently employed in Central Park and numerous other parks nationally. With ETM, he provides creative problem solving for park management and operations, funding and public/private involvement. Mr. Marshall has been a registered Landscape Architect since 1989 and was elevated to the ASLA Council of Fellows in 2016.

### SELECTED PROJECTS

#### Large Scale/Campus/System-wide:

2019-Ongoing	Forest Park Natural Resource Management Plan; St. Louis, MO
2019-Ongoing	Overton Park; Memphis, TN
2018-Ongoing	Missouri Riverfront Revitalization; Omaha, NE & Council Bluffs, IA
2018-Ongoing	Oxnard Parks & Recreation Master Plan; Oxnard, CA
2014-Ongoing	Memorial Park; Houston, TX
2018	Greensboro Plan2Play: Parks & Recreation Master Plan; Greensboro, NC
2016-17	VanPlay; Vancouver, British Columbia, CA
2016-17	Bentonville Parks & Recreation Master Plan; Bentonville, AR
2016-17	SSPRD Master Plan; South Suburban District, CO
2014-16	Downtown Denver Master Plan; Denver, CO
2014-15	Port Masterplan; Chula Vista, TX
2012-16	Shelby Farms; Memphis, TN
2013-14	Colorado Springs Park System Master Plan; Colorado Springs, CO
2013-14	Houston Bayou Greenways; Houston, TX
2013-17	Houston Arboretum and Nature Center; Houston, TX
2011-15	The Gathering Place; Tulsa, OK
2010-11	San Diego Park Improvement Plan; San Diego, CA
2008-10	Citywide Public Space Maintenance; Hampton, VA
2008-10	Queen Elizabeth Olympic Park; London, UK
2008	Prospect Park; Brooklyn, NY

#### Notable Projects:

2016-Ongoing	Buckhead Park; Atlanta, GA
2014-Ongoing	Waller Creek Park District; Austin, TX
2013-Ongoing	Moncus Park (at the Horse Farm); Lafayette, LA
2016-17	Jones Plaza; Houston, TX
2014-17	Grand Junction; Westfield, IN
2014-16	Hemisfair Civic Park and Yanaguana Park; San Antonio, TX
2013	San Diego CAC Waterfront Park; San Diego, CA
2012-17	Republic Square Park; Austin, TX
2012-15	Hudson Yard East; New York, NY
2010-11	Myriad Botanical Gardens; Oklahoma City, OK
2010-12	Hudson Park and Boulevard Block 1-3; New York, NY
2008-12	Canal Park; Washington, DC

#### EDUCATION

1983  
Rutgers University  
BS of Landscape Architecture

#### PROFESSIONAL EXPERIENCE

1997 - present  
ETM Associates, LLC

1983 - 1997  
Central Park Conservancy

#### LICENSURE

NY, MD, NJ (AS00087200)

#### PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects, Fellow

City Parks Alliance, Board of Directors

Department of Landscape Architecture, Rutgers University, Co-Chair of Alumni Advisory Committee

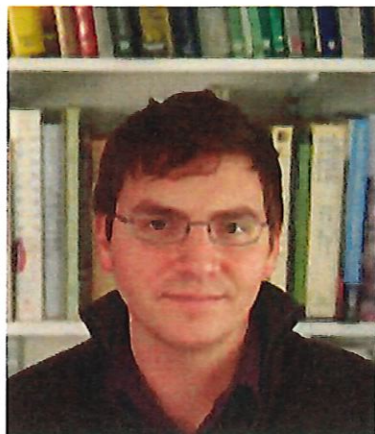


**ETM ASSOCIATES, L.L.C.**

PROJECT MANAGEMENT  
PUBLIC SPACE MANAGEMENT  
PUBLIC SPACE DESIGN

## DAVE SITLER

PROJECT MANAGER



Dave has been a project manager and designer with ETM Associates since 2008 and holds a bachelor's degree in Environmental Planning and Design from Rutgers University. His experience managing public space design and management projects of varying scopes provides Dave with a unique understanding of the dynamics involved in creating a successful landscape environment.

Dave has a passion for learning how things work and come together. His attention to detail and knowledge of construction, implementation, and management helps Dave approach projects with a holistic understanding. While at ETM, Dave has carefully integrated ecology and historical character with contemporary use and design on several master plan and design projects. He also has overseen several public space management projects, which require in-depth study and creative thinking to identify and resolve potential issues and effectively design, manage, and maintain these public spaces.

### EDUCATION

2008  
Rutgers University  
BS of Environmental Planning and Design, Landscape Architecture concentration

### PROFESSIONAL EXPERIENCE

2008 - present  
ETM Associates, LLC

2007  
Back to Nature, Ecological Design and Development

### HIGHLIGHTED PROJECTS

#### **Mercer Meadows**

*Hopewell, NJ - Led and managed a team of sub-consultants to create a master plan and implement priority projects for the park to improve access, identity, and use from concept design through construction administration. Features included signage, custom structures, play area, and off-leash dog park. (2013)*

#### **Overlook Park**

*Paterson, NJ - Oversaw a team of sub-consultants from schematic design through construction administration to develop a design that addresses the site's unique challenges (significant grade changes, soil contamination, aging infrastructure), improves site access, and add programmable space. (2016 - 2019)*

### ADDITIONAL PROJECTS

#### **Public Space Design:**

2022-Ongoing Lincoln School, Newark, NJ  
2021-Ongoing Weeqhahic Park, Newark, NJ  
2020-2021 Dirck Gulick House, Belle Mead, NJ  
2017-Ongoing Dey Mansion; Totowa, NJ  
2017-Ongoing Willow Hall; Morristown, NJ  
2015-Ongoing Ephrata Tract; Nazareth, PA  
2014-2018 Gateway Park; Camden, NJ  
2012-16 Mary Ellen Kramer Park; Paterson, NJ

#### **Public Space Management:**

2018-Ongoing East Midtown Greenway; New York, NY  
2016-17 Texas Medical Center 3; Houston, TX  
2018-Ongoing Waterfront Seattle; Seattle, WA  
2021-Ongoing Hellinikon Park, Athens Greece  
2013-17 Houston Arboretum and Nature Center; Houston, TX  
2013-16 Shelby Farms - Heart of Park; Memphis, TN  
2013-14 Houston Bayou Greenways 2020; Houston, TX



**ETM ASSOCIATES, L.L.C.**

PROJECT MANAGEMENT  
PUBLIC SPACE MANAGEMENT  
PUBLIC SPACE DESIGN

## THERESA HYSLOP

LANDSCAPE DESIGNER



Theresa joined the ETM team in 2015 after graduating with a Bachelor of Science in Landscape Architecture from Rutgers University and completing an undergraduate thesis on how the campus could be fully utilized for teaching and research as a living laboratory.

Theresa brings her experience in research, design, and analysis to her projects at ETM. Her attention to detail and drive to understand the key challenges and opportunities for a site helps clients to develop successful projects, no matter the location or scale. She is interested in how the various "systems" of a site work together, from ecology and materials to programming and maintenance. Her recent projects have included community and urban parks and plazas, programming studies, and master plans. Theresa is a member of ASLA and currently serves on the New Jersey chapter's Annual Meeting Planning Committee.

### EDUCATION

2015  
Rutgers University  
BS of Landscape Architecture

### PROFESSIONAL EXPERIENCE

2015 - present  
ETM Associates, LLC

### PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects, New Jersey Chapter, Annual Meeting Committee

### HIGHLIGHTED PROJECTS

#### Gateway Park

*Camden, NJ - Green space along the Cooper River poised to become an "urban ecological park." Based on community workshops, ETM developed and refined a schematic design and identified six priority projects for the park that addressed ecology, education, recreation, and safety and access enhancements. Recently completed an update to address site remediation work updates. (2014 - 2018)*

### ADDITIONAL PROJECTS

#### Public Space Design:

2017-Ongoing Dey Mansion; Totowa, NJ  
2017-Ongoing Willow Hall; Morristown, NJ

#### Public Space Management:

2017-Ongoing Grand River Corridor; Grand Rapids, MI  
2016-Ongoing Presidio Tunnel Tops; San Francisco, CA  
2018 Rogell Park; Detroit, MI  
2017 The Underline; Miami, FL  
2016-17 Jones Plaza; Houston, TX  
2016-17 Mount Vernon Place; Baltimore, MD  
2015-16 McMillan Slow Sand Filtration Site; Washington, D.C.

#### Planning:

2018-Ongoing Oxnard Parks and Recreation Master Plan; Oxnard, CA  
2016-Ongoing VanPlay (Vancouver Parks Master Plan); Vancouver, ON  
2016-17 Bentonville Parks and Recreation Master Plan; Bentonville, AR  
2016-17 South Suburban Park & Recreation District Master & Strategic Plans; CO  
2015-16 The Outdoor Downtown; Denver, CO  
2015-16 Long Center Master Plan; Austin, TX

# GATEWAY PARK



• **PROJECT INFORMATION**

LOCATION: Camden, NJ  
 DATE: 2014-Present  
 CLIENT: New Jersey Conservation Foundation (NJCF)  
 Camden County Municipal Utilities Authority (CCMUA)

• **PROJECT TEAM**

CURE: The Center for Urban Restoration Ecology  
 Engineering & Land Planning Associates Inc.

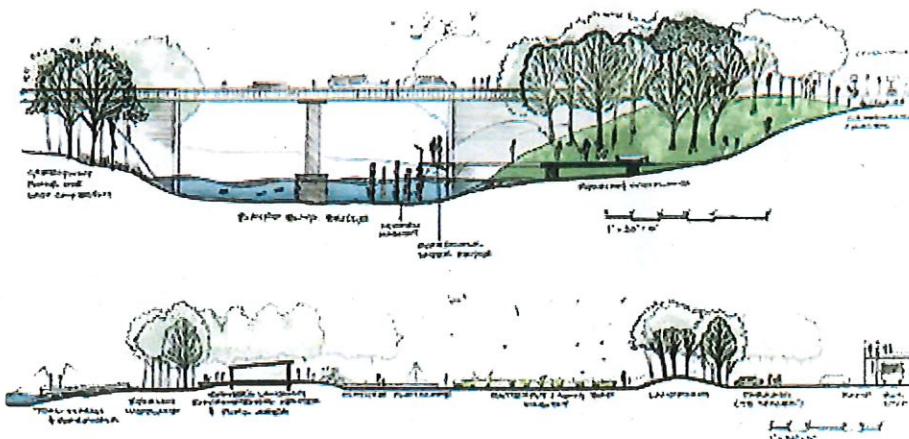
• **SERVICES**

Landscape Design  
 Pedestrian Access/Safety  
 Signage and Branding  
 Ecological Restoration

Gateway Park is a small urban oasis set on land reclaimed from commercial strip development along the Cooper River. The park was hastily developed in 2000 and promptly closed to the public. A joint venture between the New Jersey Conservation Foundation (NJCF) and the Camden County Municipal Utilities Authority (CCMUA) resulted in an ambitious plan to develop the property as an “urban ecological park”.

ETM was selected to develop the bid for the project and tasked with developing a conceptual Masterplan and schematic designs for a number of priority projects throughout the property. The schematic design focused on ecology, education, recreation, safety and access enhancements.

Six priority projects were identified for Gateway Park based on their importance for safety, access, and future planning. For each priority project ETM detailed design recommendations, general implementation guidelines, and regulatory requirement information.

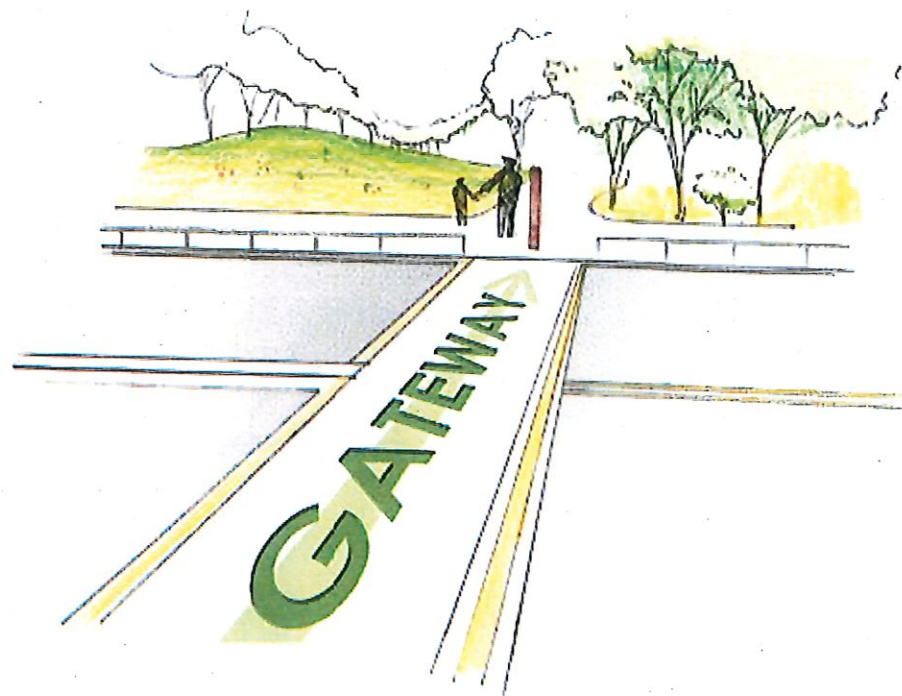
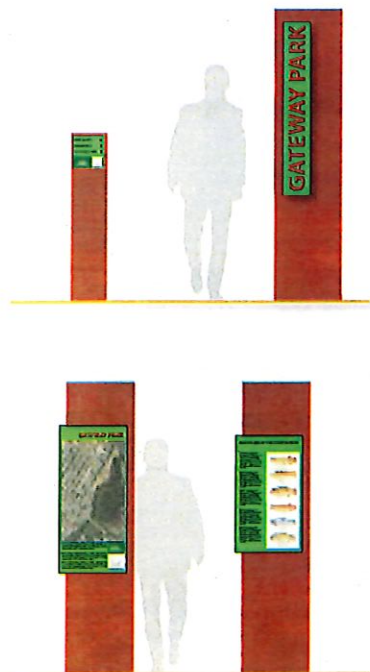


# GATEWAY PARK

- The six priority projects included:
- Baird Boulevard Pedestrian Crossing
  - Chandler's Run Bridge Pedestrian Connection
  - Admiral Wilson Boulevard Entry/ Access Improvements
  - Cooper River Water Access/Kayak Launch
  - Ecological Investigation and Development Recommendations
  - Branding, Identity and Awareness



Site-wide design concepts further expanded the ecological, community, recreation and education aspects of the design. In order to increase ecological value, areas were identified by the design team for restoration or development. The park's Great Lawn will provide opportunities for a myriad of programming. Proposed fishing spots and boardwalks will help connect the community to the river, while an Environmental Center will offer education opportunities.



## EAST MIDTOWN GREENWAY



### PROJECT INFORMATION

New York, NY  
2017-Ongoing  
New York City Economic  
Development Corporation

### PROJECT TEAM

stantec

### SERVICES

Operations & Maintenance Plan  
Maintenance Standards

### REFERENCE

City of New York (owner)  
Ivi McEvelly  
Assistant VP of Capital Program  
(NYCEDC)  
mcevelly@edc.nyc  
212.312.3968

### BUDGET

\$100 million

The East Midtown Greenway is a proposed public space that extends from 54th to 61st Street along the East River in New York City. ETM is responsible for preparing an Operations and Maintenance Report that identifies any potential O+M issues and to develop a framework and protocols for ongoing management and daily operations including emergency services of the Greenway through the design and construction process.

The final O+M report includes all the resources necessary to maintain the new park including estimated annual budgets, emergency access plans and protocols, a snow removal management plan, compilation of all necessary specifications for maintenance materials, replacement parts resources, catalogue cuts, shop drawings, applicable product warranties, and detailed information on maintenance of all design features.

As this project is still in the construction process, ETM has provided multiple submissions of the report to reflect the ongoing construction revisions and evolving landscape and climate of NYC.



ETM ASSOCIATES, L.L.C.

PUBLIC SPACE MANAGEMENT  
PROJECT MANAGEMENT  
PUBLIC SPACE DESIGN



## MARY ELLEN KRAMER PARK



### PROJECT INFORMATION

LOCATION: Paterson, NJ  
 DATE: 2012-2015  
 CLIENT: City of Paterson  
 Passaic River Coalition

### PROJECT TEAM

Whitman Engineering

### SERVICES

Site Remediation  
 Historic Site Feature Restoration  
 Grading and Drainage  
 Pedestrian Access  
 Lighting  
 Irrigation

### AWARDS

NJASLA Merit Award - Site Design - 2017

Mary Ellen Kramer Park is located in Paterson, NJ at the historic Great Falls. ETM was responsible for developing a new site design that would maintain the historic character of the park, while improving access and views to the Great Falls. ETM proposed the removal of several site elements that limited access to view the Great Falls, while proposing a new pathway that encourages visitors to experience the power of the Passaic River pouring through the Great Falls.

New pathways, benches and plantings help make the site more attractive and improve the visitor's experience. Materials were chosen both to keep in with the park's historic character and to focus on easing maintenance. For example, asphalt paths are designed with an exposed aggregate to evoke the feel of a gravel path, while reducing maintenance and improving drainage. New design elements, such as the entry gates from Maple Street and wrought iron fencing, relate with the historic, industrial character of the site.



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PROJECT MANAGEMENT  
 PUBLIC SPACE MANAGEMENT  
 PUBLIC SPACE DESIGN

**ETM PROJECT REFERENCES:**

Below are several references for past projects with similar scopes and local relevance to the proposed project.

**Dey Mansion:** Kelly Ruffel -Director, County of Passaic Department of Cultural & Historic Affairs. 973-706-6640 [kellyr@passaiccountynj.org](mailto:kellyr@passaiccountynj.org)

**Mary Ellen Kramer Park:** Gianfranco Archimede - Executive Director of the Historic Preservation Commission, City of Paterson: 973.321.1220 x2263 [garchimede@patersonnj.gov](mailto:garchimede@patersonnj.gov)

**Overlook Park:** Darren Boch -Park Superintendent, National Park Service: 973.523.2630 [darren\\_boch@nps.gov](mailto:darren_boch@nps.gov)

**Weequahic Park - Divident Hill Monument:** Katherine Hartwyk - Deputy Director, Essex County Park System 973-731-5800 [khartwyk@parks.essexcountynj.org](mailto:khartwyk@parks.essexcountynj.org)

Please let us know if you request any additional project examples or contact information for any of our previous work. Several additional projects are outlined on our website and we welcome the proposal reviewers to view our website at <http://etmassociatesllc.com/>

Additional project references can also be provided for our team members at Manterra if desired.

## **COMPANY PROFILE**

Manterra Design is a civil engineering firm, founded in 2020, based in Somerville, NJ. The firm is led by Giovanni Manilio, PE who brings close to twenty years of experience in the public and private sector. From residential plot plans to large commercial/industrial site plans, our firm has the expertise and capability to bring projects from concept to completion. We focus on providing quality engineering design in a timely and cost-effective manner while providing the upmost customer service along the way.

Our expertise is in the preparation of engineering site plans while navigating the maze of regulations and approvals required to develop properties within the State of New Jersey. Not only is it important for Manterra Design to understand these regulations and approval processes, but it is also equally important that our clients be included as a partner throughout the course of the project. We value the communication with our clients, with regulatory agencies, and with our professional peers. This communication is key to ensuring that the goals and timing of projects are aligned, with all parties, throughout the course of a project.

Our goal, as a company, is to continue improving and learning as designers and engineers and to provide a relationship with our clients that lasts for a lifetime and not just for the duration of a project.

# giovanni | MANILIO

## Education

Bachelor of Science, Civil Engineering  
Syracuse University, Syracuse, NY  
August 1999 – May 2003

## Professional Licenses

New Jersey Professional Engineer License Number: 47552  
New York Professional Engineer License Number: 96136  
Pennsylvania Professional Engineer License Number: 84145

## Background

Mr. Manilio has been a professional engineer in the State of New Jersey for 13 years and licensed in New York and Pennsylvania as a professional engineer.

He has been responsible for the preparation of site plans, stormwater management design, environmental impact statements and environmental permitting throughout New Jersey, Pennsylvania, and New York. Natural resource experience includes the preparation of various technical documents, Freshwater Wetlands, Flood Hazard Area and Coastal Area permitting, along with the preparation of Environmental Impact Statements.

Industries served include automotive dealerships, industrial facilities, residential subdivisions, institutional facilities, and various other commercial developments.

## Professional Experience

### President

man|TERRA Design, LLC, Somerville, NJ  
July 2020 – Present

### Vice President of Engineering

REDCOM Design & Construction, LLC, Westfield, NJ  
July 2008 – February 2020

### Design Engineer

Gladstone Design, Inc., Gladstone, NJ  
September 2004 – July 2008

### Junior Engineer

Township of Livingston, Livingston, NJ  
July 2003 – September 2004

## Corporate Profile



French & Parrello Associates (FPA) provides a wide range of engineering and environmental services for clients in the public sector for decades, from conceptual planning to construction administration. In the public sector, successful projects require vision as well as thorough and expeditious planning. **At FPA, we foster our client's success by using our technical expertise and refined insight to strategically expedite project design and the public approval process.**

Our dedicated staff and licensed professionals are ready to meet the challenges of demanding schedules, budget requirements and environmental compliance. With FPA's client focused approach, we collaborate closely with our clients to provide creative and flexible solutions through our comprehensive suite of consulting services to meet these challenges.

Headquartered in Wall, NJ, FPA celebrates over 47 years of engineering and consulting excellence, providing innovative multidiscipline engineering design and environmental services for clients in both the public and private sectors. With **over 165 professionals** across multiple office locations from the Northeast to the Mid-Atlantic, our professionals bring expertise in

**all facets of engineering and design.** Our diversity in design disciplines

means that we can provide insight and direction on a myriad of potential design and construction related issues.

**LOCATION OF FIRM**

1800 Route 34  
Suite 101  
Wall, New Jersey 07719  
(732) 312-9800; Fax (732) 312-9801

**FIRM DETAILS**

New Jersey Corporation  
8 Offices, Headquarters in Wall, NJ;  
Branch Offices in New York, NY,  
Newark, NJ, Hackettstown, NJ,  
Camden, NJ, Bethlehem, NJ, King of  
Prussia, PA & Atlanta, GA

**165**  
**Employees**

**29** Civil Engineers, Surveyors, Landscape Architects & Support Staff

**14** Transportation Engineers & Support Staff

**11** Geotechnical Engineers & Support Staff

**11** Environmental Scientists & Support Staff

**11** Construction Phase Service Representatives, Engineers & Support Staff

**25** Telecommunications Engineers & Support Staff

**25** Building Design Services Engineers & Support Staff

The firm is comprised of the following major service areas:

**Land Development Services, Sports and Recreation Design, Land Surveying Services, Geographic Information Systems (GIS) Services, Landscape Architecture Services, Geotechnical Engineering Services, Environmental Engineering Services, Construction Phase Services & Material Testing Services, Building Design Services, Telecommunications Services, Transportation Engineering Services, Traffic Engineering Services, Water Resources Services & Renewable Energy Resources.**



## Robert Knotz, PE

Project Consultant | Geotechnical/Structural

Mr. Knotz's experience in Engineering Design and Construction Administration includes work in public and private sectors, specializing in Geotechnical and Structural Engineering. His responsibilities include project coordination and implementation, performing engineering analyses and design, report preparation, and the preparation of plans and specifications. Mr. Knotz has also served as the manager of various multi-disciplinary projects overseeing tasks involving many of FPA's civil engineering related technical disciplines. This has allowed him to develop strong project coordination skills and the ability to serve as a Client's single point of contact.

Mr. Knotz has participated in a variety of projects that have included buildings, bridges, storage tanks, earth retaining structures, bulkheads, dams, pipelines, highway embankments, pedestrian walkways/trails and roadways. His involvement has included inspections, construction monitoring, and engineering analysis and design.

Mr. Knotz's work related to geotechnical engineering analyses includes slope stability, settlement and consolidation, seismic analyses, lateral earth pressures, bearing capacity evaluation, and dewatering evaluations. He has performed geologic assessments of project sites known to have karst features, identifying the potential formation of sinkholes through the dissolution of carbonate rock. Design work has included shallow and deep foundations, earth retaining structures, soil and rock anchor design, soil improvement projects, pavements, and under drain system design.

Mr. Knotz has performed evaluation and design of various earth retaining structures including cantilever and anchored seawalls, gabion wall systems, reinforced concrete gravity structures, and mechanically stabilized earth walls. His involvement has included the evaluation of external and internal stability, slope stability, structural design, and the preparation of construction plans and specifications.

Mr. Knotz has extensive experience in water and wastewater projects. His work experience includes the rehabilitation and installation of below grade pipelines and outfall structures as well as improvements and rehabilitation of water and wastewater treatment plants.

### Career Snapshot

- Over 20 years of experience
- Multi-discipline management experience
- Expertise with earth retaining structures
- Expertise in foundation engineering
- Extensive experience at industrial facilities

### Education

- BS, Civil Engineering, Rutgers University
- BS, Physics, Richard Stockton College

### Registrations / Licenses

- Professional Engineer: NJ, NY, PA, CT, MA, RI, NC, VA, WV, OH, MD

### Specialized Training

- NJDCA Special Inspector, Reinforced Concrete
- OSHA 10-Hour General Industry Safety
- OSHA Certified Space Training
- Transportation Worker Identification Credential (TWIC)

### Affiliations

- American Society of Civil Engineers (ASCE)
- Association of State Dam Safety Officials
- NJ Water Environmental Association



### **Union Transportation Trail**

#### Upper Freehold, New Jersey

Project Manager responsible for providing engineering services to investigate converting the former Hayti-Wrightstown Line of the Pennsylvania and Atlantic Railroad Company into a bicycle/pedestrian trail. This trail is known as the Union Transportation Trail located along an 8.6 mile long right of way which is currently owned by Jersey Central Power and Light (JCP&L). The Monmouth County Park System has an agreement with JCP&L for recreational use of the right-of-way. The proposed trail runs in a North-South direction from County Route 539 to County Route 537 and crosses streams, county roads and municipal roads using wooden trestle bridges, culverts and at grade road crossings. French & Parrello prepared contract plans for trail surface, 7 trestle bridges, 3 open ditches, and 11 signalized street crossings.

### **Atlantic Highlands Harbor**

#### Atlantic Highlands, New Jersey

Harbor Engineer responsible for development and coordination of the design and preparation of construction plans, specifications and regulatory approval applications for many improvements at the facility including bulkheads, buildings, piers, parking areas, electrical systems, mooring fields, park facilities, sanitary pump systems, and the dredge spoil pits.

### **TOSA Deal Outfall**

#### Borough of Deal, New Jersey

Project Manager responsible for the development and coordination of a subsurface exploration program consisting of test borings to facilitate a geotechnical assessment for a proposed sewer outfall. The project includes the replacement of approximately 1,200 linear feet of existing ocean outfall piping situated within the Atlantic Ocean with new 36-inch diameter steel pipe. The section of outfall piping to be replaced is situated approximately 1,000 feet offshore. The proposed outfall piping will be founded on the ocean floor which is at water depths ranging from approximately 25 feet to 39 feet.

### **Villages at Manalapan, Road "O" Crossing**

#### Manalapan, New Jersey

Project Manager responsible for the design and preparation of construction documents for the proposed roadway embankment, culverts and ground improvement measures. The project included the design of the ground improvement measures consisting of compacted aggregate piers, mechanically stabilized earth retaining walls, reinforced concrete culverts, and sheet pile scour protection measures.

### **Stabilized Earth Solutions Retaining Walls**

#### Various Locations, Northeast U.S.

Lead Engineer/Project Manager responsible for the development and coordination of Mechanically Stabilized Earth Retaining Wall Design for modular block and basket faced wall systems and reinforced slopes. Our tasks have included internal and external stability analyses, global stability analyses and construction plan preparation as well as construction oversight. Our design services have been performed for over 1 million square feet of retaining wall throughout the Northeast United States.



# **PROJECT APPROACH & SCOPE OF WORK**





## PROJECT APPROACH & SCOPE OF WORK

Our approach to developing this project includes several tasks as outlined in the RFP:

- Existing Conditions and Challenges
- Design Solutions in Three Scenarios
- Outreach
- Preparation of Concept Plan

### TASK A - EXISTING CONDITIONS AND CHALLENGES

We will begin the project with a Kickoff Meeting:

Our team will meet with representatives from the Borough to:

- Establish a primary point of contact
- Confirm project goals
- Review and discuss the overall project needs
- Confirm the project schedule and deliverables
- Set initial deliverable dates for all work
- Tour the site to discuss site conditions and project approach

The kickoff meeting is an ideal approach to begin any large scale project. The working group will define immediate goals and schedules for all initial investigative work at the time of the kickoff meeting. Resources will be defined to acquire any past design plans and other available materials. It is envisioned that key members of the project team will conduct an initial site investigation with the client group as part of the Kick-off meeting.

#### Site Survey

The site survey will be quickly scheduled and conducted as a key initial step to evaluate existing conditions. To locate the existing path between the two parks, for the eventual purpose of improving the path and expanding the recreational opportunities for The Borough. Location shall also include utility and street/bridge crossings. A 25' wide minimum alignment along the entirety of the existing pathway alignments. Locations at and near the bridge will be wider than 25', to accommodate multiple design options for pedestrian pathway alignment at several multiple locations. The height and location of the underpass below the bridge deck will be established. The location of the path at and near the bridge will be wider than 25', to accommodate for all of the options of the final path direction. The location of the existing sewer structures will be located, along with any sewer lines, and such lines will be identified as being subsurface or above the surface of the ground.

The segment nearest Donaldson Park will include the wider wetland areas. After a wetland delineation is performed as part of this project scope, coordination between Schwerzler and Surveying and the wetlands team shall take place, and said markings will be located.

Each segment will include: 1. at least a 25' wide swath of path location; 2. any path crossings including but not limited to streets, bridges, utilities; 3. Possible encroachments including but not limited to buildings, sheds, and fences; 4. Approximate tree canopy lines.



## **Site Analysis**

The multidisciplinary project team will investigate the project area and gather data regarding environmental constraints and limitations/opportunities associated with the Raritan Riparian corridor, wetlands, on-street, and parkland trail sections. Issues such as steep grades and access challenges associated with the Rte. 27 bridge crossing and close proximity to the Devonshire Arms apartment building will be evaluated.

There are several challenges facing the construction of the new trail as a portion of the trail will need to either be constructed beneath or around the existing Route 27 arch bridge. Alternatives for the bridge crossing may include a new boardwalk, elevated pedestrian bridge, staircases, etc. The team will perform preliminary geotechnical and structural engineering services related to evaluating the feasibility of the construction of the referenced bridge crossing alternatives to support trail development..

Our engineering team includes an environmental consultant, with experience in wetland investigation. The wetlands consultant will walk the projected trail path and flag the presence of any wetlands. Wetlands will be delineated utilizing the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, dated January 1989.

During this phase, our team will conduct site walks and meetings with the Borough. During the meetings and/or site walks, our team will evaluate the unique existing conditions, possible challenges and areas where future investigation may be warranted.

## **Permit/Easement Analysis. Agency Coordination**

After completion of the wetland investigation and surveying, our team will review this information along with any readily available flood mapping and GIS information to understand the required permitting and challenges which may arise from the proposed project. In addition, we will research any climate and precipitation changes which may affect or be affected by the project. Any necessary agency coordination may be conducted as part of this phase.

## **Existing Conditions and Challenges Report**

All analysis materials will be compiled into a comprehensive report at the completion of the existing conditions analysis phase. The report will include all materials gathered during the investigations, research, and correspondence with the Borough and other government agencies. Report materials will include a site investigation summary and existing condition analysis, diagrams, and technical reports. This will be the ground work to develop conceptual design scenarios.



## **TASK 2 - DESIGN SOLUTIONS IN THREE SCENARIOS**

### **Develop Vision Plan/Design Concepts**

The design team will begin to develop conceptual design options for the River Trail. Outcomes from the Existing Conditions investigatory phase will define practical constraints/opportunities and inform the design. Rendered colored plans, and site section details will be prepared for typical conditions along the trail in all options/scenarios. Drawings will be at a sufficient scale to clearly indicated design features. Material selections, and site amenity concepts such as boardwalks, overlooks, pedestrian bridges, will be explored and represented through design concept imagery and drawings.

### **Illustrative Presentation**

The design team will prepare presentation materials in preparation for client presentation and review. Our team is prepared to present design concepts to the Borough (and community, See Task 3). ETM will prepare PowerPoint presentations and mounted presentation boards as needed.

## **TASK 3 - OUTREACH**

### **Community Engagement Meetings**

The design team will support the Borough in developing a robust community engagement program during the concept design process. As per the RFP, our team has allocated for up to 5 community engagement meetings. The proposed schedule focuses on community engagement points as follows:

- Existing conditions and Challenges Phase (1 Meeting at completion)
- Design Solutions in Three Scenarios Phase (2 Meetings at midpoint and completion)
- Concept Plan Phase (2 Meetings at midpoint and completion)

The design team will prepare agendas and presentation materials in preparation for community meetings. Our team is prepared to present materials to the community during meetings or planned site walk events with property owners and other key stakeholders. ETM will prepare PowerPoint presentations and mounted presentation boards as needed. ETM will also prepare community engagement event summaries and outcome reports.



## **TASK 4 - PREPARATION OF A CONCEPT PLAN**

### **Final Concept Plan Development**

The design team will prepare a preferred final River Trail design based on the outcomes of the community engagement process and concept refinement process. Rendered colored plans, and site section details will be prepared for typical conditions along the trail. Drawings will be at a sufficient scale to clearly indicated design features. Material selections, and site amenity concepts such as boardwalks, overlooks, pedestrian bridges, will be finalized with design concept imagery and drawings. A detailed implementation phasing plan will be prepared that outlines all next steps to support further project development (note: a sample project phasing plan is included after this section for reference).

A concept level cost estimate will also be developed during this phase that clearly outlines all potential hard and soft costs associated with implementation and construction of the proposed river pedestrian trail.

ETM will develop the preferred Conceptual plan based on approval by the Borough and this will be our final work product for this phase of work.

### **Final Illustrative Presentation**

The design team will prepare presentation materials for final client presentation and review. Our team is prepared to present design concepts to the Borough ETM will prepare PowerPoint presentations and mounted presentation boards as needed.

### **Final Materials**

Our team will package a final hard copy and digital submission of all project materials including all investigatory work, survey CAD files, Final Concept Plan Development materials, cost estimates, and a refined implementation phasing plan as noted in RFP. These materials will enable the Borough to successfully fund raise and develop construction documents (in a later phase outside of this scope) for an implementable design.



## PROJECT SCHEDULE

Our team has developed a project schedule that defines the proposed investigatory, outreach, and conceptual design phases (Three Scenarios and Final Concept Plan) of the project. We anticipate that the project will be awarded in December of 2022 with an immediate start that spans through Spring of 2023.

Task	Month 1				Month 2					Month 3				Month 4				Month 5				
Weeks	1	2	3	4	1	2	3	4	5	1	2	3	4	1	2	3	4	1	2	3	4	5
<b>Task 1: Existing Conditions and Challenges</b>																						
Contract Award																						
Kick-off Meeting																						
Site Survey and Site Analysis																						
Permit/Easement Analysis, Agency Coord.																						
Report Submission and Presentation																						
<b>Task 2: Design Solutions in Three Scenarios</b>																						
Develop Vision Plan/Design Concepts																						
Design Submission and Presentation																						
<b>Task 3: Outreach</b>																						
Community Engagement Meetings																						
<b>Task 4: Preparation of Concept Plan</b>																						
Final Concept Plan Development																						
Final Submission and Presentation																						



## FEE PROPOSAL

We fully understand that the Feasibility Study and Concept Plan will require a broad array of professional services and coordination during the proposed project schedule. Our team has allocated sufficient time to complete the requested services including all investigatory work, report preparation, as well as meetings, presentations and coordination.

A fixed price proposal of **\$92,650** is proposed for the completion of the Project including all project-related expenses. Individual team member fee sheets can be provided upon request if additional detail is desired.

ETM Associates LLC -Project Management and Design Lead	\$57,870.00
Manterra Design LLC - Civil and Site Engineering	\$8,970.00
French & Parrello - Structural/Geotechnical	\$ 7,360.00
Sshwerzler Land Surveying - Project Area Survey	\$18,450.00

**Total Project Cost** **\$92,650.00**

Thank you for your consideration of our qualifications and proposal. We are highly enthusiastic about providing the consulting services that will produce the results you seek. Dave Sitler will be the primary contact for this project and can be reached at 732.572.6626 or at [dave@etmassociatesllc.com](mailto:dave@etmassociatesllc.com).

Thank you for the opportunity to submit a proposal.

Sincerely,

E. Timothy Marshall  
ETM ASSOCIATES, LLC



### PROPOSED NEXT STEPS - IMPLEMENTATION PHASING PLAN

Following the conceptual design phase work outlined in this proposal, the Borough will be well poised to complete the project design through construction documentation and construction implementation.

A proposal and fee for the completion of the work through final construction documentation and Construction Management support can be provided after completion of the Final Concept Plan Development. We envision using the same team members for development of the final biddable design, but may include additional consultants based on the final conceptual design outcomes and needs. Development of a biddable final design will be developed based on the final approved conceptual design by the Borough.

We have included a sample Implementation Phasing Plan to help inform the Borough of a typical Design Development and final Construction Documentation process. The schedule noted below is a sample schedule only and is provided as a "tailmap" to final completion once the scope of work noted in this proposal is completed.

Sample Highland Park Design Development and Construction Documentation Schedule - 2023 Start

Task	Month 1					Month 2					Month 3					Month 4					Month 5					Month 6					Month 7					Month 8				
	1	2	3	4		1	2	3	4	5	1	2	3	4		1	2	3	4		1	2	3	4	5	1	2	3	4		1	2	3	4	5	1	2	3	4	5
<b>Design Development Phase (65% CDs)</b>																																								
Design Development (all consultants)																																								
Borough Review																																								
<b>Final Design Phase (90% CDs)</b>																																								
Receive comments on DD Submission (65% CD)																																								
Develop/Revise Final Design																																								
Borough Review																																								
Borough Planning Board Submission																																								
<b>Bid Documents (100% CDs)</b>																																								
Receive comments on Final Design Sub. (90%)																																								
Final Revision to Final Design																																								
<b>Bid and Construction Award Phase</b>																																								
Develop Bid Notice with Borough																																								
Schedule and Create Agenda for Pre-bid Conf.																																								
Conduct Pre-Bid Conf. and Answer Questions																																								
Evaluate Bids & Conduct Post-Bid Reviews																																								
Construction Contract Award/Mobilization																																								
<b>ALL PHASES</b>																																								
Community Engagement																																								
Design Progress Meetings																																								
Design Review Meetings																																								
<b>Task 7: Permit / Approvals Phase</b>																																								
Ongoing Permit & Approval Work																																								
Permit and Approvals Submission																																								




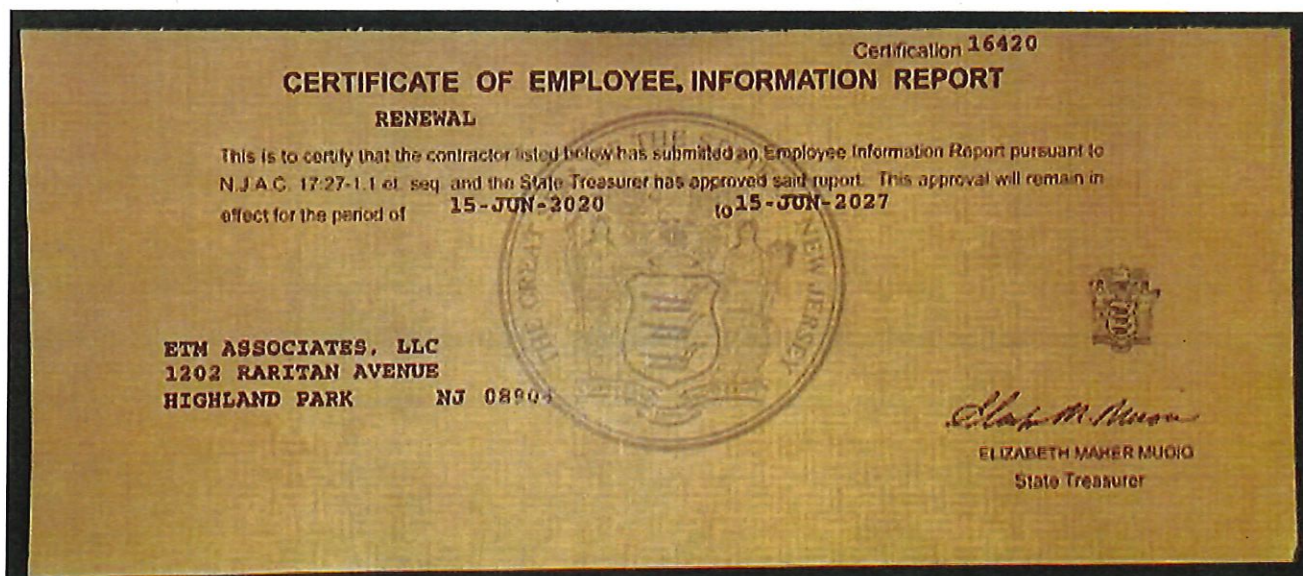
ETM ASSOCIATES, L.L.C.

PROJECT MANAGEMENT  
PUBLIC SPACE MANAGEMENT  
PUBLIC SPACE DESIGN

ETM LICENSES AND  
CERTIFICATIONS



 <p><b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b></p>	
Taxpayer Name:	ETM ASSOCIATES, L.L.C.
Trade Name:	
Address:	73 WOODBRIDGE AVENUE HIGHLAND PARK, NJ 08904
Certificate Number:	1045438
Date of Issuance:	February 11, 2005
For Office Use Only: 20050211121345151	





**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-287**

**RESOLUTION TO APPROVE PAY ESTIMATE #1- CARROCCIA CO. CONTRACTORS  
(CCM) FOR 2021 MUNICIPAL ROADWAY IMPROVEMENT PROJECT**

**WHEREAS**, pursuant to Resolution No. 7-22-175, adopted by the Borough Council on July 5, 2022, a contract was awarded to CCM Contracting Inc. of Greenbrook, NJ, 2021 Roadway Improvements Project for the resurfacing and reconstruction of South 1st Avenue between Johnson Street and Valentine Street, Tenth Avenue between Raritan Avenue and Woodbridge Avenue, North Tenth Avenue between Abbott Street and Raritan Avenue, Lexington Avenue between the Borough limits and Raritan Avenue, and Alcazar Avenue between Central Avenue and Cherry Street; 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 CCM Contracting Inc. the sum of \$68,768.35 in accordance with said Pay Estimate for work performed from November 2, 2022 to November 23, 2022; and

**WHEREAS**, funds for this purpose are available in Account No. C-04-55-825-001 in the amount of \$68,768.35, as reflected by the Certification of Funds Available by the Chief Financial Officer, no 2022-43.

**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 CCM Contracting Inc. the sum of \$68,768.35, 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

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

ADOPTED: December 20, 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 Council of said Borough on the 20<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-288**

**RESOLUTION AUTHORIZING APPROVAL OF BILLS LIST**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that all claims presented prior to this meeting as shown on a detailed list prepared by the Borough Treasurer, and which have been submitted and approved in accordance with Highland Park Ordinance No. 1004, shall be and the same are hereby approved; and

**BE IT FURTHER RESOLVED** that the Borough Clerk shall include in the minutes of this meeting a statement as to all such claims approved as shown in a Bills List Journal in accordance with said Ordinance.

The bills approved for payment at this meeting, Bills List 12/202022 can be found in the Bills List Journal Book No. 42.

ADOPTED: December 20, 22

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 20<sup>th</sup> of December 2022.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-289**

**RESOLUTION OF THE BOROUGH OF HIGHLAND PARK, IN THE  
COUNTY OF MIDDLESEX, NEW JERSEY DESIGNATING THE  
PROPERTY IDENTIFIED ON THE BOROUGH'S TAX RECORDS AS  
BLOCK 3002, LOTS 1, 2, 3, 4, 5, 6, 7, 8, 30, 34, 35, 36, AND 37 AS A NON-  
CONDEMNATION AREA IN NEED OF REDEVELOPMENT**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”), authorizes municipalities to determine whether certain parcels of land located therein constitute an area in need of redevelopment; and

**WHEREAS**, on September 6, 2022, by Resolution No. 9-22-221, and in accordance with the provisions of the Redevelopment Law, the Borough Council of the Borough of Highland Park (the “**Borough Council**”) authorized and directed the Planning Board of the Borough of Highland Park (the “**Planning Board**”) to conduct an investigation of certain property identified on the tax maps of the Borough as Block 3002, Lots 1, 2, 3, 4, 5, 6, 7, 8, 30, 34, 35, and 37 (the “**Study Area**”) and to determine whether all or a portion of the Study Area meets criteria set forth in the Redevelopment Law, *N.J.S.A. 40A:12A-5*, to be designated as a non-condemnation redevelopment area in accordance with the Redevelopment Law, *N.J.S.A. 40A:12A-6*; and

**WHEREAS**, on September 6, 2022, by Resolution No. 9-22-222, and in accordance with the provisions of the Redevelopment Law, the Borough Council authorized LRK, Inc. (“**LRK**”) to conduct a preliminary investigation to determine whether all or a portion of the Study Area should be designated as a non-condemnation area in need of redevelopment; and

**WHEREAS**, the Planning Board received a report setting forth the basis for the investigation prepared by the Planning Consultant, entitled, “Preliminary Investigation of a Non- Condemnation Area in Need of Redevelopment Stop & Shop Site” dated November 2022, concerning the determination of the Study Area, and Block 3002, Lot 36, as an area in need of redevelopment (the “**Report**”); and

**WHEREAS**, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to a determination whether the Study Area should be designated as a non-condemnation area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by a determination that the property is an area in need of redevelopment; and

**WHEREAS**, in addition to the Study Area, the Planning Board additionally studied Block 3002, Lot 36, which is owned by the same property owner as Block 3002, Lots 1, 34, and 35, within the Study Area, who received notice of the Planning Board’s public hearing in accordance with the Redevelopment Law; and

**WHEREAS**, on December 8, 2022, the Planning Board reviewed the Report, heard testimony, conducted a public hearing during which members of the general public were given an opportunity to present their own evidence and/or to cross-examine representatives from LRK, and

to address questions to the Planning Board and its representatives, concerning the potential designation of the Study Area and Block 3002, Lot 36 as an area in need of redevelopment; and

**WHEREAS**, after the conclusion of the public hearing described above, the Planning Board voted to adopt and accept the recommendation contained in the Report, and to recommend that the Study Area, and Block 3002, Lot 36, be declared a non-condemnation area in need of redevelopment, in accordance with the Redevelopment Law, and for the reasons set forth in the Report; and

**WHEREAS**, the Borough Council agrees with the conclusion of the Planning Board that the Study Area, and Block 3002, Lot 36 satisfies the criterion for redevelopment area designation set forth in the Redevelopment Law and finds that such conclusion is supported by substantial evidence; and

**WHEREAS**, the Borough Council now desires to designate the Study Area, including Block 3002, Lot 36, as a non-condemnation area in need of redevelopment pursuant to *N.J.S.A. 40A:12A-6*, such designation authorizing the Borough and Borough Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, other than the power of eminent domain.

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

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The recommendations and conclusions of the Planning Board are hereby accepted by the Borough Council.

**Section 3.** Based upon the findings and recommendations of the Planning Board, the Study Area, including Block 3002, Lot 36 is hereby designated as a “Non-Condensation Redevelopment Area” as referenced in the Redevelopment Law. The designation of the Study Area and Block 3002, Lot 36 as a “Non-Condensation Redevelopment Area” shall authorize the Borough to exercise all powers under the Redevelopment Law except the power of eminent domain.

**Section 4.** In accordance with the Redevelopment Law, the Borough Council hereby directs the Borough Clerk to transmit a certified copy of this resolution forthwith to the Commissioner of the Department of Community Affairs and to all record owners and person(s) who filed a written objection with respect to the herein designation.

**Section 5.** If any part of this resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this resolution.

**Section 6.** A copy of this resolution shall be available for public inspection at the offices of the Borough Clerk.

**Section 7.** This resolution shall take effect immediately.

ADOPTED: December 20, 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 20<sup>th</sup> day of December, 2022.

---

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK  
RESOLUTION NO. 12-22-290**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that transfers of 2022 budget appropriation balances shall be made as follows:

**Budget Transfer #4**

Description	From	To
Tax Assessor OE	10,000.00	
Community Econ & Dev OE	7,000.00	
Group Insurance		10,000.00
Social Security		5,000.00
DCRP		2,000.00
	17,000.00	17,000.00
		0.00

ADOPTED: December 20, 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 20<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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