

BOROUGH OF HIGHLAND PARK  
REGULAR MEETING  
FEBRUARY 7, 2023 – 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, Awards and Presentations.
  - Presentation of Joint Legislative Resolution by the New Jersey State Senate and Assembly to the Honorable Gayle Brill Mittler
  - Presentation of Historical Survey of Lincoln Highway (Raritan Avenue) by Richard Grubb Associates
6. Approval of Minutes.
7. Council Reports.
8. Borough Administrator's Report.
9. Borough Attorney's Report.
10. Mayor's Report.
11. Public Participation.

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

12. Ordinances Requiring a Second Reading.

13. Ordinances Requiring a First Reading.

14. Consent Agenda Items - Resolutions.

**MOTION** adopt/reject

**ROLL CALL VOTE**

14.a \*2-23-36 Resolution to Approve Janitorial Services Contract with Association for Choices in Community Supports and Employment Services-NJ (ACCSES-NJ) Under State Contract

14.b \*2-23-37 Resolution to Approve Year-Three Payment for Body Cameras and Services with Axon Enterprise Inc.

14.c \*2-23-38 Resolution to Approve 2023 Radio Maintenance Contract under State Contract for Highland Park Police Radios with Tactical Public Safety

14.d \*2-23-39 Resolution to Authorize Renewal of Service Contract for the Highland Park Police Department Video Camera and Swipe Card Systems with Integrated Systems and Services, Inc.

14.e \*2-23-40 Resolution to Authorize 2023 Maintenance Contract under State Contract for E-Ticketing System with Gold Type Business Machines

14.f \*2-23-41 Resolution to Accept Donation of a Vehicle from the Township of North Brunswick

14.g \*2-23-42 Resolution Authorizing Lease Renewal with the Lower Raritan Watershed Association at 101 Raritan Avenue

14.h \*2-23-43 Resolution Authorizing Lease Renewal with Main Street Highland Park and the Reformed Church of Highland Park-Affordable Housing Corporation for 212 Raritan Avenue

14.i \*2-23-44 Resolution Authorizing Lease Renewals with the Reformed Church of Highland Park-Affordable Housing Corporation for 127-133 Raritan Avenue

14.j \*2-23-45 Resolution Authorizing Issuance of RFP for Emergency Repairs to the Water & Sewer System

14.k \*2-23-46 Resolution Authorizing Amendment to Salary Resolution

14.l \*2-23-47 Resolution to Approve 2023 Taxi Owner

14.m \*2-23-48 Resolution to Approve 2023 Taxi Operator

- 14.n \*2-23-49 Resolution to Approve Bills List
15. Resolutions requiring a Separate Reading.
- 15.a 2-23-50 Resolution to Amend 2023 Municipal Temporary Budget  
**MOTION** adopt/reject **ROLL CALL VOTE**
- 15.b 2-23-51 Resolution Designating Council Representative to the Middlesex County CDBG Committee - Stephany Kim-Chohan  
**MOTION** adopt/reject **ROLL CALL VOTE**
- 15.c 2-23-52 Resolution to Appoint Council Representative to the Planning Board - Matthew Hale  
**MOTION** adopt/reject **ROLL CALL VOTE**
- 15.d 1-23-53 Resolution to Establish 2023 Council Standing Committees  
**MOTION** adopt/reject **ROLL CALL VOTE**
16. Appointments.
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.
1. Taxi Rates (TJ/Hale)
  2. State Funding Request: Electric Garbage Truck, Toters, Community Center upgrades (EF/Hersh)
20. Executive Session.
- 20.a 2-23-54 Resolution Authorizing Executive Session - JSM vs. Highland Park; Botteon vs. Highland Park  
**MOTION** adopt/reject **ROLL CALL VOTE**
21. MOTION to adjourn.
22. **Next Scheduled Meeting:** February 21, 2023 @ 7 PM

**RESOLUTION NO. 2-23-36  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE JANITORIAL SERVICES CONTRACT WITH  
ACCSES NJ UNDER STATE CONTRACT**

**WHEREAS** the Borough of Highland Park is in need of a janitorial contract for their buildings, as more fully described on the attached quote; and

**WHEREAS**, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law; and

**WHEREAS**, the Borough desires to purchase said maintenance contract under State Contract No. T-1480/77110, from Association for Choices in Community Supports and Employment Services – NJ (ACCSES), 150 West State Street, Suite 120, Trenton, NJ 08608, at the State contract prices; and

**WHEREAS**, funds for this purpose are available in 2023 Temporary Budget, Current Fund Account No. 3-01-26-310-235, in an amount not to exceed \$80,000.00, and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2023-10.

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

1. The Borough Administrator is hereby authorized and directed to execute said maintenance contract for janitorial services under State Contract No. T-1480/77110, from Association for Choices in Community Supports and Employment Services – NJ (ACCSES), 150 West State Street, Suite 120, Trenton, NJ 08608, for a total amount not to exceed \$80,000.00, in accordance with the attached quote.
2. Certified copies of this resolution be forwarded to the Borough Administrator, Superintendent of Public Works, and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

December 5, 2022

Emma Von Thun, MPA  
Assistant Borough Administrator  
Borough of Highland Park  
221 S Fifth Ave,  
Highland Park, N 08904

Via Email: [Evonthun@hpboro.com](mailto:Evonthun@hpboro.com)

Re: Quote JQ120522VKA

Dear Ms. Von Thun:

I would like to thank you for considering ACCSES NJ/CNA Services as the vendor for your cleaning needs. ACCSES NJ is the State's designated Central Non-Profit Agency (CNA), administering the State set-aside contract for people with disabilities under the State Use Law for Rehabilitation Facilities (NJSA30:6-23). Upon review of your request, we are submitting the following pricing based on our state contract T-1480 / 77110, line 67 for janitorial services. At the following locations:

- 39774 sq ft for general janitorial services weekly. Includes buildings; Admin, Community Ctr, Police Dept, Fire Dept, PW, Teen Ctr. This quote excludes the library and includes the additional 200 sq ft for the Fire Department. Pricing is based on SOW proved by the customer.

- **Unit cost \$2.64 per square foot, line 67, includes supplies**
- **Unit cost \$2.60 per square foot, line 67, without supplies (Customer providing supplies/equipment.)**

**Yearly Total for services \$105,008.60 / monthly \$8,750.71**

**Yearly Total for services w/o supplies \$103,527.03 / monthly \$8,627.25**

Thank you for the opportunity to price this project. We look forward to working with you further. If there are any questions please feel free to contact me at [Vkhammar@accsesnj.org](mailto:Vkhammar@accsesnj.org) or at 609-439-5132.

Thank you,  
Victoria Khammar  
Account Manager

Association for Choices in Community Supports and Employment Services-New Jersey

**RESOLUTION NO. 2-23-37  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE YEAR 3 PAYMENT TO AXON ENTERPRISE, INC.**

**WHEREAS**, on May 4, 2021 by Resolution 5-21-133, the Borough of Highland entered into a five (5) year contract (2021-2025) with Axon Enterprises for body cameras and services under State Contract No. 17-FLEET-00738; and

**WHEREAS**, Axon Enterprise Inc. is due Year Three Payment in the amount of \$19,092.00; and

**WHEREAS**, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-25-240-235, in an amount not to exceed \$19,100.00, and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer, no. 2023-06.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that the Finance Director shall be and is hereby authorized and directed to issue payment in the amount of \$19,100.00 to Axon Enterprise, Inc., PO Box 29661, Department 2018, Phoenix, AZ, 85038-9661.

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

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-38  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE 2023 RADIO MAINTENANCE CONTRACT WITH  
TACTICAL PUBLIC SAFETY FOR POLICE DEPARTMENT RADIOS  
UNDER STATE CONTRACT**

**WHEREAS** the Highland Park Police Department is in need of a maintenance contract for their portable radios, as more fully described on the attached quote; and

**WHEREAS**, since the purchase is under \$17,500, public bids are not required as set forth in N.J.S.A. 40A:11-4 requiring public advertising and bidding for contracts for a sum exceeding the aggregate amount as calculated periodically by the Governor, pursuant to N.J.S.A. 40A:11-3 which amount is \$17,500; and

**WHEREAS**, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law; and

**WHEREAS**, the Borough desires to purchase said maintenance contract under State Contract No. 83932/83924, from Tactical Public Safety, 1036 Industrial Way, West Berlin, NJ 08091, at the State contract prices; and

**WHEREAS**, funds for this purpose are available in 2023 Temporary Budget, Current Fund Account No. 3-01-25-240-235, in an amount not to exceed \$15,500.00, and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2023-07.

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

1. The Borough Administrator is hereby authorized and directed to execute said maintenance contract for the portable radios under State Contract No. 83932/83924 from Tactical Public Safety, 1036 Industrial Way, West Berlin, NJ 08091, for a total amount not to exceed \$15,500.00, in accordance with the attached quote.
2. Certified copies of this resolution be forwarded to the Chief of Police and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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



# Tactical Public Safety

Next Generation Communications for Today's Public Safety Agencies

**Borough of Highland Park  
2023 Radio Maintenance Quotation**

**Description & Provisions**

**Quotation Date:** August 30, 2022  
**Quoted By:** Chris Fazekas  
**New Jersey State Contract Number:** L3Harris - 83932 / Zetron 83924

Thank you for your interest in a cost effective Radio Maintenance Contract from Tactical Public Safety. The pricing below reflects radio maintenance services to be performed under contract. The contract provides repair and maintenance services to the fixed-end equipment listed below to include the following service level:

- Service Calls to the Location of the Equipment
- Repair Parts
- Repair Labor
- Travel to the Repair Location
- 24 Hour Seven Day Per Week Emergency Service
- Annual Preventive Maintenance Inspection
- Help Desk Service Support
- Monthly, Quarterly, Semi-Annual, or Annual Billing
- Contract Term: January 1, 2023 through December 31, 2023

This radio maintenance proposal includes equipment in service for the police department and the fire department. If you have any questions, please be sure to contact Tim Sage or Chris Fazekas. Thank you for the opportunity to be of service to the Borough of Highland Park.

**2023 Maintenance Contract Quotation Breakdown**

Qty	Notes	Manufacturer	Radio Type	Radio Model	Annual Unit Price	Annual Extended Price
2	Borough Dispatch Center	Zetron	Dispatch Console	MAX Dispatch	\$ 1,860.00	\$ 3,720.00
1	Borough Dispatch Center	Zetron	Console Controller	MAX Dispatch	\$ 2,760.00	\$ 2,760.00
1	Borough Dispatch Center	Zetron	PSP Software Services	MAX Dispatch	\$ 2,200.00	\$ 2,200.00
33	Fire Department Radios	L3Harris	Portable Radio	P7300	\$	\$ 2,200.00
17	Police Department Radios	L3Harris	Mobile Radio	M7300	\$ 178.25	\$ 3,030.25
33	Police Department Radios	L3Harris	Portable Radio	PXL95P	\$ 178.25	\$ 5,882.25
2	Borough Dispatch Center	L3Harris	Control Station	M7300	\$ 178.25	\$ 356.50
2	Borough Dispatch Center	L3Harris	Repeater	Mastr III	\$ 713.00	\$ 1,426.00

Radio Maintenance Contract for 2023: \$ 19375.00  
 Good Customer Discount: \$ (3,957.25)  
**Total Annual Maintenance Contract for 2023: \$ 15417.75**  
 Monthly Invoicing amount: \$1284.87  
 Quarterly Invoicing Amount: \$ 3854.44



**RESOLUTION 2-23-39  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE RENEWAL OF SERVICE CONTRACT  
FOR HIGHLAND PARK POLICE DEPARTMENT VIDEO CAMERAS AND SWIPE  
CARD SYSTEMS WITH INTEGRATED SYSTEMS AND SERVICES, INC.**

**WHEREAS**, the Borough has contracted with Integrated Systems and Services, Eatontown, NJ, for warranty/service for the Police Department video camera/swipe card system and contract has expired; and

**WHEREAS**, since the purchase is under \$17,500, public bids are not required as set forth in N.J.S.A. 40A:11-4 requiring public advertising and bidding for contracts for a sum exceeding the aggregate amount as calculated periodically by the Governor, pursuant to N.J.S.A. 40A:11-3 which amount is \$17,500; and

**WHEREAS**, the Borough desires to renew said agreement for the period January 1, 2023 through December 31, 2023; and

**WHEREAS**, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-25-240-235, in an amount not to exceed \$9,000.00 and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the Chief Finance Officer's certification no. 2023-08.

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

1. The Borough Administrator is hereby authorized and directed to execute on behalf of the Borough an Agreement for warranty/service with Integrated Systems and Services, Inc., 541 Industrial Way, Suite B, Eatontown, NJ 07724 at a cost not to exceed \$9,000.00 for the period January 1, 2023 through December 31, 2023.
2. Certified Copies of this Resolution shall be forwarded to the Chief Financial Officer and the Chief of Police.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

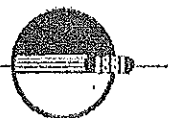
Council Member	Ayes	Nays	Abstain	Absent
Canavera				
George				
Hale				
Hersh				
Kim-Chohan				

## SERVICE and INSPECTION AGREEMENT for Card Access CCTV System

1. This Agreement is made this 1<sup>st</sup> Of January 2023 by and between INTEGRATED SYSTEMS & SERVICES, INC. located at 541 Industrial Way West, Suite B, Eatontown New Jersey and The Boro of Highland Park located at 222 South 5<sup>th</sup> Avenue, Highland Park, NJ 08904 hereinafter referred to as "Customer".
2. This Agreement automatically renews for One (1) year(s) until this Agreement is terminated by either party upon thirty (30) days advance written notice of cancellation prior to the end of the then current contract period.
3. INTEGRATED SYSTEMS & SERVICES, INC. proposes to furnish One (1) Inspection and maintenance services for a period of One (1) year from the date on which this Agreement is executed by INTEGRATED SYSTEMS & SERVICES, INC..
4. Charges for services rendered hereunder are subject to an automatic cost of living increase applied annually. Client shall be notified, in writing 30 days prior to renewal date, of any proposed increase above cost of living adjustment.
5. This agreement provides for labor and materials required to service and repair the herein mentioned system for all requests and defects due to normal wear and tear.
6. This agreement provides Customer with normal and emergency service response to service requests. Emergencies are defined as:
  - a. Major Breach or Potential Breach of security is evident by Customer.
  - b. A threat to life safety exists.
7. Such emergency requests will be given priority over all other non-emergency requests. INTEGRATED SYSTEMS & SERVICES, INC. agrees to dispatch the nearest technician who is performing non-emergency type duties to respond to the emergency service request.
8. All other non-emergency requests shall have a response within 24 hours. INTEGRATED SYSTEMS & SERVICES, INC. shall attempt to respond to all non-emergency requests received prior to 12:00 noon the same day. All non-emergency requests received after 12:00 noon shall be responded to no later than the next business day.
9. Customer agrees to pay INTEGRATED SYSTEMS & SERVICES, INC. current labor and material charges for all services performed and required due to Acts of God, abuse, misuse, fire, flood, vandalism, neglect or negligence on the part of the customer or its agents and contractor(s) or for any other cause deemed by INTEGRATED SYSTEMS & SERVICES, INC. to be beyond normal wear and tear.



10. Under no circumstances shall **INTEGRATED SYSTEMS & SERVICES, INC.** be liable for any delay in performance due directly or indirectly to: a) Acts of the Customer, its agents, employees, or subcontractors; b) Causes beyond the control of **INTEGRATED SYSTEMS & SERVICES, INC.**, including force majeure.
11. No action arising out of services under this Agreement may be brought by either party more than one year after the cause of the action has occurred, except that an action for nonpayment may be brought within one year of the date of the last payment.
12. All notices, other than normal request for services, shall be in writing and shall be deemed to have been duly given if mailed by certified or registered mail with first-class postage prepaid to **INTEGRATED SYSTEMS & SERVICES, INC.** or Customer at the address stated above or to such other address as indicated by either party in writing.
13. This Agreement shall be construed and interpreted according to the laws of the State of New Jersey.
14. Parties agree that this Agreement is transferable and/or assignable by **INTEGRATED SYSTEMS & SERVICES, INC.** upon serving notice to Customer in writing at least 60 days prior to said transfer or assignment.
15. This Agreement is entered into on the basis that Integrated Systems & Services, Inc. service technicians as stated above can visit the above installation. Where it is necessary to move equipment to facilitate the inspection of detectors or control equipment, the Customer, will provide labor assistance and responsibility for moving such equipment. All movement of control equipment shall be done at the sole cost and expense of the Customer. Customer will furnish all scaffolding, ladders, and materials to accomplish service. In the event scaffolding or ladders cannot reach devices, the Customer will be notified.
16. In the event any part or parts of this Agreement are deemed unenforceable by a New Jersey Court of Law, for any reason or cause, the remaining section(s) shall remain intact per the terms of this Agreement.
17. This agreement specifically excludes cards, printer ribbons and other consumables.
18. The charges for this Service Agreement is \$ 9,000.00 (nine thousand dollars and no cents) plus tax and shall be billed quarterly, in advance, and payment is due net 30 days after invoice.



## LIMITATION OF LIABILITY

19. It is understood that **INTEGRATED SYSTEMS & SERVICES, INC.** is not an insurer and that insurance shall be obtained by customer if any is desired and that the payments made hereunder to **INTEGRATED SYSTEMS & SERVICES, INC.** are based solely on the value of the services rendered and that the scope of the liability undertaken and such payments are not related to the value of the above installation or any property located therein. **INTEGRATED SYSTEMS & SERVICES, INC.** makes no warranty, express or implied, that the services furnished hereunder will avert or prevent occurrences or the consequences thereof, which the system is intended to prevent. Accordingly, customer agrees that **INTEGRATED SYSTEMS & SERVICES, INC.** shall, in no event be liable for any loss or damage, irrespective of origin, including consequential damages to person, property, whether directly or indirectly caused by performance or non performance of any obligations imposed by this agreement or by the negligent acts or omissions of **INTEGRATED SYSTEMS & SERVICES, INC.** its agents or employees. Further it is agreed that if **INTEGRATED SYSTEMS & SERVICES, INC.** should be found liable for any loss or damage attributed to its performance or nonperformance of this agreement in any respect, whether from negligence or otherwise, then **INTEGRATED SYSTEMS & SERVICES, INC.** liability shall be limited to the extent that it shall be responsible for only the foreseeable damages of any improper work they perform and they shall not be liable for simply any damages that may occur that they are not responsible for.
20. The effective date of this Agreement shall be the date on which this Agreement is executed by **INTEGRATED SYSTEMS & SERVICES, INC.**

Boro of Highland Park, NJ

**INTEGRATED SYSTEMS & SERVICES, INC.**

*John Fluta, President*

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Executed

Please sign both copies and return to **INTEGRATED SYSTEMS & SERVICES, INC.** We will execute one copy and return to you for your records.



21. This Agreement covers the following equipment installed at the referenced location(s):

Equipment Description	Qty
Equipment Description	Qty
Panasonic Exterior cameras 3.1MP	4
Pelco Spectra IV SD4E23PGE1 PTZ H.264 w/Mounts	4
Exacqvision NVR -Raid Server 8/6TB	1
Exacqvision IP Licenses	38
Quad nic card	1
i5 CPU upgrade	1
redundant power supply	1
Comnet IFS POE Switch- 24 Port POE	2
Comnet patch panels & patch cords	2
Monitors- 21" Samsung UN22D5003	10
Monitors 42"NEC E423	1
Monitors 37" TH 37LRU5 Panasonic	1

Intercom

Aiphone Intercom- 5Call Master & Power Supply	1
Aiphone Intercom Weatherproof Door station	4
Aiphone Video intercom set ( For Outdoor Station)	1
Intercom Stanchion	1
Intercom housing	1
Access Control System	
HID Card reader w/keypad	3
HID Prox Card reader	36
HID Card reader w/keypad	3
Continental Turbo Superterm 8 Door	5
Continental Super Two- 2 door controller	2
CA 4000 Enterprise Access Control Software	1
Dell Access Control Server	1
Dell Workstation	1
Tripp lite UPS 1500VA	1
Altronix Lock Power Supplies	5
TrippLite UPS 500VA	1
Prox II cards	200

Intrusion & Panic Alarm Systems

GRI OverHead door switch	2
GRI Door switch- Steel embedded	35
Honeywell Intrusion keypad	2
Honeywell Vista 128BPT Intrusion Panel	1
Dortronics PANIC button	2
Honeywell Intrusion keypad	2



Panic Strip	2	
custom kill switch		
patch panels & patch cords		
Middle Atlantic Equipment Rack	1	
Vivotek 1.3mp vandal D/N	9	
Axis covert camera	1	
Arecont low profile D/N 1.3mp camera	12	
2.8mm fixed lens	6	
Arecont low profile D/N 1080P WDR camera	2	
2.8mm fixed lens	6	
Arecont low profile D/N 1080P WDR camera	2	
device serial server	2	
19" monitor for intevirew room dvr	1	
Aiphone video intercom set ( Master and Outdoor Station)		1
Intercom Stanchion	1	
Intercom housing	1	
D1 • Tiny Design • H.264 •		
Power Sharing with CCTV		

Interview Rooms

Analog camera covert PIR for interview rooms	3	
Digital Watchdog DVR-2 TB ( For interview rooms)	1	
Louroe Audio kit #101 (interview rooms)	3	
Louroe Audio base station talk back (cells)	1	
Louroe Audio kit #101 (interview rooms)	3	
Louroe ceiling mount talk back speaker (2nd fl interview rm)		1
Louroe corner mount talk back speaker (cells)	3	
LED 19" monitor for interview room Recorder Views	1	

Interview Rooms

Analog camera covert PIR for interview rooms	3	
Digital Watchdog DVR-2 TB ( For interview rooms)	1	
Louroe Audio kit #101 (interview rooms)	3	
Louroe Audio base station talk back (cells)	1	
Louroe Audio kit #101 (interview rooms)	3	
Louroe ceiling mount talk back speaker (2nd fl interview rm)		1
Louroe corner mount talk back speaker (cells)	3	
LED 19" monitor for intevirew room Recorder Views	1	





**RESOLUTION NO. 2-23-40  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE 2023 MAINTENANCE CONTRACT UNDER STATE  
CONTRACT WITH GOLD TYPE BUSINESS MACHINES FOR THE  
E-TICKETING SYSTEM**

**WHEREAS** the Highland Park Police Department is in need of a maintenance contract for their E-Ticketing System; and

**WHEREAS**, since the purchase is under \$17,500, public bids are not required as set forth in N.J.S.A. 40A:11-4 requiring public advertising and bidding for contracts for a sum exceeding the aggregate amount as calculated periodically by the Governor, pursuant to N.J.S.A. 40A:11-3 which amount is \$17,500; and

**WHEREAS**, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law; and

**WHEREAS**, the Borough desires to purchase said maintenance contract under State Contract No. 83904/89980, 17-Fleet-00716 from Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, NJ 07073; and

**WHEREAS**, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-25-240-235, in an amount not to exceed \$11,500.00, and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2023-09.

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

1. The Borough Administrator is hereby authorized and directed to execute said maintenance contract under State Contract No. 83904/89980, 17-Fleet-00716 with Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, NJ 07073, at a total cost not to exceed \$11,500.00.
2. Certified copies of this Resolution be forwarded to the Chief of Police and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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





# GTBM

Better Solutions Every Day

## Gold Type Business Machines, Inc.

351 Paterson Avenue  
 East Rutherford, NJ 07073  
 Phone: 201.935.5090  
 Fax: 201.935.7022

Date:  
 Prepared by:

January 5, 2023  
 SI

TO: Highland Park Police Department

2023 Budget

QTY	PART #	DESCRIPTION	PRICE PER TICKET	EXTENDED
1340	ET	E-Ticket (1st Quarter)	\$ 1.67	\$ 2,237.80
1340	ET	E-Ticket (2nd Quarter)	\$ 1.67	\$ 2,237.80
1340	ET	E-Ticket (3rd Quarter)	\$ 1.67	\$ 2,237.80
1340	ET	E-Ticket (4th Quarter)	\$ 1.67	\$ 2,237.80
		Agreement Type: Quarterly Commitment :1340		
		The E-Ticket information is only an estimate based off of the previous (4) quarters. Your department may issue more or less tickets than previous quarters. The totals will always fluctuate based of how may actual tickets your department processes per current quarter. PLEASE ALLOT FOR POSSIBLE INCREASES WITH WRITTEN TICKETS.		

TOTAL PROJECT \$ 8,951.20

*\*Due to product availability, technology upgrades and/or limited distribution. Pricing is valid for 45 days from date of quotation.*



**GTBM**  
Better Solutions Every Day

# QUOTE

**Gold Type Business Machines, Inc.**

351 Paterson Avenue  
East Rutherford, NJ 07073  
Phone: 201.935.5090  
Fax: 201.935.7022

Date: January 5, 2023  
Prepared by: SI

**TO: Highland Park Police Department**

2023 Budget

QTY	PART #	DESCRIPTION	PRICE	EXTENDED
9	ICOP-M	Info-Cop License Renewal Agreement Type: Annual	\$ 262.50	\$ 2,362.50
		The Info-Cop information is only an estimate based off of the previous billing. The total is subject to change if the department increases or decreases the license count. Please allot for possible fluctuation.		

**TOTAL PROJECT \$ 2,362.50**

*\*Due to product availability, technology upgrades and/or limited distribution. Pricing is valid for 45 days from date of quotation.*

**RESOLUTION 2-23-41  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO ACCEPT DONATION OF A VEHICLE FROM THE  
TOWNSHIP OF NORTH BRUNSWICK**

**WHEREAS**, the Borough of Highland Park is currently in need of a vehicle within the division of emergency management; and

**WHEREAS**, the Township of North Brunswick has a 2011 Chevrolet Tahoe (VIN# 1GNSK2E00BR223622) that is no longer needed for their municipal purposes and has generously offered to donate this vehicle to the Borough of Highland Park; and

**WHEREAS**, pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-36(2), a municipality may convey property no longer needed for public use to other political entities without public sale; and

**WHEREAS**, the Mayor and Council have determined that it is in the best interest of the Borough to accept this donation and take title to the 2011 Chevrolet Tahoe (VIN# 1GNSK2E00BR223622) from the Township of North Brunswick.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park does hereby accept the donation of the above-referenced vehicle and offers its gratitude to the Township of North Brunswick for its donation.

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 7<sup>th</sup> day of February 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION 1-23-42  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWAL WITH THE  
LOWER RARITAN WATERSHED ASSOCIATION AT 101 RARITAN AVENUE**

**WHEREAS**, the Borough of Highland Park is the owner of 101 Raritan Avenue, Block 1704, Lot 48; and

**WHEREAS**, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

**WHEREAS**, on April 5, 2022 the Borough Council of the Borough of Highland Park adopted Ordinance No. 22-2047 authorizing a lease agreement with the Lower Raritan Watershed Partnership for use of 101 Raritan Avenue; and

**WHEREAS**, the lease agreement with Lower Raritan Watershed Partnership ended on December 31, 2022; and

**WHEREAS**, the Borough and the Lower Raritan Watershed Partnership wish to renew the lease agreement for another year, or until such time the Borough needs the property to advance its redevelopment plans or the Lower Raritan Watershed Partnership no longer has use for the facility.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that the Mayor and Borough Clerk are hereby authorized to execute the attached lease agreement with the Lower Raritan Watershed Partnership for 101 Raritan Avenue for term expiring on December 31, 2023.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

## **LEASE**

This Lease is made on this 7<sup>th</sup> day of February 2023, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and Lower Raritan Watershed Partnership, a nonprofit corporation of the State of New Jersey, PO Box 446, New Brunswick, New Jersey 08903 (hereinafter referred to as the “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant 101 Raritan Avenue, Highland Park, New Jersey 08904 (“Property”).
2. Term. The term of this Lease shall be from January 1, 2023 and ending December 31, 2023, with an option for the Tenant to continue on a month-to-month basis thereafter.
3. Rent. The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenants for their nonprofit programming including, but not limited to, its Paddle Build Workshops and Community Boat Building programs as well as other programs devoted to the conserving, protecting and restoring the lands and waters of the Raritan River.
4. Use of Property. The Tenant agrees to accept the Property in “as-is” condition. The Tenant further agrees to clean the interior of the Property and also beautify the exterior of the Property including, but not limited to, the installation of planters and appropriate signage, as permitted by the Landlord’s signage regulation indicating the Tenant’s use of the Property. The Tenant further agrees to use the Property to

communicate stormwater best management practices as a part of the Landlord MS4 stormwater outreach requirements and to assist making the link between resident environmental stewardship and water quality improvements in the Raritan River. The Tenant also agrees to the following programming during the term of the Lease including:

- A. Tabling at Highland Park Earth Day 2022, May 1 Event on the theme: “Flooding in Central Jersey: Climate Change Impact and Solutions.”
  - B. Targeted outreach to, and engagement of, the Highland Park community for an 8-week boat build workshop hosted by the Tenant.
  - C. Community activity water quality monitoring of the Landlord’s Mill Brook, a tributary of the Raritan River, making the link between stormwater management and water quality.
  - D. Development of “Soak Up the Rain”, Newsletter #2 for the Landlord’s Stormwater Webpage, including overview of the Boat Build Initiative.
  - E. November 2022 clean-up of Donaldson Park in partnership with Middlesex County Parks.
5. Sublease. The Tenant shall not sublease any portion of the Property.
6. Utilities/Maintenance. The Tenant shall be responsible for the payment of any and all utilities associated with the Property. The Tenant agrees to maintain adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order to not create a fire hazard.

7. Locks. The Tenant shall, at all times, provide the Landlord with a key to the subject Property and shall not add locks or change the locks without first providing Landlord with a key for the new locks.
8. Care of the Property. The Tenant accepts the Property in its present condition. The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease. The Tenant shall be responsible for all routine repairs, replacement and damages caused by the act or neglect of the Tenant and/or the Tenant's employees, contractors, subcontractors and visitors. The Tenant will remove all of the Tenant's property at the end of the Lease. The Landlord shall be responsible for the repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.
9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations or improvements to the Property.
10. Signage. The Tenant may attach a sign to the Property in compliance with the Landlord's sign ordinance.
11. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
12. Maintenance. The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease. The Tenant shall be solely responsible for the

condition, repairs, maintenance to and replacement of any services to the Property, compliance with all codes and regulations affecting the Property or the Tenant's use of the Property. In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.

13. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof and major structural repairs only, unless caused by the Tenant's misuse or negligence.
14. Insurance. The Landlord shall provide general liability and fire insurance for the Property.
15. Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.
16. Tenant's Covenants. The Tenant covenants to the Landlord that it shall:
  - (a) Pay for all routine repairs, replacements and damages to the Property.
  - (b) Continuously operate the programming of Tenant.
  - (c) Keep and maintain the Property and grounds in a neat, clean, safe and sanitary condition and, if necessary, hire janitorial services to this end.
  - (d) Take good care of the Property and all equipment and fixtures.
  - (e) Keep the sidewalk and entryway free from dirt and garbage.
  - (f) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
  - (g) Promptly notify the Landlord when there are conditions which need repair.



- (h) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
  - (i) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
  - (j) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
  - (k) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
  - (l) Do nothing to destroy, deface, damage or remove any part of the Property.
  - (m) Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
  - (n) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.
17. Quiet Enjoyment. The Tenant may remain in and use the Property without interference subject to the terms of this Lease.
18. Hazardous Use. The Tenant will not store on the Property anything which is flammable or explosive.
19. Workers' Compensation Insurance. The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by the Tenant naming the Landlord as an additional insured.
20. Indemnification. Tenant shall defend, save and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
21. Fire and Extended Coverage. The Tenant shall insure the Tenant's property within the Property. The Landlord shall not be responsible for any damage to the Tenant's property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
22. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.

23. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
24. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
25. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

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

LANDLORD:  
BOROUGH OF HIGHLAND PARK

By: \_\_\_\_\_  
Mayor Elsie Foster

TENANT:  
LOWER RARITAN WATERSHED  
PARTNERSHIP

\_\_\_\_\_  
Amy Braunstein, Esq.  
Board Secretary

By: \_\_\_\_\_  
Heather Fenyk, Ph.D., AICP/PP  
Board President

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**RESOLUTION 1-23-43  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWALS WITH MAIN STREET  
HIGHLAND PARK AND THE REFORMED CHURCH AFFORDABLE HOUSING  
CORPORATION FOR 212 RARITAN AVENUE**

**WHEREAS**, the Borough of Highland Park is the owner of 212 Raritan Avenue, Block 2202, Lot 4; and

**WHEREAS**, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

**WHEREAS**, on April 5, 2022 the Borough Council of the Borough of Highland Park adopted Ordinance No. 22-2047 authorizing lease agreements with Main Street Highland Park for use of the first floor of 212 Raritan Avenue as its primary office; and

**WHEREAS**, Ordinance No. 22-2047 authorized a lease agreement with the Reformed Church of Highland Park-Affordable Housing Corporation (RCHP-AHC) for use of the second floor of 212 Raritan Avenue as a year-round emergency shelter for residents on an as-needed basis, including Code Blue emergencies and storm events; and

**WHEREAS**, both lease agreements ended on December 31, 2022; and

**WHEREAS**, the Borough, Main Street Highland Park and the RCHP-AHC wish to renew the lease agreements for a one-year term, or until such time the Borough needs the property to advance its redevelopment plans or the RCHP-AHC no longer has use for the facility.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute the attached lease renewal agreements with Main Street Highland Park and the Reformed Church of Highland Park-Affordable Housing Corporation for 212 Raritan Avenue for term expiring December 31, 2023.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

## **LEASE**

This Lease is made on this 7<sup>th</sup> day of February 2022, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and MAIN STREET HIGHLAND PARK, a nonprofit corporation of the State of New Jersey, having its principal offices located at 212 Raritan Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the 1<sup>st</sup> floor office space of 212 Raritan Avenue, Highland Park, New Jersey 08904 (“Property”).
2. Term. The term of this Lease shall be from January 1, 2023 and ending December 31, 2023, with the term automatically renewing at the request of the Tenant for 12 month increments provided, however, that neither the Landlord or Tenant has given written notice to the other at least 90 days before the expiration of the term for non-renewal.
3. Rent. The Landlord shall charge the tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant’s vital and important roles which it plays to ensure the vitality of the Landlord’s downtown area. The Tenant acknowledges that the otherwise Fair Market Value of the Tenant’s rental of the Property would be \$16,800.00 per year.
4. Sublease. The Tenant is permitted to sublease space within the Property but only with the prior written approval of the Landlord, said approval not to be unreasonably withheld.

5. Utilities/Maintenance. The Tenant is responsible for obtaining and paying any and all utilities associated with the Property whether separately metered or not. The tenant also is responsible for obtaining and paying for internet and cable services for the Property. In the event that the Tenant fails to pay any and all such utility bills, the Landlord may pay said bills and deduct the payment from the Landlord's annual appropriation to the Tenant. The Tenant agrees to maintain adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order to not create a fire hazard. The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk and plowing the adjacent parking area.
6. Locks. The Tenant shall, at all times, provide the Landlord with a key to the subject Property and shall not add locks or change the locks without first providing Landlord with a key for the new locks.
7. Use of Property. The Tenant may use the Property as office space for Main Street Highland Park.
8. Care of the Property. The Tenant accepts the Property in its present condition. The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease. The Tenant shall be responsible for all routine repairs, replacement and damages caused by the act or neglect of the Tenant and/or the Tenant's employees, contractors, subcontractors and visitors. The Tenant will remove all of the Tenant's property at the end of the Lease. The Landlord shall be responsible for the repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.
9. Alterations/Improvements. The Tenant shall not, without prior written consent of the

- Landlord, make any alterations, additions, installations or improvements to the Property.
10. Signage. The Tenant may attach a sign to the Property in compliance with the Landlord's sign ordinance.
  11. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
  12. Maintenance. The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease. The Tenant shall be solely responsible for the condition, repairs, maintenance to and replacement of any services to the Property, compliance with all codes and regulations affecting the Property or the Tenant's use of the Property. In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.
  13. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof and major structural repairs only, unless caused by the Tenant's misuse or negligence.
  14. Insurance. The Landlord shall provide general liability and fire insurance for the Property.
    - (a) Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

15. Tenant's Covenants. The Tenant covenants to the Landlord that it shall:

- (a) Pay for all repairs, replacements and damages to the Property.
- (b) Continuously operate the business of Tenant during normal business hours, and not desert or abandon the Property.
- (c) Keep and maintain the Property and grounds in a neat, clean, safe and sanitary condition and, if necessary, hire janitorial services to this end.
- (d) Take good care of the Property and all equipment and fixtures.
- (e) Keep the sidewalk and entryway free from dirt and garbage.
- (f) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
- (g) Promptly notify the Landlord when there are conditions which need repair.
- (h) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
- (i) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (j) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
- (k) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
- (l) Do nothing to destroy, deface, damage or remove any part of the Property. Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
- (m) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.

16. Quiet Enjoyment. The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

17. Hazardous Use. The Tenant will not store on the Property anything which is flammable or explosive.

18. Workers' Compensation Insurance. The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by



the Tenant naming the Landlord as an additional insured.

19. Indemnification. Tenant shall defend, save and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
20. Fire and Extended Coverage. The Tenant shall insure the Tenant's property within the Property. The Landlord shall not be responsible for any damage to the Tenant's property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
21. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
22. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
23. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
24. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

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

LANDLORD:  
BOROUGH OF HIGHLAND PARK

By: \_\_\_\_\_  
Mayor Elsie Foster

WITNESS/ATTEST

\_\_\_\_\_

TENANT:  
MAIN STREET HIGHLAND PARK

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

## LEASE

This Lease is made on this 7<sup>th</sup> day of February 2023, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and the Reformed Church of Highland Park – Affordable Housing Corp. (“RCHP- AHC”), a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the 2<sup>nd</sup> floor apartment within 212 Raritan Avenue, Highland Park, New Jersey 08904 (“Property”).
2. Term. The term of this Lease shall be from January 1, 2023 and ending December 31, 2023, with an option for the Tenant to continue on a month-to-month basis thereafter.
3. Rent. The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant operating an emergency shelter referenced herein below for the residents of the Borough of Highland Park.
4. Tenant Responsibilities. In accordance with the Agreement entered into by and between the Landlord and Tenant on December 1, 2020, a copy of which is attached hereto as Exhibit A and made a part hereof, the Tenant agrees to use the Property to

provide emergency shelter year-round to residents of the Borough of Highland Park on an as-needed basis, including Code Blue emergencies, storm events, etc.

5. Sublease. The Tenant shall not sublease any portion of the Property.
6. Utilities/Maintenance. The Landlord is responsible for obtaining and paying any and all utilities associated with the Property. The tenant is responsible for obtaining and paying for internet and cable services for the Property. The Tenant agrees to maintain adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order to not create a fire hazard. The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk and plowing the adjacent parking area.
7. Locks. The Tenant shall, at all times, provide the Landlord with a key to the subject Property and shall not add locks or change the locks without first providing Landlord with a key for the new locks.
8. Care of the Property. The Tenant accepts the Property in its present condition. The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease. The Tenant shall be responsible for all routine repairs, replacement and damages caused by the act or neglect of the Tenant and/or the Tenant's employees, contractors, subcontractors and visitors. The Tenant will remove all of the Tenant's property at the end of the Lease. The Landlord shall be responsible for the repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.

9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations or improvements to the Property.
10. Signage. The Tenant may attach a sign to the Property in compliance with the Landlord's sign ordinance.
11. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
12. Maintenance. The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease. The Tenant shall be solely responsible for the condition, repairs, maintenance to and replacement of any services to the Property, compliance with all codes and regulations affecting the Property or the Tenant's use of the Property. In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.
13. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof and major structural repairs only, unless caused by the Tenant's misuse or negligence.
14. Insurance. The Landlord shall provide general liability and fire insurance for the Property.
  - (a) Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations or



improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

15. Tenant's Covenants. The Tenant covenants to the Landlord that it shall:

- (a) Pay for all repairs, replacements and damages to the Property.
- (b) Continuously operate the shelter when needed.
- (c) Keep and maintain the Property and grounds in a neat, clean, safe and sanitary condition and, if necessary, hire janitorial services to this end.
- (d) Take good care of the Property and all equipment and fixtures.
- (e) Keep the sidewalk and entryway free from dirt and garbage.
- (f) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
- (g) Promptly notify the Landlord when there are conditions which need repair.
- (h) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
- (i) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (j) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
- (k) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
- (l) Do nothing to destroy, deface, damage or remove any part of the Property.
- (m) Do nothing to destroy the peace and quiet of the Landlord's other tenants in the Property.
- (n) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.

16. Quiet Enjoyment. The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

17. Hazardous Use. The Tenant will not store on the Property anything which is flammable or explosive.
18. Workers' Compensation Insurance. The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by the Tenant naming the Landlord as an additional insured.
19. Indemnification. Tenant shall defend, save and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
20. Fire and Extended Coverage. The Tenant shall insure the Tenant's property within the Property. The Landlord shall not be responsible for any damage to the Tenant's property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
21. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
22. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
23. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
24. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

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

LANDLORD:  
 BOROUGH OF HIGHLAND PARK

By: \_\_\_\_\_  
 Mayor Elsie Foster

TENANT:  
 REFORMED CHURCH OF  
 HIGHLAND PARK – AFFORDABLE  
 HOUSING CORP. (RCHP-AHC)

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



BOROUGH OF HIGHLAND PARK – REFORMED CHURCH OF HIGHLAND PARK  
AFFORDABLE HOUSING CORPORATION  
EMERGENCY SHELTER PROGRAM AGREEMENT

This Agreement entered into on this 1<sup>st</sup> day of December 2020, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices located at 221 S. Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the "Borough") and the Reformed Church of Highland Park Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "RCHP-AHC").

WITNESS

WHEREAS, the Borough wishes to provide an available shelter to residents needing assistance when a winter Code Blue emergency is declared and a warming shelter is needed; and

WHEREAS, the Borough also wishes to provide temporary housing on an as-needed basis during severe weather incidents or fire damage which renders a residence uninhabitable; and

WHEREAS, the Borough is the owner of real property located 212 Raritan Avenue which has an upstairs apartment which is currently vacant but is maintained by the Borough; and

WHEREAS, RCHP-AHC is an experienced nonprofit that has, in the past, offered assistance to the Borough to operate and manage on a year-round basis an emergency shelter; and

WHEREAS, the Borough has determined that the apartment located at 212 Raritan Avenue is currently not needed for any other public use other than for an emergency shelter use.

NOW, THEREFORE, in consideration of \$10.00 and good and other valuable consideration and the mutual promises set forth hereinbelow, the Borough and RCHP-AHC agree as follows:

1. The Borough agrees to designate the apartment located at 212 Raritan Avenue as an emergency shelter to be utilized to house Borough residents as an emergency shelter during Code Blue emergency declarations during the colder months and year-round to be utilized as an emergency shelter by residents who may have had their residence storm damaged, damaged by fire or other act of god.
2. The Borough hereby designates RCHP-AHC to oversee the operation of the emergency shelter referenced hereinabove. RCHP-AHC shall train and assign a residential manager who may reside in the apartment when it is not in use as an emergency shelter and oversee the operation of the apartment when it is in service as an emergency shelter.
3. RCHP-AHC, in consultation with the Borough Administrator, will be responsible for determining when Borough residents shall be permitted to utilize the above-referenced apartment for temporary shelter. Only residents who have requested emergency shelter through either RCHP-AHC or the Borough shall be permitted to utilize the emergency shelter once approved. The apartment shall not be utilized as a walkup shelter but rather the individual wishing to utilize the shelter must contact either RCHP-AHC or the Borough within a reasonable period of time prior to actually taking occupancy of the shelter.

- 4. The use of the aforementioned apartment shall commence as an emergency shelter on December 1, 2020 and terminate on November 30, 2021.
- 5. RCHP-AHC shall quarterly submit a report to the Borough Administrator setting out the use to which the shelter was put during the previous quarter and an affirmation of the continued tax exempt status of RCHP-AHC as a nonprofit corporation pursuant to both federal and state law.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

BOROUGH OF HIGHLAND PARK



*Jennifer Santiago*  
 \_\_\_\_\_  
 Jennifer Santiago, Deputy Clerk

By: *Gayle Brill Mittler*  
 \_\_\_\_\_  
 Gayle Brill Mittler, Mayor

REFORMED CHURCH OF HIGHLAND PARK  
 AFFORDABLE HOUSING COPORATION

\_\_\_\_\_  
 , Secretary

By: *Adriano K. ...*  
 \_\_\_\_\_  
 , President / CEO



**RESOLUTION 1-23-44  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWALS WITH THE  
REFORMED CHURCH OF HIGHLAND PARK-AFFORDABLE HOUSING  
CORPORATION FOR 127-133 RARITAN AVENUE**

**WHEREAS**, the Borough of Highland Park is the owner of 127-133 Raritan Avenue, Block 1704, Lots 41 and 42, also formerly known as the Rutgers Gun and Boat Shop; and

**WHEREAS**, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

**WHEREAS**, on November 9, 2021 the Borough Council of the Borough of Highland Park adopted Ordinance No. 21-2037 authorizing lease agreements with the Reformed Church of Highland Park-Affordable Housing Corporation (RCHP-AHC) for use of the first floor storefront and garage and the second floor apartment at 127-133 Raritan Avenue; and

**WHEREAS**, the lease agreement for the first floor ended on May 15, 2022 and the agreement for the second floor ended on November 14, 2022; and

**WHEREAS**, the Borough and the RCHP-AHC wish to renew the lease agreements for a one-year term, or until such time the Borough needs the property to advance its redevelopment plans or the RCHP-AHC no longer has use for the facility.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that the Mayor and Borough Clerk are hereby authorized to execute the attached lease renewal agreements with the Reformed Church of Highland Park-Affordable Housing Corporation for 127-133 Raritan Avenue for a term expiring December 31, 2023.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK – REFORMED CHURCH OF HIGHLAND PARK  
AFFORDABLE HOUSING CORPORATION  
AFFORDABLE RENTAL HOUSING UNIT AGREEMENT**

This Agreement entered into on this 7<sup>th</sup> day of February 2023, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices located at 221 S. Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Borough”) and the Reformed Church of Highland Park Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as “RCHP-AHC”).

**WITNESSETH:**

**WHEREAS**, the Borough is the owner of property located at 127 Raritan Avenue and 133 Raritan Avenue, known and designated as Block 1704, Lots 41 and 42 on the Borough tax maps, respectively, (hereinafter the “Property”), which property includes a two-story building, with a residential apartment on the second floor and a parking area with delineated parking spots; and

**WHEREAS**, the Property is currently vacant and the Borough desires to utilize this resource and put it to beneficial use until other plans for redevelopment are developed and implemented; and

**WHEREAS**, the Borough wishes to provide an affordable housing apartment on the second floor of the aforementioned building and parking spaces for the apartment residents; and

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

**WHEREAS**, RCHP-AHC is an experienced nonprofit that has served as a valuable community resource and offered assistance to the Borough and community by supporting individuals and families in need; and

**WHEREAS**, the Borough wishes to lease the second floor apartment to RCHP-AHC so it can provide an affordable housing unit for a qualified tenant; and

**WHEREAS**, the Borough has determined that the residential apartment unit on the second floor of the building located at 127 Raritan Avenue and two parking spaces located at 133 Raritan Avenue are not currently needed for any other public use.

**NOW, THEREFORE**, the Borough and RCHP-AHC agree as follows:

1. The Borough agrees to lease the apartment located at 127 Raritan Avenue and two (2) parking spaces located at 133 Raritan Avenue to the RCHP-AHC to be utilized as affordable housing and parking for qualified Borough residents for a term ending on December 31, 2023.
2. RCHP-AHC shall pay one thousand (\$1,000.00) dollars per month to the Borough in consideration for leasing the space.
3. RCHP-AHC shall be responsible for repairs and/or modifications of the residential apartment so that a certificate of occupancy can be issued for use of the apartment.
4. RCHP-AHC shall be responsible for identifying a tenant who qualifies for affordable housing to reside in the apartment.
5. RCHP-AHC shall be responsible for ongoing maintenance of the residential unit throughout the term of the lease agreement, including snow removal from the parking area and sidewalks.

6. RCHP-AHC shall be responsible for payment of all utilities for the residential unit.
7. Two parking spaces designated by the Borough in the parking lot at 133 Raritan shall be provided strictly for use by the tenant of the affordable housing unit only. If the tenant fails to abide by the parking limitation or location, the Borough shall have the right to discontinue the provision of two parking spaces for the tenant.
8. If during the term of this agreement the Borough determines that it needs access to the building for redevelopment purposes, the Borough shall give RCHP-AHC sixty (60) days' notice to vacate so that alternative housing can be found for the tenant.
9. The initial term of this agreement shall be for one (1) year, with options for one (1) year renewals. The RCHP-AHC shall notify the Borough Administrator no later than seventy-five (75) days prior to the end of the term if it desires to renew the lease agreement, and the Borough Administrator shall advise the RCHP-AHC no later than sixty (60) days prior to the end of the term if the Borough agrees to renew the agreement for another year.
10. RCHP-AHC shall provide the Borough with a certificate of insurance for general liability and naming Highland Park Borough as an additional insured prior to entering the residential unit to complete the work required for a certificate of occupancy. RCHP-AHC is required to provide a certificate of insurance to the Borough Administrator.
11. Before any tenant takes occupancy, RCHP-AHC shall provide the Borough Administrator with proof that the tenant who occupies the affordable unit has

obtained insurance for the contents of the residential unit or must provide documentation that the tenant understands the risks and have opted not to get coverage.

12. RCHP-AHC shall submit annual reports to the Borough Administrator to meet the requirements of N.J.S.A. 40A:12-14(c), including the activities undertaken in furtherance of the public purpose, the approximate value of cost of such activities, and affirmation of the continued tax-exempt status of RCHP-AHC as a nonprofit corporation pursuant to both State and federal law.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

BOROUGH OF HIGHLAND PARK

\_\_\_\_\_  
Jennifer Santiago, Municipal Clerk

By: \_\_\_\_\_  
Elsie Foster, Mayor

REFORMED CHURCH OF HIGHLAND PARK  
AFFORDABLE HOUSING COPORATION

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President

**BOROUGH OF HIGHLAND PARK – REFORMED CHURCH OF HIGHLAND PARK  
AFFORDABLE HOUSING CORPORATION  
AFGHAN REFUGEE SUPPLY STORAGE AGREEMENT**

This Agreement entered into on this 7<sup>th</sup> day of February 2023, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices located at 221 S. Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Borough”), and the Reformed Church of Highland Park Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as “RCHP-AHC”).

**WITNESS**

**WHEREAS**, the Borough is the owner of property located at 127 Raritan Avenue and 133 Raritan Avenue, known and designated as Block 1704, Lots 41 and 42 on the Borough tax maps respectively, (hereinafter the “Property”), which property includes a two-story building with a large storefront, inventory space, and a garage on the first floor of the building at 127 Raritan Avenue and a parking area at 133 Raritan Avenue; and

**WHEREAS**, the Property is currently vacant and the Borough desires to utilize this resource and put it to beneficial use until other plans for redevelopment are implemented; and

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

**WHEREAS**, RCHP-AHC is an experienced nonprofit that has served as a valuable community resource and offered assistance to the Borough and community in support of individuals and families in need; and

**WHEREAS**, the Borough wishes to lease a portion of the building on the Property, namely the storefront and inventory area (excluding the garage) on the first floor of the building

to RCHP-AHC for temporary storage of supplies that are being collected for Afghan refugees;  
and

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

**WHEREAS**, the Borough has determined that a portion of the first floor of the building, including the storefront and inventory area, located at 127 Raritan Avenue, is currently not needed for any other public use.

**NOW, THEREFORE**, the Borough and RCHP-AHC agree as follows:

1. The Borough shall lease a portion of the Property, more specifically the storefront and inventory area on the first floor of the building (excluding the garage) to RCHP-AHC for a term expiring on December 31, 2023.
2. RCHP-AHC shall pay five hundred (\$500.00) dollars per month to the Borough in consideration for leasing the space.
3. RCHP-AHC shall be responsible for clean-up of the first-floor leased space, including the front windows, with support from the Borough as needed. Requests for assistance from the Borough shall be made through the Borough Administrator.
4. RCHP-AHC shall be responsible for ongoing maintenance of the space it is occupying throughout the term of this agreement, including snow removal from the parking area and sidewalks.
5. This agreement and use of the aforementioned portion of the first floor of the building shall commence terminate on December 31, 2023.

6. RCHP-AHC shall provide the Borough with a certificate of insurance for general liability and naming Highland Park Borough as an additional insured prior to taking occupancy of the lease are of the building.
7. RCHP-AHC shall maintain its tax-exempt status as a nonprofit corporation pursuant to both State and federal law throughout the term of this agreement.
8. This agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party.
9. At the conclusion of the term of this agreement, RCHP-AHC shall submit a report to the Borough Administrator describing the activities undertaken in furtherance of the public purpose of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

**BOROUGH OF HIGHLAND PARK**

\_\_\_\_\_  
Jennifer Santiago, Municipal Clerk

By: \_\_\_\_\_  
Elsie Foster, Mayor

**REFORMED CHURCH OF HIGHLAND PARK  
AFFORDABLE HOUSING COPORATION**

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
, President



**RESOLUTION 2-23-45  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ISSUANCE OF RFP FOR  
EMERGENCY REPAIRS TO THE WATER & SEWER SYSTEM**

**WHEREAS**, it is necessary to perform emergency repairs to the water & sewer system within the Borough of Highland Park.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Borough Administrator and the Department of Public Works are hereby authorized and directed to seek RFP's for emergency repairs to the water & sewer system.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-46  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the annual Salary Resolution No. 01-23-20, which was adopted on January 17, 2023, showing the names, titles and salaries of the officers and employees of the Borough of Highland Park, is amended as follows:

- Deborah Layton, Part-Time Crossing Guard, \$20.14 per hour, effective 02/06/2023
- Santina Garguilo, Part-Time Public Safety Telecommunicator, \$23.36 per hour, effective 02/13/2023
- Maureen Pampinto, Assistant to the Borough Clerk, \$44,000.00 annually, effective 2/1/2023
- Matthew Ware, Community Services Assistant (Recreation), \$43,832.00 annually, effective 2/16/2023
- Sean Bibby, Police Officer, \$126,052.00 annually, effective 6/10/2023
- Caitlyn Dean, Police Officer, \$78,017.00 annually, effective 3/19/2023
- Bryant Fitzgerald, Police Officer, \$103,193.00 annually, effective 11/24/2023
- Joseph Nickas, Police Officer, \$61,233.00 annually, effective 12/20/2023
- Joseph Olarra, Jr., Police Officer, \$103,193.00 annually, effective 11/24/2023
- Adalberto Pachecho, Police Officer, \$94,801.00 annually, effective 2/11/2023
- Mark Reefer, Police Officer, \$52,841.00 annually, effective 2/01/2023
- Roland Sams, Police Officer, \$66,625.00 annually, effective 3/16/2023
- Justin Samson, Police Officer, \$52,841.00 annually, effective 12/01/2023
- Alexander Triana, Police Officer, \$61, 233.00 annually, effective 12/29/2023

**BE IT FURTHER RESOLVED** that the Chief Financial Officer 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.

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 7<sup>th</sup> day of February 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-47  
BOROUGH OF HIGHLAND PARK  
MIDDLESEX COUNTY**

**RESOLUTION AUTHORIZING ISSUANCE OF TAXI OWNER(S) LICENSE FOR THE  
PURPOSE OF OWNING A TAXI CAB IN THE BOROUGH OF HIGHLAND PARK**

**WHEREAS**, EK No. 11 (AA Checker Cab) has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such Licenses for the year 2023; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that said applicant is qualified and that public necessity and convenience would be served by the issuance of said License.

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized and directed to issue an Owners License to the aforesaid applicant.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-48  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

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

**WHEREAS**, Ely Kotin has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such License for the year 2023; and

**WHEREAS**, the Chief of Police and/or his designee has investigated said applicant and has reported favorably upon said application.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that said applicant is qualified and that public necessity and convenience would be served by the issuance of said License.

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized and directed to issue an Operator License to the aforesaid applicant.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-49  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING APPROVAL OF BILLS LIST**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey 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 2/7/2023 can be found in the Bills List Journal Book No. 43.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-23-50  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**AMEND 2023 TEMPORARY BUDGET**

**WHEREAS**, N.J.S.A. 40A:4-19 allows for a municipality to adopt a temporary budget within the first 30 days of its budget year when contracts, commitments or payments need to be made prior to the adoption of the regular budget, and

**WHEREAS**, the Borough of Highland Park requires additional appropriations to maintain operations until such time that the Borough Budget is adopted.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that the following additional temporary emergency budget appropriations be authorized:

<b>DEPARTMENT</b>	<b>TYPE</b>	<b>AMOUNT</b>
Borough Clerk	O/E	\$4,000.00
Stormwater Management	O/E	\$5,000.00
American Rescue Plan Firefighter 2022	O/E	\$31,000.00

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be transmitted to the Chief Financial Officer of the Borough.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-51  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION DESIGNATING COUNCIL REPRESENTATIVE  
TO MIDDLESEX COUNTY CDBG COMMITTEE**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that Councilwoman Stephany Kim-Chohan shall be and is hereby appointed to represent the Highland Park Governing Body as a member of the Middlesex County Housing and Community Development Committee for a term expiring December 31, 2023.

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 7<sup>th</sup> day of February 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-52  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPOINT COUNCIL REPRESENTATIVE TO PLANNING BOARD**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that Councilman Matthew Hale be and is hereby appointed as Council member of the Planning Board for a term expiring December 31, 2023.

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 7<sup>th</sup> day of February 2023.

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

RECORD OF COUNCIL VOTES

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



**RESOLUTION NO. 2-23-53  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO ESTABLISH 2023 COUNCIL STANDING COMMITTEES**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the Standing Committees of said Council for the year 2023 shall be and are hereby established as follows:

RECREATION AND ARTS	Councilpersons	_____, Canavera, Kim-Chohan
ECONOMIC DEVELOPMENT & PLANNING	Councilpersons	HALE, Kim-Chohan, Hersh
FINANCE	Councilpersons	KIM-CHOHAN, _____, Hale
HEALTH & HUMAN SERVICES	Councilpersons	CANAVERA, Hersh, George
PUBLIC SAFETY	Councilpersons	GEORGE, Hale, Canavera
PUBLIC WORKS & PUBLIC UTILITIES	Councilpersons	HERSH, George, _____

**BE IT FURTHER RESOLVED** that the first Councilpersons listed above for each Committee shall serve as Chair of that Committee.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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

**RESOLUTIN NO. 2-23-54  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTIVE SESSION**

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

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

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

1. The public shall be excluded from the closed session at close of tonight’s open session.
2. The general nature of the subject matter to be discussed is as follows:  
  
JSM vs. Highland Park; Botteon vs. Borough of Highland Park
3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.
4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 7, 2023.

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

RECORD OF COUNCIL VOTES

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