

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
FEBRUARY 21, 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. Borough Council Vacancy Nominations.
 - Mayor calls for nominations to fill the vacancy of Councilperson for an unexpired term ending 12/31/2023.
MOTION adopt/reject **ROLL CALL VOTE**
 - Oath of Office administered to new Councilperson by Mayor Foster
5. Agenda Questions by Council Members.
6. Honors, Awards and Presentations.
 - Black History Month
 - Revaluation Update by Tom Mancuso, Borough Tax Assessor
7. Approval of Minutes.
8. Council Reports.
9. Borough Administrator’s Report.

10. Borough Attorney's Report.
11. Mayor's Report.
12. Public Participation.
(21 minutes total; 3 minutes each speaker limited to items on this Agenda, including Work Session).
13. Ordinances Requiring a Second Reading.
14. Ordinances Requiring a First Reading.
 - 14.a **Ordinance No. 23-2067** An Ordinance Amending and Supplementing the Code of the Borough of Highland Park, Chapter 380 Taxicabs, "Fares"

MOTION to approve/reject Ordinance No. 23-2067, authorize publication as required by law, and set up public hearing for March 14, 2023.

ROLL CALL VOTE

15. Consent Agenda Items - Resolutions.

MOTION adopt/reject

ROLL CALL VOTE

- 15.a *2-23-55 Resolution to Approve Professional Services Agreement - Public Defender - Frederick Roselli, Esq. - Roselli & Roselli
- 15.b *2-23-56 Resolution to Approve Professional Services Agreement - Borough Prosecutor - Robert Janzekovich, Esq. - Law Office of Robert J. Janzekovich, LLC
- 15.c *2-23-57 Resolution to Approve Professional Services Agreement for Risk Management Services - Balken Risk Management Consulting Services, LLC
- 15.d *2-23-58 Resolution to Approve Professional Services Agreement - Tax Appeal Attorney - Martin Allen, Esq. - DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.
- 15.e *2-23-59 Resolution to Approve Professional Services Agreement - Labor Attorney - Arthur Thibault, Esq. - Apruzzese, McDermott, Mastro & Murphy, P.C.
- 15.f *2-23-60 Resolution to Approve Professional Services Agreement - Borough Engineer - David Samuel - CME Associates
- 15.g *2-23-61 Resolution to Approve Professional Services Agreement - Borough Planner - James Constantine/Christopher Cosenza - LRK Inc.
- 15.h *2-23-62 Resolution to Approve Professional Services Agreement - Special Affordable Housing Attorney - Jeffrey Surenian, Esq. - Surenian, Edwards & Nolan LLC.
- 15.i *2-23-63 Resolution to Approve Professional Services Agreement - Borough Auditor -

Gerard Stankiewicz - Samuel Klein and Company

- 15.j *2-23-64 Resolution to Approve Professional Services Agreement - Special Redevelopment Attorney - Joseph Baumann, Esq. - McManimon, Scotland & Baumann, LLC
- 15.k *2-23-65 Resolution to Approve Professional Service Agreement - Special Planner - Brian M. Slaugh - Clarke, Caton, Hintz
- 15.l *2-23-66 Resolution to Approve Professional Services Agreement with McManimon, Scotland & Baumann LLC for Legal Services related to Litigation - JSM vs. HP
- 15.m *2-23-67 Resolution to Approve Professional Services Agreement with Phoenix Advisor's LLC for Municipal Advisor and Continuing Disclosure Services
- 15.n *2-23-68 Resolution Authorizing Reclassification of Community Development Block Grant (CDBG) Funds from Program Years 2015 & 2018
- 15.o *2-23-69 Resolution Authorizing Emergency Repairs to Garbage Truck 10 with Atlantic Detroit Diesel - Allison
- 15.p *2-23-70 Resolution to Authorize Purchase of Alcotest Machine from Drager, Inc. under State Contract No. T-3031 for the Highland Park Police Department.
- 15.q *2-23-71 Resolution Authorizing the Planning Board to Conduct An Area In Need Of Redevelopment Investigation of Certain Property Identified as Block 2202, Lots 1, 13, 19, 31, 37, 38, and 39 on the Borough's Tax Map to Determine Whether the Planning Board Finds that the Property Satisfies the Local Redevelopment and Housing Law In Need Criteria and Should Be Declared In Need Of Redevelopment without Condemnation Powers and Authorizing a Professional Services Agreement with Loony Ricks Kiss to Conduct the Area In Need of Redevelopment Study
- 15.r *2-23-72 Resolution Extending the Designation 232 Raritan Avenue, LLC, A Garden Homes Entity, as the Conditional Redeveloper for Property Identified as Tract C in the Downtown Redevelopment Plan and Amending the Interim Cost and Conditional Designation Agreement Accordingly
- 15.s *2-23-73 Resolution Authorizing Amendment to Salary Resolution
- 15.t *2-23-74 Resolution to Approve Bills List

16. Resolutions requiring a Separate Reading.

- 16.a 2-23-75 Resolution to Amend 2023 Municipal Temporary Budget
MOTION adopt/reject **ROLL CALL VOTE**
- 16.b *2-23-76 Resolution of Local Support of Application for a Class Five Retail License for BLKBRN, LLC to Operate a Retail Cannabis Business at 176 Woodbridge Avenue in the Borough of Highland Park, County of Middlesex, New Jersey
MOTION adopt/reject **ROLL CALL VOTE**

- 16.c *2-23-77 Resolution of Local Support of Application for a Class Five Retail License for Anja Life, LLC to Operate a Retail Cannabis Business at 225 Woodbridge Avenue in the Borough of Highland Park, County of Middlesex, New Jersey
MOTION adopt/reject **ROLL CALL VOTE**
- 16.d *2-23-78 Resolution of Local Support of Application for a Class Five Retail License for Herbalicity, LLC to Operate a Retail Cannabis Business at 246 Raritan Avenue in the Borough of Highland Park, County of Middlesex, New Jersey
MOTION adopt/reject **ROLL CALL VOTE**
- 16.e *2-23-79 Resolution of Local Support of Application for a Class Five Retail License for Floro Highland Park, LLC to Operate a Retail Cannabis Business at 85 Raritan Avenue in the Borough of Highland Park, County of Middlesex, New Jersey
MOTION adopt/reject **ROLL CALL VOTE**
- 16.f *2-23-80 Resolution of Local Support of Application For a Class Five Retail License for Main Street Dispensary, LLC to Operate a Retail Cannabis Business at 311 Raritan Avenue in the Borough of Highland Park, County of Middlesex, New Jersey
MOTION adopt/reject **ROLL CALL VOTE**

17. Appointments.

Board of Health

- Chris Woodward, Bd of Ed Representative
- Abby Stern-Cardinale
- Laurel Kornfeld
- Jesse Crosson

Commission for Universal Access

- Diane Feldman
- Scott Brescher, ADA Coordinator
- Lt. John Sachau, Police Dept. Representative

Emergency Management Council

- Lt. John Sachau, Deputy Coordinator

MOTION TO CONFIRM

ROLL CALL VOTE

18. Second Public Participation.

(3 minutes per speaker on any items; subject to 9PM conclusion prior to Work Session)

19. Recess (5 minutes).

20. Work Session Items: No formal action to be taken.

- 1. Vacant properties ordinance (EF).

21. Executive Session (if necessary).

22. MOTION to adjourn.

23. **Next Scheduled Meeting:** March 14, 2023 @ 7:00 PM

ORDINANCE NO. 23-2067

**AN ORDINANCE AMENDING AND SUPPLEMENTING
THE CODE OF THE BOROUGH OF HIGHLAND PARK,
CHAPTER 380 TAXICABS, "FARES"**

WHEREAS, the Borough of Highland Park regulates the fares which can be charged by the owners or drivers of taxicabs licensed by said Borough; and

WHEREAS, the current fares authorized to be charged were established by Ordinance in 1991 and last amended in 2014; and

WHEREAS, since 2014 the cost of operating taxicabs, including gas, tolls, taxes, healthcare, utilities and other costs have increased dramatically; and

WHEREAS, the Borough wishes to authorize an adjustment to the fares charged by taxicabs to a level commensurate with those authorized in surrounding municipalities.

BE IT ORDAINED, THEREFOR, BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, MIDDLESEX COUNTY, NEW JERSEY, THAT:

Section 1. **§ 380-5** of the "Code of the Borough of Highland Park" which establishes fares which may be charged by the owner or driver of taxicabs licensed within the Borough for transportation of passengers is amended to read as follows ([bracketed] fare is being deleted and the new fare is underlined):

§ 380-5. Fares.

The prices which may be charged by the owner or driver of taxicabs licensed hereunder for transportation of passengers for hire within the Borough shall not exceed the following rates:

A. Regular fare.

- (1) For the carriage of any two passengers from the same point of origin to the same point of discharge, the points of origin and discharge being within the limits of the Borough and one of the points being north of the Pennsylvania Railroad tracks, the regular fare shall be \$7.00 [~~\$3.65 during 2014; \$4.10 during 2015 and \$4.50 during 2016 or until further adjusted by the Borough~~]. The fare for each additional passenger to the same points described above shall be \$1.00.
- (2) For the carriage of any two passengers from the same point of origin and discharge, the points of origin and discharge both being within the limits of the Borough and not covered by Subsection **A(1)** as above, the regular fare shall be \$6.00 [~~\$3.35 during 2014; \$3.65 during 2015 and \$4.00 during 2016 or until further adjusted by the Borough~~]. The fare for each additional passenger to the same points described above shall be \$1.00 [~~\$0.65 during 2014; \$0.85 during 2015 and \$1.00 during 2016 or until further adjusted by the Borough~~].

B. The regular fare cited in Subsection **A** shall not apply to senior citizens during the following times:

- (1) Monday through Friday, except between the hours of 8:00 a.m. and 10:00 a.m. and between 4:00 p.m. and 7:00 p.m.
- (2) All day Saturday.

- C. The fare for senior citizens during the time cited in Subsection **B** of this section shall be as follows:
- (1) For the carriage of any one senior citizen from the point of origin to the point of discharge, the points of origin and discharge being within the limits of the Borough, the senior citizen fare shall be \$6.00 [~~\$2.50 during 2014; \$2.75 during 2015 and \$3.00 during 2016 or until further adjusted by the Borough~~].
 - (2) The fare for each additional senior citizen passenger to the same points described above shall be \$1.00 [~~\$0.65 during 2014; \$0.85 during 2015; and \$1.00 during 2016 or until further adjusted by the Borough~~].
- D. In the event that the point of origin and/or point of discharge is different for any of the passengers, then each passenger shall pay the regular fare of \$6.00 [~~\$3.50 during 2014; \$3.75 during 2015 and \$4.00 during 2016 or until further adjusted by the Borough~~] or senior citizens fare of \$5.00 [~~\$2.40 during 2014; \$2.60 during 2015 and \$2.75 during 2016 or until further adjusted by the Borough~~] as provided in Subsections **A**, **B** and **C**.
- E. For the carriage of three or four packages, the fare shall be an additional \$1.00 [~~\$0.25~~]. For the carriage of five to eight packages, the fare shall be an additional \$2.00 [~~\$0.50~~].
- F. The rates for packages described in Subsection **E** above shall also apply to suitcases.

Section 2. This Ordinance shall take effect upon its passage and publication as required by law.

Introduced on first reading by title: February 21, 2023

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago
Borough Clerk

Elsie Foster
Mayor

**RESOLUTION NO. 2-23-55
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - PUBLIC DEFENDER - FREDERICK ROSELLI, ESQ. - ROSELLI & ROSELLI

WHEREAS, the Borough of Highland Park has need of the services of a Public Defender for the calendar year of 2023 pursuant to the provisions of N.J.S.A. 2B:12-28; and

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

WHEREAS, Roselli & Roselli, are Attorneys at Law in the State of New Jersey with experience as Public Defenders and have heretofore been appointed as the Public Defender for 2023; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of said Public Defender; and

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

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-43-495-235 and T-12-56-500-006, in an amount not to exceed \$10,000.00, 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. 2023-11.

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. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with Roselli & Roselli, 11 Stephen Street, South River, NJ 08882, a proposed copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 21st 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 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Roselli & Roselli, Attorneys at Law, 11 Stephen Street, P.O. Box 300, South River, New Jersey 08882(hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Public Defender Services during the calendar year 2023; and

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

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

1. Effective January 1, 2023, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated December 14, 2022, the amount of said compensation shall not exceed **\$10,000.00**, unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

By: _____
Frederick D. Roselli
Attorney at Law, State of New Jersey

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 288
TRENTON, NJ 08646-0282

TAXPAYER NAME:

ROSELLI, FREDERICK D & THOMAS C

ADDRESS:

11 STEPHEN STREET
SOUTH RIVER, NJ 08882
EFFECTIVE DATE:

01/01/88

TRADE NAME:

ROSELLI & ROSELLI, ESQS.

SEQUENCE NUMBER:

0488123

ISSUANCE DATE:

05/13/05

FORM BR-CUR 2 (01)

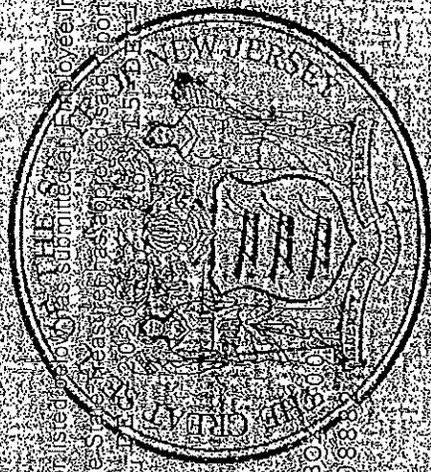
Director

John S. Tully

Certification 2-15-98

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

I hereby certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1, here set, and the State Treasurer has approved this report. This approval will remain in effect for the period of 15 months from 2/15/98 to 2/15/2000.



ROSEMARY S. ROSENBLAT
11 STEPHEN STREET, P.O. BOX 500
SOUTH RIVER, NJ 08881

Elizabeth Maher Moio
ELIZABETH MAHER MOIO
State Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conover Bayer Associates 2600 Highway 35 Manasquan NJ 08736		CONTACT NAME: Jennifer Garrecht CSR PHONE (A/C, No, Ext): (732) 223-9700 FAX (A/C, No): (732) 223-6044 EMAIL ADDRESS: jgarrecht@conoverbayer.com	
INSURED Roselli & Roselli 11 Stephen Street P.O. Box 300 South River NJ 08882		INSURER(S) AFFORDING COVERAGE INSURER A: AmGuard Ins Co, NAIC # 42390 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 Prof Liab **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NJ) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	Professional Liability			ROEL371225 Deductible \$5,000	10/24/2022	10/24/2023	Each Claim \$500,000 Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Insured's Records	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Warren Bayer/JRENGAR

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

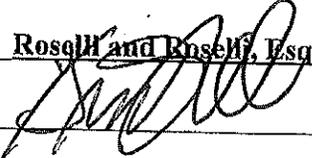
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Roselli and Roselli, Esq

SIGNATURE: 

PRINT NAME: Frederick D. Roselli

TITLE: Attorney - Partner

DATE: 12-13-2022

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



Signature – Frederick D. Roselli

12-13-2022

Date

Frederick D. Roselli, Roselli and Roselli, Esq

Name Company



Pay-To-Play Non-Fair and Open Contract Contribution Prohibition Language

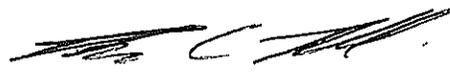
Political Contribution Disclosure. This contract has been awarded to Roselli & Roselli, Esqs. based on the merits and abilities of Roselli & Roselli to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et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



Sign

December 14, 2022
Date

Frederick D. Roselli, Esq. - Roselli & Roselli, Esqs.
Print Name and Company Name



Sign

December 14, 2022
Date

Thomas C. Roselli, Esq. - Roselli & Roselli, Esqs.
Print Name and Company Name

**RESOLUTION NO. 2-23-56
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH PROSECUTOR - ROBERT JANZEKOVICH, ESQ. - LAW OFFICE OF
ROBERT J. JANZEKOVICH, LLC**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Prosecutor for the calendar year of 2023 pursuant to the provisions of N.J.S.A. 2B:12-27; and

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

WHEREAS, Robert Janzekovich, Esq., is an Attorney at Law of the State of New Jersey with experience as a Municipal Prosecutor and has heretofore been appointed as the Municipal Prosecutor for 2023; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of said Municipal Prosecutor; and

WHEREAS, funds are available for this purpose and are not to exceed the amount of \$40,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-25-275-235 in an amount not to exceed \$40,000.00, 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. 2023-12.

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. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with Robert J. Janzekovich, LLC, 6 Julia Drive, Monroe Township, NJ 08831, a proposed copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 21st 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 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and the **Law Office of Robert J. Janzekovich, LLC**, 6 Julia Drive, Monroe Township, New Jersey 08831 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Prosecution Services during the calendar year 2023; and

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

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

1. Effective January 1, 2023, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.

2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated December 9, 2022; the amount of said compensation shall not exceed **\$40,000.00 annually**, unless amended by further action of the **BOROUGH** for the above mentioned services.

3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

LAW OFFICE OF ROBERT J. JANZEKOVICH, LLC

By: _____
Robert J. Janzekovich,
Attorney at Law, State of New Jersey

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature

Date

Print Name and Company

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-NOV-2018~~ to ~~15-NOV-2025~~



LAW OFFICE OF ROBERT J. JANZEKOVICH, LLC
6 JULIA DRIVE
MONROE TWP NJ 08831



ELIZABETH MAHER MUOIO
State Treasurer

**RESOLUTION NO. 2-23-57
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR RISK
MANAGEMENT SERVICES - BALKEN RISK MANAGEMENT CONSULTING
SERVICES, LLC.**

WHEREAS, the Borough of Highland Park desires to use Balken Risk Management Consulting Services, LLC for risk management consulting services; and

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

WHEREAS, the municipality authorizes the Garden State Municipal Joint Insurance Fund (Fund) to pay its Risk Management Consultant a fee as compensation for services rendered, an amount equal to 7% of the Borough’s annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within thirty (30) days of payment of the Municipality's assessment.

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. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with David L. Balken of Balken Risk Management Consulting Services LLC, 4 Walter E. Foran Blvd, Suite 105B, Flemington, NJ 08822, a proposed copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.
3. That certified copies of this Resolution be forwarded to the Borough Administrator, the Garden State Municipal Joint Insurance Fund and Balken Risk Management Services, LLC.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

THIS AGREEMENT entered this date of February 21, 2023 between

(member-name) BOROUGH OF HIGHLAND PARK County of MIDDLESEX

(hereinafter referred to as MUNICIPALITY) and (Risk Manager Name)

BALKEN RISK MANAGEMENT, (hereinafter referred to as the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the bylaws of the **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND** for the Fund year January 1, 2023 to December 31, 2023, and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the Insurance Commission of the MUNICIPALITY at a meeting held on date: February 21, 2023 and;

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

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the MUNICIPALITY in understanding the various coverages available from the **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**.
 - c) Review with the MUNICIPALITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such as coverages outside the FUND.



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

- d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Municipal safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY and the FUND.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND's bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The MUNICIPALITY authorizes the FUND to pay its CONSULTANT a fee as compensation for services rendered, an amount equal to 7 % of the MUNICIPALITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
 - b) For any insurance coverages authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

- c) **POLITICAL CONTRIBUTIONS.** This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44a-20,4 et. seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one-year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44a-1 et. seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44a-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.
3. The term of this agreement shall be for **1 (one) year**. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.
4. **AFFIRMATIVE ACTION.** During the performance of this agreement, the CONSULTANT agrees as follows:
- a) The CONSULTANT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;

- b) The CONSULTANT where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;
- c) The CONSULTANT, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the CONSULTANT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f) The CONSULTANT agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.



GARDEN STATE MUNICIPAL JIF

Risk Management Consultant's Agreement

- g) The CONSULTANT agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.
- h) The CONSULTANT agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- i) The CONSULTANT shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Town/Township/Borough/ City of

BALKEN RISK MANAGEMENT
Risk Manager Company Name

Fund Commissioner

DAVID L. BALKEN
Risk Manager Name

Date

JAN 30th 2023
Date

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature

Date

Print Name and Company

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2022** to **15-MAR-2025**



ACRISURE, LLC
100 OTTAWA AVENUE SW
GRAND RAPIDS MI 49509



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



Pay-To-Play Non-Fair and Open Contract Contribution Prohibition Language

Acrisure, LLC d/b/a Balken Risk Management

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

December 21, 2022

Sign

Date

David Balken

Acrisure, LLC d/b/a Balken Risk Management

Print Name and Company Name

**RESOLUTION NO. 2-23-58
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - TAX
APPEAL ATTORNEY - MARTIN ALLEN, ESQ. - DIFRANCESCO, BATEMAN,
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.**

WHEREAS, the Borough of Highland Park has need of the services of a Tax Appeal Counsel for the calendar year 2023; and

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

WHEREAS, Martin Allen, Esq. of the Law firm of Di Francesco, Bateman, Kunzman, Davis, Lehrer & Flaum is an Attorney at Law of the State of New Jersey with extensive experience in tax appeal matters and has heretofore been appointed as Tax Appeal Counsel for 2023; and

WHEREAS, the Mayor and Council desire to provide compensation for the Tax Appeal Counsel; and

WHEREAS, funds for this purpose are not to exceed the amount of \$25,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-20-155-245 in an amount not to exceed \$25,000.00, 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. 2023-13.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Martin Allen, Esq., DeFranscesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., 15 Mountain Boulevard, Warren, NJ 07059, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 21st 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 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Martin Allen, Esq., DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, PC, 15 Mountain Boulevard, Warren, NJ 07059 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Tax Appeal Counsel Services during the calendar year 2023; and

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

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

1. Effective January 1, 2023, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated December 21, 2022, the amount of said compensation shall not exceed **\$25,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

By: _____
Martin Allen, Esq.
DiFranscesco, Bateman, Kunzman, Davis,
Lehrer & Flaum, PC

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature

Date

Print Name and Company

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2022 to 15-Aug-2025

DIFRANCESCO, BATEMAN, COLEY YOSPIN
15 MOUNTAIN BOULEVARD
WARREN NJ 07059



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
HIGHLAND PARK BOROUGH

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that (name of business entity) DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period following January 1, 2023 date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Borough of Highland Park as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

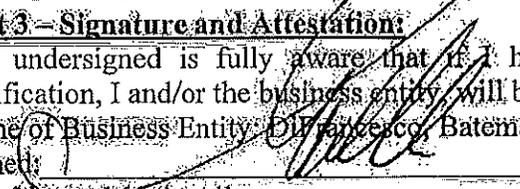
- Partnership Professional Corporation Sole Proprietorship Subchapter S Corp.
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Donald T. DiFrancesco	6 Forest Drive, Warren, New Jersey 07059
Christopher "Kip" Bateman	309 Bebe Court, Neshanic Station, New Jersey 08853
Stephen O. Davis	223 Carol Jean Way, Branchburg, New Jersey 08876
Richard P. Flaum	44 Park View Drive, Warren, New Jersey 07078

Part III - Signature and Attestation

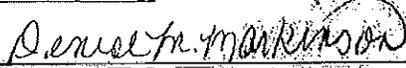
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, PC

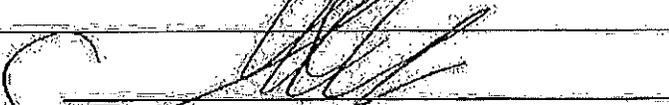
Signature: 
 Print Name: Martin Allen

Title: Partner
 Date: December 21, 2022

Subscribed and sworn before me this 21st day of December, 2022.



DENISE M. MARKINSON
 Notary Public, State of New Jersey
 My Commission Expires November 19, 2026



Martin Allen, Esq., Partner
DiFrancesco, Bateman, Kunzman,
Davis, Lehrer & Flaum, P.C.
 (Print name & title of affiant) (Corporate Seal)

**RESOLUTION 2-23-59
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
LABOR ATTORNEY - ARTHUR THIBAUT, ESQ. - APRUZZESE, MCDERMOTT,
MASTRO & MURPHY, P.C.**

WHEREAS, the Borough of Highland Park has need of the services of a Labor Consultant for the calendar year of 2022; and

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

WHEREAS, Arthur Thibault, Esq., is an Attorney at Law of the State of New Jersey with extensive experience in labor relations matters and has heretofore been appointed as Labor Consultant for 2023; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of said Labor Consultant; and

WHEREAS, funds for this purpose are not to exceed the amount of \$35,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3 -01-20-155-234 in an amount not to exceed \$35,000.00, 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. 2023-14.

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 Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with Arthur Thibault, Esq., Apruzzese, McDermott, Mastro & Murphy, 25 Independence Boulevard, Liberty Corner, NJ 07938, a proposed copy of which is attached hereto.
2. Notice of this contract shall be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 19th day of January, 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 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Arthur Thibault, Esq., Apruzzese, McDermott, Mastro & Murphy, 25 Independence Boulevard, Liberty Corner, New Jersey 07938 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with labor related issues during the calendar year 2023; and

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

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

1. Effective January 1, 2023., the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated December 22, 2022; the amount of said compensation shall not exceed **\$35,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and

out of pocket expenses incurred in carrying out its duties, as set forth in *Schedule A*.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

By: _____
Arthur Thibault, Esq.

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities,

labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

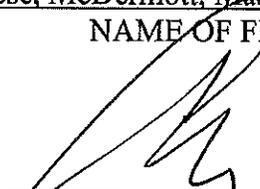
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

SUBMITTED BY:

Apruzzese, McDermott, Mastro & Murphy, P.C.
NAME OF FIRM



Arthur R. Thibault Jr.

Attorney at Law of New Jersey
TITLE

12/23/22
DATE



**Pay-To-Play Non-Fair and Open Contract
Contribution Prohibition Language**

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

Sign

12/23/25

Date

Arthur R. Thibault Jr., and Apruzzese, McDermott, Mastro & Murphy, P.C.

Print Name and Company Name

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

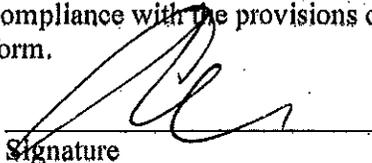
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Apruzzese, McDermott, Mastro & Murphy, P.C.		
Address:	25 Independence Boulevard, 3 rd Floor		
City:	Warren	State:	New Jersey
		Zip:	07059

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



 Signature

Arthur R. Thibault Jr., Esq.

 Printed Name

Attorney at Law/Partner

 Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
Apruzzese, McDermott, Mastro & Murphy, P.C.	Scott for County Sheriff	3/22/2022	\$ 250.00
Apruzzese, McDermott, Mastro & Murphy, P.C.	Kenny for County Commissioner	3/22/2022	\$ 250.00
Apruzzese, McDermott, Mastro & Murphy, P.C.	Azcona-Barber for County Commissioner	3/22/2022	\$ 250.00
Apruzzese, McDermott, Mastro & Murphy, P.C.	McCullum for County Commissioner	3/22/2022	\$ 250.00
Apruzzese, McDermott, Mastro & Murphy, P.C.	Committee to Elect Michele Cassidy-Maher	4/12/2022	\$ 500.00
Apruzzese, McDermott, Mastro & Murphy, P.C.	Committee to Elect Damon Enriquez	4/12/2022	\$ 500.00

Check here if the information is continued on subsequent page(s)

**RESOLUTION 2-23-60
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH ENGINEER - DAVID SAMUEL - CME ASSOCIATES**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Engineer for the calendar year of 2023; and

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

WHEREAS, David J. Samuel, of CME Associates, is a licensed engineer of the State of New Jersey with extensive experience in municipal engineering and has heretofore been appointed Borough Engineer for 2023; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation for the Borough Engineer; and

WHEREAS, funds for this purpose are not to exceed \$350,000.00 or the amount specified in agreements for specific projects; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 2-01-20-165-233 in an amount not to exceed \$350,000.00, 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. 2023-15.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with David J. Samuel, CME Associates, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made this ____ day of _____, 2023, by and between the Borough of Highland Park, 221 South Fifth Avenue, Highland Park, New Jersey 08904, a municipal corporation of the State of New Jersey, hereinafter called "**Municipality**", and CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859, hereinafter referred to as "**Engineer**".

WHEREAS, N.J.S.A. 40A:9-140 provides that in every municipality the governing body, by ordinance shall, shall provide for appointment of a municipal engineer and fix his compensation in an annual salary or fixed fee basis or at an hourly rate and based upon actual time and expenses agreed on prior to the rendering of the services; and

WHEREAS, there exists the need for a firm to provide various engineering services for the Borough of Highland Park, County of Middlesex, State of New Jersey; and

WHEREAS the Municipality desires to employ an engineer to serve as Engineer of Record for a term beginning January 1, 2023 and terminating December 31, 2023 or until a successor is appointed to provide such professional engineering services as are required, and

WHEREAS, the Engineer has demonstrated qualifications for the engineering work aforesaid; the terms and conditions of said contract, including fees, are satisfactory to the Municipality, and are set forth herein.

NOW, THEREFORE, WITNESSETH THIS AGREEMENT: That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that:

A. David J. Samuel, P.E., of the firm of CME Associates is hereby appointed as Municipal Engineer for a one-year term, ending December 31, 2023.

B. That CME Associates is selected as the Borough Consulting Engineer for studies, reports, investigations, construction administration and observation and such other work as they may be directed to perform for the same term. Professional services of the Engineer will be designated to David J. Samuel, P.E., or a qualified, licensed associate, rendered on a part-time basis, to attend Municipal Governing Body, and other Boards or Commissions when authorized.

C. The fees to be paid to David J. Samuel and CME Associates for services as the Borough Engineer shall be in accordance with the salary defined in the salary ordinance for attendance at Council Meetings and all other work shall be in accordance with the rate schedule for the year 2023 attached herein.

D. The fees to be charged by CME Associates for Consulting Engineering Services on projects or tasks assigned by the Borough shall be in accordance with the rate schedule for the year 2023 on file in the Borough.

E. Extent of Services -The services to be provided by the Engineer encompass those normally provided by a municipal engineer and specifically include those services required of a municipal engineer by Statute





and Ordinance, as well as any other unspecified services required by the Municipality throughout the term of the Engineer's appointment.

F. Status of Engineer, his Associated Firm and Employees

1. The Engineer, when engaged in the performance of engineering duties and services as Municipal Engineer related to any duty or responsibility imposed on the Engineer by any government statute, law, regulation or ordinance (including specifically services described in Part G., 1. hereof), shall be acting as an employee and/or agent of the Municipality and shall be entitled to all rights, privileges and immunities normally accorded to a municipal engineer by virtue of the Engineer's status as an official, employee and agent of the Municipality.
2. The Municipality, subject to appropriation of funds, authorizes the Engineer to secure any and all professional, technical and non-technical staff which may from time to time be necessary in the performance of the services required. It is agreed and understood that services will be provided and certain functions will be performed on behalf of the Municipality, pursuant to the terms of this Proposal, by employees of the Engineer's associated firm, CME Associates.
3. The professional technical and non-technical staff referred to in Subpart 2 hereof, when they are engaged, on behalf of the Municipality, in the performance of engineering duties and services referred to in Part G, 1. hereof shall be considered as agents or employees of the Municipality to the extent permitted by law (recognizing that Engineer and the employee of his associated firm is/are, in certain circumstances, independent contractors), so long as they act under the direct supervision and control of and in furtherance of the specified duties and responsibilities of the Engineer outlined in Part G., 1 hereof.

G. Engineering Services to be Provided

1. Related to duties and responsibilities imposed on a municipal engineer by Government Statute, Law, Regulations or Ordinance:
 - a. Direct Personal Service and Advice
Professional services of the Engineer, or, in the Engineer's absence, the services of a qualified, licensed associate, rendered on a part-time basis, to attend meetings of the Municipal Governing Body, and other Boards or Commissions when authorized, and to provide general engineering advice. Such direct service will not include preparation of any drawings or detailed reports, or the services of any office staff in addition to the Engineer, or any service specifically scheduled hereinafter in this Proposal.
 - b. Review of Subdivision and Site Plan Proposals
When directed, the Engineer shall provide services necessary to review and make recommendations concerning various projects and proposals regarding their conformance to applicable Municipal Ordinances and/or to the general requirements of design practice.
 - c. Observation of Improvement Installations
When directed or required, the Engineer shall provide services necessary to observe, assess conformity to Ordinance requirements and report upon the installation of site improvements and





subdivision public improvements in connection with commercial and residential site developments.

d. **Review and Direction Concerning Permits and Certificates**

When directed or required, the Engineer shall provide services necessary to review, assess conformity to requirements and take necessary action with respect to issuance of certificates, permits, licenses and similar regulatory documents. When requested, the Engineer shall provide technical advice to other Municipal employees, officials and agents concerning their review of such documents.

e. **Judicial and Quasi-Judicial Proceedings**

When directed by the Municipality or when subpoenaed in connection with Municipal business to attend and testify in judicial or quasi-judicial hearings, the Engineer shall provide the services necessary to prepare for and shall submit testimony regarding any items in question.

2. **Related to duties and responsibilities other than those included in Subpart 1 above:**

a. **Design Type (Contract) Projects - Basic Services**

The Engineer shall provide basic services on design type projects, including preliminary conferences with representatives of the Municipality, preparation of preliminary or design reports when required, preparation of plans, specifications and other contract documents, the establishment of base lines and bench marks on the site of the work, and the furnishing of occasional visits during construction.

b. **Special (or Additional) Services Required in Connection with Certain Design Type Projects**

The Engineer, when requested, will provide additional or special services, including matters in connection with property acquisition, engineering surveys, full-time (resident) observation of projects; preparation of grant applications and environmental assessments provision of services of outside technical consultants; laboratory tests of materials, borings and other soils investigations and detailed layout of construction.

c. **Preparation of Reports and Studies**

The Engineer shall provide services necessary to prepare and provide detailed reports requested by the Municipality regarding feasibility investigations, economic comparisons, land use, planning and community development proposals, public works projects and functions, planning and financing schedules and preparation of reports and recommendations concerning other matters referred to the Engineer by the Municipality.

d. **Tax Map Revision**

When directed, the Engineer shall provide, or arrange for the provision of, services necessary to review property changes and transfers, determine their conformance with the tax map and determine any necessary alterations of the tax map.

e. **Miscellaneous Services**

The Engineer shall provide professional engineering services not otherwise classified herein when such services are requested by the Municipality.



H. Engineer's Responsibilities

1. To provide, with the usual thoroughness and competence of the engineering profession, engineering services noted and set forth in Part G. above. No other warranty or representation, either expressed or implied, is included or intended.
2. To stand ready to explain and defend, under the terms and for the compensation hereinafter mentioned, all work completed under the terms of this contract.
3. To provide, at the request of the Municipality, such supplementary proposals as may be requested.
4. To advise the Municipality of any apparent discrepancies in any plans or documents, or any observed errors in construction or of the Engineer's inability for any reason whatsoever to provide services requested.
5. To obtain the services of other contractors or professionals as required and/or ordered by the Municipality for the compensation provided herein.
6. To endeavor, when performing the services set forth in Part G, to observe as an experienced and qualified design professional the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the requirements of any Municipal approval or of contract documents. The Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. The Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by developers or contractors or the safety precautions and programs incident to the work of providing a greater degree of confidence for the Municipality that completed work of contractors will conform to the contract documents. During site visits and on the basis of on-site observations, the Engineer shall keep the Municipality informed of the progress of the work and shall endeavor to guard the Municipality against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.
7. To secure and maintain and to assure that his associated firm will secure and maintain Workmen's Compensation Insurance as required by Law and Liability Insurance as required to protect the Municipality, the Engineer and/or his associated firm and their employees and agents from claims for bodily injury, death or property damage which may arise from the performance of his/their services pursuant to this Proposal.
8. To provide and maintain Professional Liability (Errors and Omissions) Insurance to protect the Engineer and/or his associated firm for claims, which arise from the negligent performance of the Engineer pursuant to this Proposal. Unless higher limits are requested, the limits of said insurance shall be at least \$1,000,000 aggregate. Cost of coverage at a higher limit, if such is so requested by the Municipality, shall be paid by the Municipality.



I. Municipality's Responsibilities

1. To provide the Engineer with full information as to the Municipality's requirements and with full access to the site of the work of any proposed project, including responsibility to provide such legal action as may be required to assure access of the Engineer to the site of the work.
2. To designate a person to act as the "Municipal Representative" with respect to the work to be performed, such individual to have full authority to act for the Municipality in regard to directing and supervising the work of the Engineer. Unless otherwise designated by action of the Municipal Governing Body, such person shall be the Borough Administrator.
3. To provide the Engineer with (48) hours notice when the Municipality will require the Engineer to be present at any meeting or to specifically initiate any of the services outlined in this Proposal.
4. To request any supplementary proposals required.
5. To secure and provide for the Engineer's use, at the expense of the Municipality, such property, deed and tax map information as may be in the possession of the Municipality and to secure and provide for the Engineer's use such title information, concerning parcels of property to be acquired in connection with any project, as a search of the property, to be conducted by a person designated and paid by the Municipality, will disclose.
6. Insofar as permitted by law, to indemnify the Engineer and/or his associated firm for any liability or expense, including costs of defense, resulting from any action at law related to any duty or responsibility imposed on the Engineer pursuant to Part G., 1. hereof, instituted by anyone, except the Municipality, against the Engineer and/or his associated firm, unless and until a court of competent jurisdiction finds that the cause of such action is the negligence of the Engineer in a percentage in excess of his compensation from the Municipality, and/or his associated firm has acted outside the scope of his/their duties, and/or acted contrary to law, in which event the Municipality will be reimbursed for cost of defense, except that such reimbursement may be waived or apportioned in case of settlement, as agreed by the Municipality and Engineer.

J. Payment for Services

1. All services outlined in Part G, (with the exception of attendance at regularly scheduled public and workshop meetings with the Governing Body), will be compensated for the actual man-hours expended in accordance with the attached rate schedule, plus an amount equal to 1.15 times the cost of contracted services, including suppliers or sub-professionals plus direct charges, including disbursements at cost and miscellaneous internal charges as herein described.

Payment for attendance of regularly scheduled public and/or workshop meetings will be compensated by in accordance with the salary ordinance of the municipality. It is recognized that it is only anticipated to have the Engineer in attendance when needed on technical matters relating to engineering.

2. Vouchers or invoices may be rendered monthly for services performed. Such billings shall be due when rendered.





3. Direct charges include disbursements which are actual expenses incurred by the Engineer and/or his associated firm in connection with the project, and include, but are not limited to:
 - a. Out-of-State transportation and subsistence for professional and technical staff.
 - b. Furnishing and maintaining field office facilities when same are authorized and approved by the Municipality.
 - c. Telegrams and long distance (out of State) telephone calls.
 - d. Payment of permit fees, application fees, review fees and similar charges.
 - e. Computer expenses including time and proprietary program charges.
 - f. Printing, reproduction, binding, collating and other graphic services.
 - g. Messenger service, postage and handling of drawings and specifications, reports, contracts and other bulky items.
4. For the purpose of this Agreement, the phrase "*personnel employed by the Engineer's associated firm*" shall mean all employees of every nature and classification employed directly in providing the services required.
5. If the Municipality fails to make any payment due the Engineer for services or expenses within sixty (60) days after receipt of a properly rendered statement therefore, the amounts due the Engineer shall include a charge at a rate of 1-1/2 percent per month from said sixtieth day.

K. Period of Service and Termination

1. If the Engineer is absent due to vacation or illness, or becomes temporarily or permanently unable to fulfill the terms of this Agreement, the services provided for by this Agreement will become the responsibility of a qualified principal or associate of the Engineer's firm. It is understood and agreed by the parties hereto that in the event of the unexpected inability of the Engineer to perform under the terms of this Agreement, that a qualified associate or principal of the Engineer's associated firm may, without the specific agreement of the Municipality, proceed to fulfill the Engineer's responsibility under this Agreement.
2. Unless terminated by act of law or God, or as provided above, any agreement entered into pursuant to this Proposal shall remain in force and shall be binding upon the Engineer, the Municipality and their heirs, successors and assigns until the Engineer's term of office expires.
3. Nothing herein shall be construed to prevent the Engineer and Municipality from agreeing to amend or revise the provisions of this Agreement at any time during the Engineer's term of office.

L. Ownership & Reuse of Documents

1. Ownership of Documents

All plans, specifications, reports and other documents by the Municipality and submitted to the Municipality shall remain the property of the Municipality for use by the Municipality in current or future programs. Unless the Municipality directs otherwise, the Engineer shall provide one (1) reproducible record set of all project drawings and one (1) set of signed and sealed prints. All shall be billed as herein provided. At the completion of work or in the event of termination, all work sheets and internal office



communications of the Engineer, including drawings, sketches, calculations, field notes and memoranda are and remain the property of the Engineer, as instruments of his service. The Municipality, at its expense, may obtain reproducible record prints of any sketches or drawings and copies of any and all documents. The Engineer will provide the Municipality, or its representatives, access to his files during normal working hours for the purpose of determining the extent of necessary duplication.

2. Reuse of Documents

All documents, including drawings and specifications prepared by the Engineer pursuant to this Agreement, are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by Municipality or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Municipality's sole risk, with no liability or legal exposure to Engineer; and Municipality shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Municipality and Engineer.

M. Affirmative Action

The Engineer will conform to the State of New Jersey Affirmative Action requirements which are contained as Exhibit "A" and are attached hereto and made a part hereof.

N. Billing Rates

A copy of the Engineer's current billing rates for various employee titles and classifications as Exhibit "B" is attached hereto and made a part hereof.



O. Authorization of Contract

This Contract has been authorized by Resolution of the Governing Body of the Municipality adopted at the meeting of the Borough Council of the Borough of Highland Park held of the __ day of _____, 2023.

MUNICIPALITY

ATTEST:

Borough of Highland Park

Jennifer Santiago, Municipal Clerk

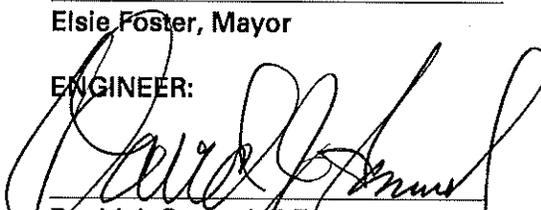
Elsie Foster, Mayor

WITNESS:

ENGINEER:



Amy Terhune



David J. Samuel, P.E.
CME Associates



EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

25th

day of January, 2023

Amy S. Terhune
 Notary Public, State of New Jersey

David J. Samuel
 David J. Samuel, P.E., P.P., C.M.E.
 Managing Partner, CME Associates

AMY S. TERHUNE
 NOTARY PUBLIC OF NEW JERSEY
 Commission # 60000629
 My Commission Expires 7/24/2024



**MUNICIPAL ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2024**

Senior Project Manager.....	\$187.00 Per Hour
Project Manager.....	\$186.00 Per Hour
Project Leader.....	\$185.00 Per Hour
Professional Engineer.....	\$184.00 Per Hour
Senior Project Engineer.....	\$179.00 Per Hour
Project Engineer.....	\$158.00 Per Hour
Senior Design Engineer.....	\$144.00 Per Hour
Design Engineer.....	\$137.00 Per Hour
Drone Pilot.....	\$143.00 Per Hour
Senior Engineering Technician.....	\$129.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$122.00 Per Hour
Drone Technician.....	\$ 80.00 Per Hour
Professional Land Surveyor.....	\$181.00 Per Hour
Land Surveyor.....	\$161.00 Per Hour
Robotic Total Station.....	\$ 79.00 Per Hour
Party Chief.....	\$137.00 Per Hour
Survey Technician.....	\$106.00 Per Hour
Resident Engineer.....	\$164.00 Per Hour
Chief Construction Engineer.....	\$154.00 Per Hour
Senior Construction Engineer.....	\$129.00 Per Hour
Construction Engineer.....	\$123.00 Per Hour
Chief Construction Technician.....	\$106.00 Per Hour
Senior Construction Technician.....	\$ 94.00 Per Hour
Construction Technician.....	\$ 88.00 Per Hour
Technical Assistant.....	\$101.00 Per Hour
Senior CAD Technician.....	\$135.00 Per Hour
Licensed Landscape Architect.....	\$183.00 Per Hour
Senior Landscape Designer.....	\$164.00 Per Hour
Certified Tree Expert.....	\$146.00 Per Hour
Landscape Designer.....	\$130.00 Per Hour
Director of Planning.....	\$188.00 Per Hour
Professional Planner.....	\$187.00 Per Hour
Project Planner.....	\$155.00 Per Hour
Planning Technician.....	\$133.00 Per Hour
Partner.....	\$191.00 Per Hour
Principal.....	\$190.00 Per Hour
Managing Partner/Administrative Partner.....	\$201.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treator or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.





Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





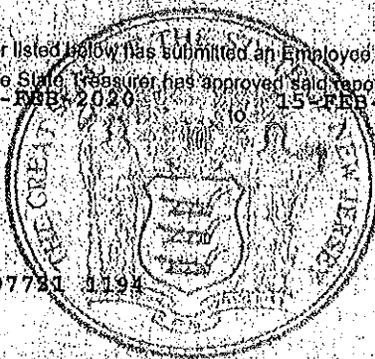
Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2020 to 15-FEB-2023

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731 1194



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer





Certification 1818

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2023** to **15-FEB-2026**

**CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL NJ 07731 1194**



Elizabeth Maher Muoio
**ELIZABETH MAHER MUOIO
State Treasurer**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CONSULTING AND MUNICIPAL ENGINEERS LLC

Trade Name:

Address: 1460 ROUTE 9 SOUTH
HOWELL, NJ 07731

Certificate Number: 2786089

Effective Date: October 31, 2022

Date of Issuance: January 03, 2023

For Office Use Only:
20230103100839074

**RESOLUTION 2-23-61
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH PLANNER - JAMES CONSTANTINE/CHRISTOPHER COSENZA - LRK
INC.**

WHEREAS, the Borough of Highland Park has need of the services of a Planning Consultant for the calendar year of 2023; and

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

WHEREAS, James Constantine, PP of LRK, Inc. is a licensed professional planner of the State of New Jersey with extensive experience in municipal land use and planning matters and has heretofore been appointed as Borough Planner for 2023; and

WHEREAS, the Mayor and Council desire to provide compensation for the Planning Consultant; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account Nos. 3-01-21-180-233, 3-01-20-170-233, in an amount not to exceed \$175,000.00, 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. 2023-16, and in various escrow accounts now or hereafter established pursuant to Chapter 17-10.12 of the Revised General Ordinances of the Borough of Highland Park.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Jim Constantine, PP of LRK, Inc., Public Ledger Building, Suite 756, 150 S. Independence Mall West, Philadelphia, PA 19106, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 21st 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 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Jim Constantine, PP, LRK Inc., Public Ledger Building, Suite 756, 150 S. Independence Mall West, Philadelphia, PA 19106 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Planning Consultant Services during the calendar year 2023 and

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

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

1. Effective January 1, 2023, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated December 22, 2022; the amount of said compensation shall not exceed \$175,000.00 unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

By: _____
James P. Constantine, PP
LRK, INC.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature

Date

Print Name and Company

State of New Jersey Certificate of Employee Information Report

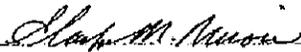
Certification **46366**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Aug-2021 to 15-Aug-2024**

LRK INC.
1505 S. INDEPENDENCE MALL WEST 756
PHILADELPHIA PA 19106




ELIZABETH MAHER MUOIO
State Treasurer



Pay-To-Play Non-Fair and Open Contract Contribution Prohibition Language



Pay-To-Play Non-Fair and Open Contract Contribution Prohibition Language

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


Sign

12.22.22
Date

Frank Ricks LRK Inc.

Print Name and Company Name



**RESOLUTION NO. 2-23-62
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - SPECIAL
AFFORDABLE HOUSING ATTORNEY - JEFFREY SURENIAN, ESQ. - SURENIAN,
EDWARDS & NOLAN LLC.**

WHEREAS, the Borough of Highland Park has need of the services of a Special Counsel for Affordable Housing for 2023; and

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

WHEREAS, Surenian, Edwards & Nolan, LLC, is an Attorney at Law Firm of the State of New Jersey with experience in municipal law and has heretofore been appointed as Special Counsel for the above mentioned period; and

WHEREAS, the Mayor and Council desire to provide compensation for the Special Counsel; and

WHEREAS, funds for this purpose are not to exceed the amount of \$15,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-20-155-250, in an amount not to exceed \$15,000.00, 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. 2023-17.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Jeffrey Surenian, Esq., Surenian, Edwards & Nolan, LLC, 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 21st 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 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Jeffrey Surenian, Esq., Surenian, Edwards, & Nolan, LLC, 311 Broadway, Suite A, Point Pleasant Beach, NJ 08742 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Special Affordable Housing Counsel Services during the calendar year 2023; and

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

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

1. Effective January 1, 2023, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated December 23, 2022, the amount of said compensation shall not exceed **\$15,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

By: _____
Jeffrey Surenian, Esq.
Surenian, Edwards & Nolan, LLC

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Signature

Date

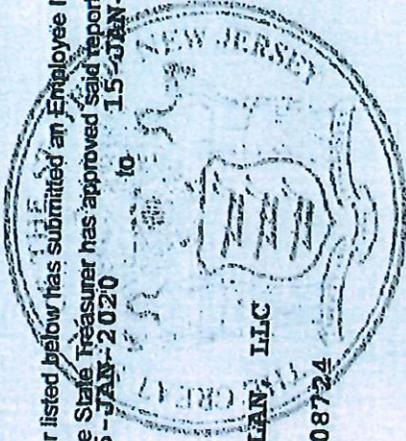
Print Name and Company

Certification 62402

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
INITIAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 - JAN - 2020** to **15 - JAN - 2027**

**SURENIAN, EDWARDS & NOLAN, LLC
311 BROADWAY, SUITE A
PT. PLEASANT BE NJ 08724**



Elizabeth M. Maher

**ELIZABETH MAHER MUJOIO
State Treasurer**

**RESOLUTION NO. 2-23-63
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH AUDITOR - GERARD STANKIEWICZ - SAMUEL KLEIN AND
COMPANY**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Auditor for the annual audit for years ending December 31, 2022 and December 31, 2023; and

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

WHEREAS, Gerard Stankiewicz of Samuel Klein and Company, is a certified Public Accountant and Registered Municipal Accountant of the State of New Jersey with extensive experience in municipal auditing and has heretofore been appointed Borough Auditor for 2023; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation for the Borough Auditor; and

WHEREAS, funds for this purpose are not to exceed the amount of \$55,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account Nos. 3-01-20-135-249 and Account No. 3-05-55-500-275 in an amount not to exceed \$55,000.00, 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. 2023-18.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Gerard Stankiewicz of Samuel Klein and Company, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**AGREEMENT FOR PROFESSIONAL SERVICES
OF MUNICIPAL AUDIT
FOR YEAR ENDED DECEMBER 31, 2022**

THIS AGREEMENT made this 17th day of January, 2023

BETWEEN

THE BOROUGH OF HIGHLAND PARK, a Municipal Corporation, in the County of Middlesex, State of New Jersey, hereinafter designated as the "Borough";

AND

GERARD STANKIEWICZ, CPA, RMA, of the firm Samuel Klein and Company, LLP, maintaining offices at 36 West Main Street, Suite 303, Freehold, County of Monmouth, in the State of New Jersey, hereinafter designated as the "Auditor".

The Borough Council of the Borough of Highland Park, pursuant to N.J.S.A. 40A:5-4, is required to have an annual audit performed on the books of the Borough of Highland Park and accordingly has passed a Resolution dated January 17, 2023 retaining the services of Gerard Stankiewicz, CPA, RMA for said purpose for the year.

This contract was awarded in accordance with a Request for Qualifications responded in accordance with the December 28, 2022 deadline under the Fair and Open process as required by N.J.S.A. 19:44A-2.8.

The administration of the Borough of Highland Park, by Mayor Elsie Foster, is in need of a registered municipal accountant to assist them in the fiscal year in various matters.

Gerard Stankiewicz, CPA, RMA has agreed to perform the annual audit and various other functions as required of him by the Borough Council, and to perform those functions as required of him by the Mayor and Administration of the Borough of Highland Park.

The public accounting firm in which Gerard Stankiewicz is a partner has undergone quality peer review as established by the American Institute of Certified Public Accountants and has met the objectives of the quality review standards.

Be it agreed by and between Gerard Stankiewicz, CPA, RMA, and the Mayor and the Borough Council of the Borough of Highland Park that Gerard Stankiewicz, CPA, RMA will perform the various services as set forth in this Agreement, and the Borough of Highland Park will pay the as indicated sums of money for said services as indicated.

We are pleased to confirm our understanding of the services we are to provide to the Borough of Highland Park for year ending December 31, 2022, which is a result of approval on January 17, 2023 meeting whereby the governing body appointed Gerard Stankiewicz, CPA, RMA, municipal auditor for 2022. The New Jersey statutory N.J.S.A. 40A:11-1 et. Seq. provides for written contracts for any Agreement which may be in excess of \$17,500.00 even though they are for services that do not require public bidding.

Audit Scope and Objectives

1. The objective of an audit is to express an opinion as to whether your financial statements - regulatory basis are fairly presented, in all material respects, the financial position – regulatory basis; (hereinafter referred to as “financial statements”) of the various funds of the Borough as of December 31, 2023 and the results of operations and changes in fund balance – regulatory basis of such funds for the year then ended and the statement of revenues – regulatory basis and statement of expenditures – regulatory basis of the various funds for the year ended December 31, 2023 on the basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, that demonstrates compliance with the modified accrual basis, with certain exceptions, and the budget laws of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurances but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.
2. Report on Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
3. Reporting on internal control related to major federal and state programs (**hereinafter all references to major federal and major state (award) programs, federal and/or state single audit or federal and state grants or the Uniform Guidance or NJOMB Circular Letter 15-08 shall deemed to be authorized if the \$750,000 threshold of expenditures is achieved requiring such additional auditing services**) and an opinion (or disclaimer of opinion) on compliance with laws, regulations, federal and state statute and the terms and conditions of federal and state awards that could have a direct and material effect on each major federal and/or state programs in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). NJ OMB Circular Letter 15-08, *Single Award Policy for Recipients of Federal Grants, Statement Grants and State Aid*.

Also, as part of our engagement, we will apply certain limited procedures to the Borough’s RSI in accordance with auditing standards generally accepted in the United States of America to include PERS Pension Obligation and PFRS Pension Obligation. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, the document we submit to you will include the following:

- Information which will be subject to the auditing procedures applied in our audit of the financial statements – regulatory basis.
 1. Combing Funds
 2. Individual Funds
 3. Account statement – Capital Assets
 4. Other supplementary information.
- Federal and State Single Audit, if required (see Audit Objective #3)
 1. Schedule of Expenditure of Federal Awards
 2. Schedule of Expenditure of State of Financial Assistance
- Other Supplementary Data (including Combined Balance Sheet) – Information that will not be subjected to auditing procedure applied in the audit of financial statements and we do not express an opinion or provide any assurance on this.
- Auditor’s General Comments and Recommendations – as required by the New Jersey Department of Community Affairs, Division of Local Government Services municipal audit requirements.

We have also been engaged to report on Supplementary information other than RSI that accompanies the Borough’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements – regulatory basis and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements – regulatory basis or to the financial statements – regulatory basis themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The Uniform Guidance and NJOMB Circular 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJOMB Circular 15-08. The Uniform Guidance and NJOMB Circular 15-08 are considering internal control over compliance and federal and state major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; audit requirements as prescribed by the NJDCA; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act and subsequent Amendments; the provisions of the Uniform Guidance and the provisions of New Jersey State Office of Management and Budget Circular Letter 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* and will include tests of the accounting records of, a determination of major federal in accordance with the Uniform Guidance and major state programs in accordance with NJOMB Circular Letter 15-08 and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we

may withdraw from this engagement. Additionally, we will comply with the NJDCA reporting requirements as updated from time to time and to prepare the annual audit in accordance NJSA 40A:5-6. If our opinion on the financial statements or Single Audit (Uniform Guidance) and NJ OMB Circular Letter 15-08 compliance opinions are other than unmodified, we will fully discuss the reasons with you in advance. If for any reason we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Other Services

We will also assist in preparing the financial statements, related notes to financial statements, schedule of expenditures of federal awards, schedule of state financial assistance, and related notes of Borough of Highland Park in conformity with the Uniform Guidance and NJOMB 15-08 based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Governments Auditing Standards*. The accounting method prescribed by the State of New Jersey Department of Community Affairs which is the modified accrual (regulatory) basis will be applied.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements [And if Required the Single Audit]

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities: for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for the basic financial statements – regulatory basis and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge or experience; evaluate the adequacy and results of the services and accept responsibility for them. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance and schedule of expenditure of state assistance in accordance with NJOMB Circular Letter 15-08. As part of the audit, we will assist with the preparation of your financial statements – regulatory basis and related notes, schedule of expenditures of federal awards and schedule expenditures of state financial assistance and related notes.

You are responsible for making all management decisions and performing all management functions relating to the financial statements – regulatory basis, schedule of expenditures of federal

awards, schedule of expenditures of state financial assistance and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements – regulatory basis and the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements on a regulatory basis of the respective changes in fund balance and, where applicable, with the regulatory basis; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making drafts of all financial statements, records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate to the financial statements taken as a whole.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagements and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with the NJDCA regulatory basis of accounting. You agree to include our report on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis as described by the NJDCA; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedules of expenditures of federal awards and state financial assistance in conformity with the Uniform Guidance and NJOMB Letter 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and NJOMB Letter 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with the Uniform Guidance and NJOMB Letter 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Auditor's Responsibilities for the Audit of the Financial Statements
[And if Required the Single Audit]

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and the Uniform Guidance and NJ OMB Circular Letter 15-08, our audit will include tests of transactions related to major federal and major state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and subsequent Amendments, Federal OMB Circular A-133 and NJ OMB Circular Letter 15-08, our audit will include tests of transactions related to major federal and major state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Audit Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of cash and investments, certain revenues and certain other assets and liabilities by correspondence with selected individuals, service organizations, creditors and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and he may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain

written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Controls

We will obtain an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and NJ OMB Circular Letter 15-08, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and NJ OMB Circular Letter 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will inform the Mayor and Council of any matters involving internal control and its operation that we consider to be significant under standards established by the American Institute of Certified Public Accountants. Deficiencies involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize and report financial data consistent with assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*, the Uniform Guidance and NJ OMB Circular Letter 15-08.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough of Highland Park's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major federal and state programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance*

Supplement for the types of compliance requirements that could have a direct and material effect on each of the Borough of Highland Park's major programs. The purpose of these procedures will be to express an opinion on the Borough's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB Circular Letter 15-08.

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. The Uniform Guidance and NJOMB Circular Letter 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and major state programs. Our procedures will consist of the applicable procedures described in the Uniform Guidance and NJOMB Circular Letter 15-08 for the types of compliance requirements that could have a direct and material effect on each of Borough of Highland Park's major federal and major state programs. The purpose of those procedures will be to express an opinion on Borough of Highland Park's compliance with requirements applicable to major federal programs in our report on compliance issued pursuant to the Uniform Guidance and major state programs pursuant to NJOMB Circular Letter 15-08.

Identifying and ensuring that Borough of Highland Park complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform test of Borough of Highland Park's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Reporting

We will issue a written report upon completion of our audit of Borough of Highland Park's financial statements. Our report will be addressed to the Mayor and Borough Council of Borough of Highland Park. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Administration and Other

We understand that your employees will locate any payroll related items, employee time records, information returns, remittance advices, tax and utility billing and revenue records, bank records, contracts, vouchers/invoices, grant applications, grant compliance documentation or other evidential

matter selected by us for testing. We understand that you will provide us with balanced general ledgers for all funds, subsidiary ledgers and with other basic information required for our audit and that you are responsible for the accuracy and completeness of that information.

At the conclusion of the engagement, we will complete the Audit Synopsis for submission to the public and advertisement copy. We will provide sufficient copies of our reports to the Borough of Highland Park as follows: Members of the Governing Body – 6, Mayor – 1, Chief Financial Officer -1 (plus *PDF*), Tax Collector -1 (plus *PDF*), Borough Clerk – 1 (plus *PDF*), Business Administrator – 1 (plus *PDF*), and Information Repositories for the SEC Continuing Disclosure Requirement – 1 *PDF*. We will transmit the required number of copies to the NJ DCA – 2, Bond Rating Agency – 1 (*PDF*), Bond Insurance Companies – 1 (plus *PDF*) and NJEIT – 1. We will also transmit the required number (if required), of copies to the Federal Clearinghouse -1 along with the Data Collection Form. However, it is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities.

The audit documentation for this engagement is the property of Gerard Stankiewicz and Samuel Klein and Company, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the NJDCA or a federal or state Grantor Agency pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Samuel Klein and Company, LLP personnel.

Furthermore, upon request, we may provide photocopies of selected audit documentation to the NJDCA, or federal and state Grantor Agencies. The federal and state Grantor Agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. We expect to begin our audit on approximately March 1, 2024 and to issue our report no later than June 30, 2024.

FEES

Annual Audit

Scope of Fiscal Year December 31, 2022 Audit

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

Fees – Annual Audit

That the said auditor, for and in consideration of the payment he is to receive from the Borough of Highland Park, shall faithfully and diligently perform the services of the municipal auditor and shall further agree to perform all the requirements of any municipal ordinances or resolutions and all county and state requirements, and the annual audit will be made in accordance with auditing standards generally accepted in the United States of America and in conformity with requirements of the State of New Jersey, Department of Community Affairs, Division of Local Government Services.

- | | |
|--|-------------------------------|
| 1. For the preparation of the 2022 annual audit of the Current Fund, Trust Fund, General Capital Fund and Federal and State Grant Funds, and Payroll Fund, including the preparation of the Municipal Court Report and Dog License Report. | <u>Fee</u>

\$27,575.00 |
| 2. For the preparation of the 2022 annual audit of the Water-Sewer Utility Fund. | \$12,100.00 |
| 3. Separate Uniform Construction Code in accordance with the Local Finance Board Notice 2017-15 issued August 11, 2017 | \$1,100.00
(Not to Exceed) |
| 4. If required single Audit (federal and/or state) of the General Capital Fund for NJ DOT grants, NJIBANK loan or other grants. Single audit requirement is based on the spending threshold \$750,000.00 or more and will be required for the length of the projects on an annual basis. | |

For NJIBANK, NDJOT and other	<u>Fee</u> <i>To be determined</i> <i>(Normally \$1,000 - \$2,500 range)</i>
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Other Non-Audit Fees and Services

The following nonaudit services will be provided by us and are merely documenting the understanding as well as the related fees. With regard to nonaudit services, it is understood that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the nonaudit service.

- | | | | | | |
|--|--|-----------------|--|-----------------------------|------------|
| 1. For assistance and review in the preparation of the 2023 and 2024 Temporary Budgets and assistance and typing of the 2023 Municipal Budget and Capital Budget Document and attendance at workshop and public hearing: | <table border="0"> <tr> <td style="padding-left: 20px;">Current Portion</td> <td rowspan="2" style="vertical-align: top; padding-left: 20px;"><i>If needed and authorized will be billed at standard hourly rates, including any budget amendments and subsequent public hearing attendance.</i></td> </tr> <tr> <td style="padding-left: 20px;">Water-Sewer Utility Portion</td> </tr> </table> | Current Portion | <i>If needed and authorized will be billed at standard hourly rates, including any budget amendments and subsequent public hearing attendance.</i> | Water-Sewer Utility Portion | |
| Current Portion | <i>If needed and authorized will be billed at standard hourly rates, including any budget amendments and subsequent public hearing attendance.</i> | | | | |
| Water-Sewer Utility Portion | | | | | |
| 2. Federal and State Single Audit if funding levels requires (\$750,000 threshold) - Refer to Audit Objective # 3 (<i>if required</i>) | <table border="0"> <tr> <td style="padding-left: 20px;">Minimum</td> <td style="text-align: right;">\$750.00</td> </tr> <tr> <td style="padding-left: 20px;">Maximum</td> <td style="text-align: right;">\$1,250.00</td> </tr> </table> | Minimum | \$750.00 | Maximum | \$1,250.00 |
| Minimum | \$750.00 | | | | |
| Maximum | \$1,250.00 | | | | |
| 3. Length of Service Award Program (LOSAP) - Annual Review Report in accordance with AICPA Standards (<i>per original Proposal</i>) | \$950.00 | | | | |

4. Preparation of 2022 Annual Financial Statement and Annual Debt Statement as required by the NJDCA assuming all documents provided by the CFO are in proper order. \$11,500.00

5. You may request that we perform additional nonaudit services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees in accordance with the above schedule of hourly rates standards. With regard to nonaudit services, it is understood that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the nonaudit service. We may also issue a separate engagement letter covering the additional services in order to establish and document an understanding regarding the objectives, scope of work and product. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

6. For all other special services and conferences, such as Supplemental Debt Statements (plus delivery costs), Consulting Services, assistance in preparation of bond ordinance estimated costs, utility rate studies, implementation of any new accounting and auditing and budgetary requirements, from time to time various limited agreed upon procedures services and bond anticipation note sales etc. will be billed at our standard hourly rates as indicated below. Bond Sales and Loan will be billed at a stated fee plus delivery expenses and out of pocket costs.

Standard Hourly Rates

	Rate Range
Partners or Principals	\$ 110.00 to \$ 160.00
Managers or Supervisors	80.00 to 110.00
Staff Members and Para-Professionals	50.00 to 80.00

For 2023 Gerard Stankiewicz or equivalent will be billed at \$160.00.
(No change from prior year)

OTHER MATTERS

I assert that I am a Certified Public Accountant and Registered Municipal Accountant in the State of New Jersey and that I am a partner in the firm of Samuel Klein and Company, LLP with office at 36 West Main Street, Suite 303, Freehold, New Jersey 07728.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 2020 peer review report accompanies this letter.

I have also provided an Affirmative Action letter, Certificate of Employee Information Report, Disclosure of Ownership Form, Disclosure of Investment Activities in Iran, Disclosure of Investment Activities in Russia or Belarus, State of New Jersey Business Registration Certificate, my CPA/RMA Licenses and Form W-9 Request for Taxpayer Identification Number and Certification.

We appreciate the opportunity to be of service to the Borough of Highland Park, County of Mercer and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this agreement, please sign this agreement and return it to us.

IN WITNESS THEREOF, the said Borough has caused this agreement to be signed by the Mayor and witnessed to by the Borough Clerk and the said Auditor has hereto set his hand and seal this day and year above recited.

BOROUGH OF HIGHLAND PARK

Attested to Foster

By: _____
Elsie Foster, Mayor

Jennifer Santiago, Borough Clerk



Attested to Stankiewicz

SAMUEL KLEIN AND COMPANY, LLP


Gerard Stankiewicz, CPA, RMA

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

EXHIBIT A

**P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
SERVICE CONTRACTS**

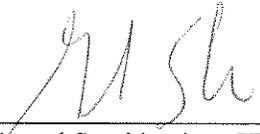
During the performance of this contract, the contractor agrees as follows:

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees or applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2; promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

- i. The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the (N.J.A.C. 17:27) Law. Attached is a copy of our State Certification of Employee Information.

COMPANY: Samuel Klein and Company, LLP

SIGNATURE: 
Gerard Stankiewicz, CPA, RMA, PSA

TITLE: Partner

January 17, 2023
Date

EXHIBIT B

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

- 1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
- OR
- 2. A Certificate of Employee Information Report Approval.
- OR
- 3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A.302 – Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

- 1. Do you have a federally-approved or sanctioned Affirmative Action Program?
YES _____ NO X
- 2. Do you have a State Certificate of Employee Information Report Approval?
YES X NO _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifth (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

COMPANY: Samuel Klein and Company, LLP

SIGNATURE: 
Gerard Stankiewicz

TITLE: Partner, CPA, RMA, PSA

DATE: January 17, 2023

TELEPHONE: (732) 780-2600

EXHIBIT C

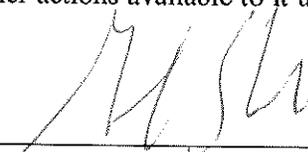
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Highland Park (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C., §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints, brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

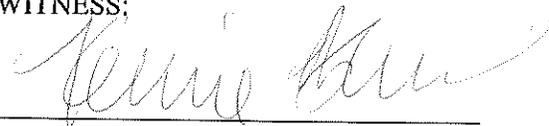
It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this Agreement or otherwise by law.



Gerard Stankiewicz, CPA, RMA, PSA
of Samuel Klein and Company, LLP

WITNESS:



DATED: January 17, 2023

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

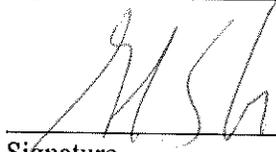
This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

BOROUGH OF HIGHLAND PARK

Part I - Vendor Information

Vendor Name:	Gerard Stankiewicz of Samuel Klein and Company, LLP		
Address:	36 West Main Street, Suite 303		
City:	Freehold	State:	NJ
		Zip:	07728-2291

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Gerard Stankiewicz, CPA, RMA

Printed Name

Partner

Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount

Check here if the information is continued on subsequent page(s)

Date: January 17, 2023

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
Renewal
Certification 241

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - JUN - 2020 to 15 - JUN - 2027



SAMUEL KLEIN & COMPANY
550 BROAD STREET, 11TH FLOOR
NEWARK NJ 07102



Handwritten signature

**AGREEMENT FOR PROFESSIONAL SERVICES
OF MUNICIPAL AUDIT
FOR YEAR ENDED DECEMBER 31, 2023**

THIS AGREEMENT made this 17th day of January, 2023

BETWEEN

THE BOROUGH OF HIGHLAND PARK, a Municipal Corporation, in the County of Middlesex, State of New Jersey, hereinafter designated as the "Borough":

AND

GERARD STANKIEWICZ, CPA, RMA, of the firm Samuel Klein and Company, LLP, maintaining offices at 36 West Main Street, Suite 303, Freehold, County of Monmouth, in the State of New Jersey, hereinafter designated as the "Auditor".

The Borough Council of the Borough of Highland Park, pursuant to N.J.S.A. 40A:5-4, is required to have an annual audit performed on the books of the Borough of Highland Park and accordingly has passed a Resolution dated January 17, 2023 retaining the services of Gerard Stankiewicz, CPA, RMA for said purpose for the year.

This contract was awarded in accordance with a Request for Qualifications responded in accordance with the December 28, 2022 deadline under the Fair and Open process as required by N.J.S.A. 19:44A-2.8.

The administration of the Borough of Highland Park, by Mayor Elsie Foster, is in need of a registered municipal accountant to assist them in the fiscal year in various matters.

Gerard Stankiewicz, CPA, RMA has agreed to perform the annual audit and various other functions as required of him by the Borough Council, and to perform those functions as required of him by the Mayor and Administration of the Borough of Highland Park.

The public accounting firm in which Gerard Stankiewicz is a partner has undergone quality peer review as established by the American Institute of Certified Public Accountants and has met the objectives of the quality review standards.

Be it agreed by and between Gerard Stankiewicz, CPA, RMA, and the Mayor and the Borough Council of the Borough of Highland Park that Gerard Stankiewicz, CPA, RMA will perform the various services as set forth in this Agreement, and the Borough of Highland Park will pay the as indicated sums of money for said services as indicated.

We are pleased to confirm our understanding of the services we are to provide to the Borough of Highland Park for year ending December 31, 2023, which is a result of approval on January 17, 2023 meeting whereby the governing body appointed Gerard Stankiewicz, CPA, RMA, municipal auditor for 2023. The New Jersey statutory N.J.S.A. 40A:11-1 et. Seq. provides for written contracts for any Agreement which may be in excess of \$17,500.00 even though they are for services that do not require public bidding.

Audit Scope and Objectives

1. The objective of an audit is to express an opinion as to whether your financial statements - regulatory basis are fairly presented, in all material respects, the financial position – regulatory basis; (hereinafter referred to as “financial statements”) of the various funds of the Borough as of December 31, 2023 and the results of operations and changes in fund balance – regulatory basis of such funds for the year then ended and the statement of revenues – regulatory basis and statement of expenditures – regulatory basis of the various funds for the year ended December 31, 2023 on the basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, that demonstrates compliance with the modified accrual basis, with certain exceptions, and the budget laws of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurances but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.
2. Report on Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
3. Reporting on internal control related to major federal and state programs (hereinafter all references to major federal and major state (award) programs, federal and/or state single audit or federal and state grants or the Uniform Guidance or NJOMB Circular Letter 15-08 shall deemed to be authorized if the \$750,000 threshold of expenditures is achieved requiring such additional auditing services) and an opinion (or disclaimer of opinion) on compliance with laws, regulations, federal and state statute and the terms and conditions of federal and state awards that could have a direct and material effect on each major federal and/or state programs in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). NJ OMB Circular Letter 15-08, *Single Award Policy for Recipients of Federal Grants, Statement Grants and State Aid*.

Also, as part of our engagement, we will apply certain limited procedures to the Borough’s RSI in accordance with auditing standards generally accepted in the United States of America to include PERS Pension Obligation and PFRS Pension Obligation. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, the document we submit to you will include the following:

- Information which will be subject to the auditing procedures applied in our audit of the financial statements – regulatory basis.
 1. Combing Funds
 2. Individual Funds
 3. Account statement – Capital Assets
 4. Other supplementary information.
- Federal and State Single Audit, if required (see Audit Objective #3)
 1. Schedule of Expenditure of Federal Awards
 2. Schedule of Expenditure of State of Financial Assistance
- Other Supplementary Data (including Combined Balance Sheet) – Information that will not be subjected to auditing procedure applied in the audit of financial statements and we do not express an opinion or provide any assurance on this.
- Auditor’s General Comments and Recommendations – as required by the New Jersey Department of Community Affairs, Division of Local Government Services municipal audit requirements.

We have also been engaged to report on Supplementary information other than RSI that accompanies the Borough’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements – regulatory basis and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements – regulatory basis or to the financial statements – regulatory basis themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The Uniform Guidance and NJOMB Circular 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJOMB Circular 15-08. The Uniform Guidance and NJOMB Circular 15-08 are considering internal control over compliance and federal and state major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; audit requirements as prescribed by the NJDCA; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act and subsequent Amendments; the provisions of the Uniform Guidance and the provisions of New Jersey State Office of Management and Budget Circular Letter 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* and will include tests of the accounting records of, a determination of major federal in accordance with the Uniform Guidance and major state programs in accordance with NJOMB Circular Letter 15-08 and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we

may withdraw from this engagement. Additionally, we will comply with the NJDCA reporting requirements as updated from time to time and to prepare the annual audit in accordance NJSA 40A:5-6. If our opinion on the financial statements or Single Audit (Uniform Guidance) and NJ OMB Circular Letter 15-08 compliance opinions are other than unmodified, we will fully discuss the reasons with you in advance. If for any reason we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Other Services

We will also assist in preparing the financial statements, related notes to financial statements, schedule of expenditures of federal awards, schedule of state financial assistance, and related notes of Borough of Highland Park in conformity with the Uniform Guidance and NJOMB 15-08 based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Governments Auditing Standards*. The accounting method prescribed by the State of New Jersey Department of Community Affairs which is the modified accrual (regulatory) basis will be applied.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements [And if Required the Single Audit]

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities: for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for the basic financial statements – regulatory basis and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge or experience; evaluate the adequacy and results of the services and accept responsibility for them. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance and schedule of expenditure of state assistance in accordance with NJOMB Circular Letter 15-08. As part of the audit, we will assist with the preparation of your financial statements – regulatory basis and related notes, schedule of expenditures of federal awards and schedule expenditures of state financial assistance and related notes.

You are responsible for making all management decisions and performing all management functions relating to the financial statements – regulatory basis, schedule of expenditures of federal

awards, schedule of expenditures of state financial assistance and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements – regulatory basis and the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements on a regulatory basis of the respective changes in fund balance and, where applicable, with the regulatory basis; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making drafts of all financial statements, records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate to the financial statements taken as a whole.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagements and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with the NJDCA regulatory basis of accounting. You agree to include our report on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis as described by the NJDCA; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedules of expenditures of federal awards and state financial assistance in conformity with the Uniform Guidance and NJOMB Letter 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and NJOMB Letter 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with the Uniform Guidance and NJOMB Letter 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Auditor's Responsibilities for the Audit of the Financial Statements
[And if Required the Single Audit]

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and the Uniform Guidance and NJ OMB Circular Letter 15-08, our audit will include tests of transactions related to major federal and major state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and subsequent Amendments, Federal OMB Circular A-133 and NJ OMB Circular Letter 15-08, our audit will include tests of transactions related to major federal and major state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Audit Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of cash and investments, certain revenues and certain other assets and liabilities by correspondence with selected individuals, service organizations, creditors and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and he may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain

written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Controls

We will obtain an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and NJ OMB Circular Letter 15-08, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and NJ OMB Circular Letter 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will inform the Mayor and Council of any matters involving internal control and its operation that we consider to be significant under standards established by the American Institute of Certified Public Accountants. Deficiencies involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize and report financial data consistent with assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*, the Uniform Guidance and NJ OMB Circular Letter 15-08.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough of Highland Park's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major federal and state programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance*

Supplement for the types of compliance requirements that could have a direct and material effect on each of the Borough of Highland Park's major programs. The purpose of these procedures will be to express an opinion on the Borough's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB Circular Letter 15-08.

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. The Uniform Guidance and NJOMB Circular Letter 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and major state programs. Our procedures will consist of the applicable procedures described in the Uniform Guidance and NJOMB Circular Letter 15-08 for the types of compliance requirements that could have a direct and material effect on each of Borough of Highland Park's major federal and major state programs. The purpose of those procedures will be to express an opinion on Borough of Highland Park's compliance with requirements applicable to major federal programs in our report on compliance issued pursuant to the Uniform Guidance and major state programs pursuant to NJOMB Circular Letter 15-08.

Identifying and ensuring that Borough of Highland Park complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform test of Borough of Highland Park's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Reporting

We will issue a written report upon completion of our audit of Borough of Highland Park's financial statements. Our report will be addressed to the Mayor and Borough Council of Borough of Highland Park. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Administration and Other

We understand that your employees will locate any payroll related items, employee time records, information returns, remittance advices, tax and utility billing and revenue records, bank records, contracts, vouchers/invoices, grant applications, grant compliance documentation or other evidential

matter selected by us for testing. We understand that you will provide us with balanced general ledgers for all funds, subsidiary ledgers and with other basic information required for our audit and that you are responsible for the accuracy and completeness of that information.

At the conclusion of the engagement, we will complete the Audit Synopsis for submission to the public and advertisement copy. We will provide sufficient copies of our reports to the Borough of Highland Park as follows: Members of the Governing Body – 6, Mayor – 1, Chief Financial Officer -1 (plus *PDF*), Tax Collector -1 (plus *PDF*), Borough Clerk – 1 (plus *PDF*), Business Administrator – 1 (plus *PDF*), and Information Repositories for the SEC Continuing Disclosure Requirement – 1 *PDF*. We will transmit the required number of copies to the NJ DCA – 2, Bond Rating Agency – 1 (*PDF*), Bond Insurance Companies – 1 (plus *PDF*) and NJEIT – 1. We will also transmit the required number (if required), of copies to the Federal Clearinghouse -1 along with the Data Collection Form. However, it is management’s responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors’ reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities.

The audit documentation for this engagement is the property of Gerard Stankiewicz and Samuel Klein and Company, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the NJDCA or a federal or state Grantor Agency pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Samuel Klein and Company, LLP personnel.

Furthermore, upon request, we may provide photocopies of selected audit documentation to the NJDCA, or federal and state Grantor Agencies. The federal and state Grantor Agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. We expect to begin our audit on approximately March 1, 2024 and to issue our report no later than June 30, 2024.

FEES

Annual Audit

Scope of Fiscal Year December 31, 2023 Audit

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

Proposed Fees – Annual Audit

That the said auditor, for and in consideration of the payment he is to receive from the Borough of Highland Park, shall faithfully and diligently perform the services of the municipal auditor and shall further agree to perform all the requirements of any municipal ordinances or resolutions and all county and state requirements, and the annual audit will be made in accordance with auditing standards generally accepted in the United States of America and in conformity with requirements of the State of New Jersey, Department of Community Affairs, Division of Local Government Services.

- | | |
|--|-------------------------------|
| 1. For the preparation of the 2022 annual audit of the Current Fund, Trust Fund, General Capital Fund and Federal and State Grant Funds, and Payroll Fund, including the preparation of the Municipal Court Report and Dog License Report. | <u>Fee</u>

\$27,575.00 |
| 2. For the preparation of the 2022 annual audit of the Water-Sewer Utility Fund. | \$12,100.00 |
| 3. Separate Uniform Construction Code in accordance with the Local Finance Board Notice 2017-15 issued August 11, 2017 | \$1,100.00
(Not to Exceed) |
| 4. If required single Audit (federal and/or state) of the General Capital Fund for NJ DOT grants, NJIBANK loan or other grants. Single audit requirement is based on the spending threshold \$750,000.00 or more and will be required for the length of the projects on an annual basis. | |

Fee

For NJIBANK, NDJOT and other

*To be determined
 (Normally \$1,000 - \$2,500 range)*

Other Non-Audit Fees and Services

The following nonaudit services will be provided by us and are merely documenting the understanding as well as the related fees. With regard to nonaudit services, it is understood that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the nonaudit service.

- For assistance and review in the preparation of the 2023 and 2024 Temporary Budgets and assistance and typing of the 2023 Municipal Budget and Capital Budget Document and attendance at workshop and public hearing:

Current Portion
 Water-Sewer Utility Portion

If needed and authorized will be billed at standard hourly rates, including any budget amendments and subsequent public hearing attendance.

- Federal and State Single Audit if funding levels requires (\$750,000 threshold) - Refer to Audit Objective # 3 (if required)

Minimum	\$750.00
Maximum	\$1,250.00

- Length of Service Award Program (LOSAP) - Annual Review Report in accordance with AICPA Standards (per original Proposal) \$950.00

4. Preparation of 2023 Annual Financial Statement and Annual Debt Statement as required by the NJDCA assuming all documents provided by the CFO are in proper order. \$11,500.00

5. You may request that we perform additional nonaudit services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees in accordance with the above schedule of hourly rates standards. With regard to nonaudit services, it is understood that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the nonaudit service. We may also issue a separate engagement letter covering the additional services in order to establish and document an understanding regarding the objectives, scope of work and product. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

6. For all other special services and conferences, such as Supplemental Debt Statements (plus delivery costs), Consulting Services, assistance in preparation of bond ordinance estimated costs, utility rate studies, implementation of any new accounting and auditing and budgetary requirements, from time to time various limited agreed upon procedures services and bond anticipation note sales etc. will be billed at our standard hourly rates as indicated below. Bond Sales and Loan will be billed at a stated fee plus delivery expenses and out of pocket costs.

Standard Hourly Rates

	<u>Rate Range</u>
Partners or Principals	\$ 110.00 to \$ 160.00
Managers or Supervisors	80.00 to 110.00
Staff Members and Para-Professionals	50.00 to 80.00

For 2023 Gerard Stankiewicz or equivalent will be billed at \$160.00.
(No change from prior year)

OTHER MATTERS

I assert that I am a Certified Public Accountant and Registered Municipal Accountant in the State of New Jersey and that I am a partner in the firm of Samuel Klein and Company, LLP with office at 36 West Main Street, Suite 303, Freehold, New Jersey 07728.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 2020 peer review report accompanies this letter.

I have also provided an Affirmative Action letter, Certificate of Employee Information Report, Disclosure of Ownership Form, Disclosure of Investment Activities in Iran, Disclosure of Investment Activities in Russia or Belarus, State of New Jersey Business Registration Certificate, my CPA/RMA Licenses and Form W-9 Request for Taxpayer Identification Number and Certification.

We appreciate the opportunity to be of service to the Borough of Highland Park, County of Mercer and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this agreement, please sign this agreement and return it to us.

IN WITNESS THEREOF, the said Borough has caused this agreement to be signed by the Mayor and witnessed to by the Borough Clerk and the said Auditor has hereto set his hand and seal this day and year above recited.

BOROUGH OF HIGHLAND PARK

Attested to Foster

By: _____
Elsie Foster, Mayor

Jennifer Santiago, Borough Clerk



Attested to Stankiewicz

SAMUEL KLEIN AND COMPANY, LLP



Gerard Stankiewicz, CPA, RMA

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

EXHIBIT A

**P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
SERVICE CONTRACTS**

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.
- c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees or applicants for employment.
- d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- e. The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2; promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- h. The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

- i. The contractor or subcontractor shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L. 1975, c. 127 and agrees to furnish the required documentation pursuant to the (N.J.A.C. 17:27) Law. Attached is a copy of our State Certification of Employee Information.

COMPANY: Samuel Klein and Company, LLP

SIGNATURE: 
Gerard Stankiewicz, CPA, RMA, PSA

TITLE: Partner

January 17, 2023
Date

EXHIBIT B

REQUIRED EVIDENCE
AFFIRMATIVE ACTION REGULATIONS
PUBLIC LAW 1975, c. 127 (N.J.A.C. 17:27)

If awarded a contract, all procurement and service contractors will be required to comply with the requirements of P.L.1975, C.127, (N.J.A.C. 17:27). Prior to the date of the award, the contractor shall present one of the following:

1. A letter from the U.S. Department of Labor that the contractor has an existing federally-approved or sanctioned Affirmative Action Program.
OR
2. A Certificate of Employee Information Report Approval.
OR
3. If you do not have either of the above, check below:

_____ Please send our company an Affirmative Action form for our completion (A.A.302 – Affirmative Action Employee Information Report)

The following questions must be answered by all contractors:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
YES _____ NO X
2. Do you have a State Certificate of Employee Information Report Approval?
YES X NO _____

You shall submit a photostatic copy of such certificate.

The undersigned contractor certifies that he is aware of the commitment to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27) and agrees to furnish the required documentation pursuant to the law. The contractor must be rejected as non-responsible if the contractor fails to comply with the requirements of P.L.1975, c.127 (N.J.A.C. 17:27) within the time frame. The Affirmative Action Affidavit for vendors having less than fifth (50) employees is no longer acceptable, a New Jersey Certificate of Approval or A.A. 302 is required.

COMPANY: Samuel Klein and Company, LLP

SIGNATURE: 
Gerard Stankiewicz

TITLE: Partner, CPA, RMA, PSA

DATE: January 17, 2023

TELEPHONE: (732) 780-2600

EXHIBIT C

**AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability**

The contractor and the Borough of Highland Park (hereinafter "owner") do hereby agree that the provisions of Title 11 of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C., §12101, et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to the Act. The contractor shall indemnify, protect and save harmless the owner, its agents, servants and employees from and against any and all suits, claims, losses, demands or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints, brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of this Agreement or otherwise by law.



Gerard Stankiewicz, CPA, RMA, PSA
of Samuel Klein and Company, LLP

WITNESS:


DATED: January 17, 2023

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

BOROUGH OF HIGHLAND PARK

Part I - Vendor Information

Vendor Name:	Gerard Stankiewicz of Samuel Klein and Company, LLP				
Address:	36 West Main Street, Suite 303				
City:	Freehold	State:	NJ	Zip:	07728-2291

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Gerard Stankiewicz, CPA, RMA
Printed Name

Partner
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount

Check here if the information is continued on subsequent page(s)

Date: January 17, 2023

BOROUGH OF HIGHLAND PARK
County of Mercer State of New Jersey

SWORN STATEMENT BY PROFESSIONAL SERVICES PROVIDER

I understand that the Highland Park Borough Code requires that, prior to awarding any contract or agreement to procure services, including banking or insurance coverage services, with any professional service provider, the Borough or any of its purchasing agents or agencies, as the case may be, shall receive a sworn statement from the professional service provider made under penalty of perjury that the bidder or offeror has not made a contribution in violation of Subsection 2-59.1 of the *Revised General Ordinances of the Borough of Highland Park*.

I have received and reviewed a full copy of Subsection 2-59 of the *Revised General Ordinances of the Borough of Highland Park*.

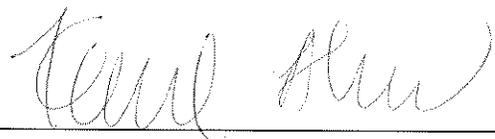
I hereby swear and affirm, under penalty of perjury, that I, my family or my firm has not made a contribution in violation of Subsection 2-59.1 of the *Revised General Ordinances of the Borough of Highland Park*.

COMPANY: Samuel Klein and Company, LLP

SIGNATURE: 
Gerard Stankiewicz, CPA, RMA, Partner

DATE SIGNED: January 17, 2022

Subscribed and sworn to before me this 17th day of January, 2023



Notary Public

My commission expires:

KERRIE L. BLUM
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 23, 2027
COMMISSION: #50066236



**BOROUGH OF HIGHLAND PARK
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Contract No: _____ Bidder: Gerard Stankiewicz, CPA, RMA, of the Firm, Samuel Klein and Company, LLP

PART 1 – CERTIFICATION: BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX. FAILURE TO CHECK ONE OF THE BOXES MAY RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification may render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, C. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and completed the certification below.

OR

I am unable to certify as above because the bidder and / or one or more of its parents, subsidiaries or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such may result in the proposal being rejected as none-responsive and appropriate penalties, fines and/or sanctions will be assessed by law.

PART 2 – PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one if its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

Name _____	Relationship to Bidder _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder's Contact Name _____	Contact Phone Number _____
_____ ADD AN ADDITIONAL ACTIVITIES ENTRY	

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Gerard Stankiewicz Signature: 
 Title: Partner, CPA, RMA Date: January 17, 2023



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

CONTRACT / BID SOLICITATION TITLE

AUDITING SERVICES

CONTRACT / BID SOLICITATION No.

Pursuant to N.J.S.A. 52:32-60.1, et seq. (P.L. 2022, c.3) any person or entity (hereinafter "Vendor") that seeks to enter into or ren a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must compli the certification below indicating whether or not the Vendor is engaged in prohibited activities in Russia or Belarus. If the Departmen the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate a provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damag declaring the party in default and seeking debarment or suspension of the party.

CERTIFICATION

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, and having done so certify:

(Check the Appropriate Box)

- A. That the Vendor is not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus and is not engaged in prohibited activities in Russia or Belarus.
- OR B. That I am unable to certify as to "A" above, because the Vendor is identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia and/or Belarus.
- OR C. That I am unable to certify as to "A" above, because the Vendor, though not identified on the Department of the Treasury's list of Vendors engaged in prohibited activities in Russia or Belarus, is engaged in prohibited activities in Russia or Belarus. A detailed, accurate and precise description of the Vendor's activity in Russia and/or Belarus is set forth below.
Description of Prohibited Activity (Attach Additional Sheets If Necessary.)

Additional Certification of Federal Exemption and/or License

(Complete only if appropriate)

- D. I, the undersigned, certify that Vendor is currently engaged in activity in Russia and/or Belarus, but is doing so consist with federal law and/or regulation and/or license. A detailed description of how the Vendor's activity in Russia and Belarus is consistent with federal law, or is within the requirements of the federal exemption and/or license is set fo below. (Attach Additional Sheets If Necessary.)



 Signature of Vendor's Authorized Representative

January 17, 2023

 Date

GERARD STANKIEWICZ

 Print Name and Title of Vendor's Authorized Representative

22-1481139

 Vendor's FEIN

Samuel Klein & Co., LLP

 Vendor's Name

732-780-2600

 Vendor's Phone Number

36 West Main Street, Suite 303

 Vendor's Address (Street Address)

732-780-1030

 Vendor's Fax Number

Freehold, NJ 07728

 Vendor's Address (City/State/Zip Code)

GSTANK@SKLEIN-CPA.COM

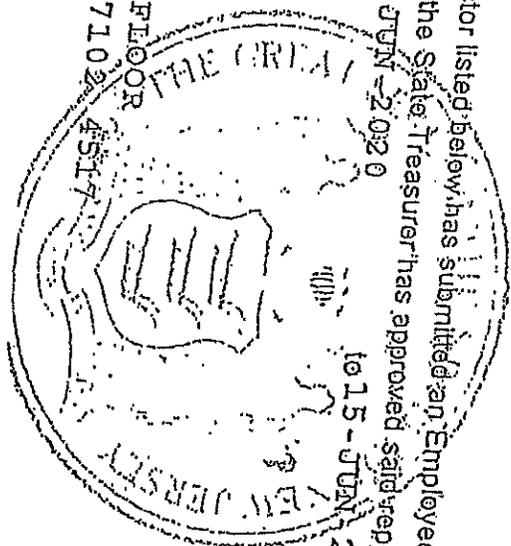
 Vendor's Email Address

Definitions

Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). "Engaged in prohibited activities in Russia or Belarus means: (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) hav any business operations commencing after the effective date of this act that involve contracts with or the provision of goods or services to the Governmen Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting or facilitating Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
Renewal
Certification 241

This is to certify that the contractor listed below, has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 - JUN - 2020 to 15 - JUN - 2027



SAMUEL KLEIN & COMPANY
550 BROAD STREET, 11TH FLOOR
NEWARK NJ 07102

Handwritten signature



**RESOLUTION NO. 2-23-64
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - SPECIAL
REDEVELOPMENT ATTORNEY - JOSEPH BAUMANN, ESQ. - MCMANIMON,
SCOTLAND & BAUMANN, LLC**

WHEREAS, the Borough of Highland Park has need of the services of a Special Counsel for Redevelopment for 2023; and

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

WHEREAS, McManimon, Scotland & Baumann, LLC, is an Attorney at Law Firm of the State of New Jersey with experience in municipal law and has heretofore been appointed as Special Counsel for Redevelopment for the above mentioned period; and

WHEREAS, the Mayor and Council desire to provide for the method of compensation of the Special Counsel; and

WHEREAS, funds for this purpose are not to exceed the amount of \$150,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3 -01-20-170-233, in an amount not to exceed \$150,000.00, 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. 2023-19.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Joseph Baumann, Esq., McManimon, Scotland, Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this 21st day of February 2023, by and between the BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a public body corporate and politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Special Counsel":

WITNESSETH:

A. GENERAL SERVICES

1. The Client desires to engage Special Counsel for general legal services in connection with its various redevelopment projects (the "Redevelopment Projects").

2. Services rendered to the Client shall be billed at the blended hourly rate of \$220 for attorneys and \$140 for legal assistants. In the event that Special Counsel is required to represent the Client in litigation/dispute resolution matters, the blended hourly rate shall be the same.

3. Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$380 for attorneys and \$185 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph B(3)(g).

B. SERVICES RELATING TO FINANCINGS

1. The Client is authorized by law to undertake a variety of financings in connection with its Redevelopment Projects. In addition to the services to be provided in connection with paragraph A, the Client desires to engage Special Counsel for specialized legal services in connection with the negotiation and authorization of a financial agreement with respect to payments in lieu of tax, the authorization and issuance of bonds or other obligations for the various Redevelopment Projects it determines to undertake, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law.

2. Special Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Special Counsel will meet with the members of the Client and its representatives and advisors, including its planning consultants, engineers, financial advisors, underwriters or others, as often as necessary for the development of the financing plan. Special Counsel will review or draft all documents necessary to effectuate the financing plan, including the ordinance or the resolution establishing the Client, if applicable, the general bond resolution, any supplemental bond resolutions or trust indentures and other operative documents. In developing the financial plan, Special Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of bond proceeds in light of the Internal Revenue Code and the Regulations promulgated by the Treasury with regard to "Arbitrage Bonds" in order to ensure the Client's ability to issue tax-exempt bonds, if applicable.

b. Special Counsel will assemble a certified record of proceedings to evidence the establishment of the Client, if applicable, the appointment and the validity of its membership, the effectiveness of the general bond resolution, any supplemental resolutions, trust indentures or other operative documents, the proper authorization and the effectiveness of the subsidy agreement, if any, and the bond purchase agreement, the enforceability of any covenants undertaken by the Client for the protection of bondholders and the proper authorization and issuance of the bonds or other obligations of the Client.

c. Special Counsel will supervise the legal aspects of the sale of the bonds or other obligations, whether at competitive or negotiated sale. Special Counsel will meet with the members of the Client, the financial advisors and the underwriters and will review such documents as underwriting agreements, bond purchase agreements and similar documents relating to the sale of the bonds or other obligations. Special Counsel will review those portions of the official statement relating to the legal proceedings required to issue the bonds or other obligations and will review drafts of the official statement in order to ensure compliance with law and substantial adherence to generally accepted financial disclosure guidelines issued by the Municipal Finance Officers Association. Special Counsel services in this regard would not include a due diligence inquiry or the rendering of an opinion with respect to due diligence, which is generally provided by counsel to the underwriter. Special Counsel will attend meetings with the rating agencies as necessary to assist in obtaining a favorable credit rating for bond issues of the Client. If requested, Special Counsel will attend and participate in information meetings deemed appropriate by the financial advisor or underwriter to acquaint the municipal bond market with new issues of bonds or other obligations of the Client.

d. Special Counsel will prepare or arrange for the preparation of the bonds or other obligations for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for delivery of the bonds or other obligations to the purchaser. Special Counsel will attend the closing with the appropriate officials, at which time the bonds or other obligations will be delivered, payment will be made for the bonds or other obligations, and Special Counsel will issue a final approving legal opinion with respect to the validity of the bonds or other obligations and the various covenants undertaken by the Client for the protection of its bondholders. This opinion will be in a form acceptable to the financial community and will be printed on the bonds or other obligations.

e. Throughout the course of these services, Special Counsel will be available for meetings and conversations with the members of the Client, its planning consultants, engineers, financial advisors and underwriters and its other representatives, officials or professionals, and Special Counsel will be available to answer questions raised by members of the investment community with respect to the obligations of the Client.

3. The Client will make payment to Special Counsel for services rendered in accordance with the following schedule:

a. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph 3(h) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

b. Services rendered in connection with the preparation of any disclosure documents or other similar documents will be billed at hourly rates set forth in paragraph A(2) or (3), as applicable.

c. Financing related services rendered beyond the scope of those described above will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

d. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(i), an additional fee of \$5,000 will be charged. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(ii), an additional fee of \$15,000 will be charged.

e. In the event that a letter of credit or other credit enhancement (not including a standard insurance policy), is issued in connection with either a bond or temporary financing, an additional fee of \$25,000 will be charged.

f. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, Counsel services will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

g. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client.

h. For services rendered in connection with bonds issued pursuant to paragraph 3(a)(i), a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

i. For services rendered in connection with each temporary financing, a fee equal to the greater of (i) the aggregate hourly rates reflected in paragraph A(2) or (3), as applicable, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$10,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

j. Complex financings in connection with redevelopment projects, including securitizations of payments-in-lieu of taxes, may include an additional fixed fee component to be determined at the time of issuance of such bond issue.

C. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Special Counsel's client and an attorney-client relationship will exist between Client and Special Counsel. Special Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their

interests in the transactions contemplated hereby. Special Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Special Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Special Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Special Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Special Counsel. For various reasons, including the minimization of unnecessary storage expenses, Special Counsel reserves the right to dispose of any documents or other materials retained by Special Counsel after the termination of this Agreement.

3. Special Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Special Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Special Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Joseph P. Baumann, Jr.

6. Special Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

IN WITNESS WHEREOF, the BOROUGH OF HIGHLAND PARK has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Special Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

ATTEST:

Jennifer Santiago, Clerk

BOROUGH OF HIGHLAND PARK

By: _____
Elsie Foster, Mayor

McMANIMON, SCOTLAND & BAUMANN, LLC

By: _____
Joseph P. Baumann, Jr., Member

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

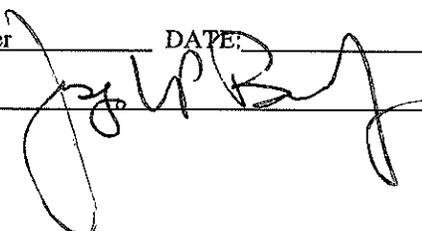
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NAME OF COMPANY: McManimon, Scotland & Baumann, LLC

NAME OF OFFICIAL: Joseph P. Baumann, Jr.

TITLE: Member DATE: _____

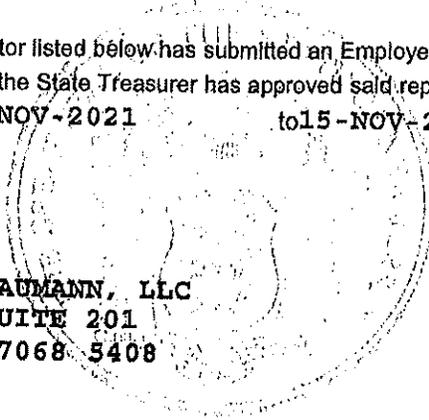
SIGNATURE: _____


CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2021 to 15-NOV-2024

MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068-5408



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio", is positioned above the printed name.

ELIZABETH MAHER MUOIO
State Treasurer

**RESOLUTION NO. 2-23-65
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICE
AGREEMENT - SPECIAL PLANNER – BRIAN M. SLAUGH –
CLARKE, CATON, HINTZ**

WHEREAS, the Borough of Highland Park has need of the services of a Special Planning Consultant for the calendar year of 2023; and

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

WHEREAS, Brian M. Slaugh, PP, AICP is a licensed professional planner of the State of New Jersey with extensive experience in municipal land use and planning matters and has heretofore been appointed as Special Planner for 2023; and

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

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

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 2 -01-20-155-233 in an amount not to exceed \$10,000.00, 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. 2023-20.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Brian M. Slaugh, PP, AICP, Clarke Caton Hintz, 100 Barrack Street, Trenton, NJ 08608, a copy of which is attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

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

THIS AGREEMENT, made this 21st day of February 2023 by and between the BOROUGH OF HIGHLAND PARK, having its municipal offices at 221 S. FIFTH AVENUE, HIGHLAND PARK, NEW JERSEY 08904 and hereinafter referred to as the "Borough", and CLARKE, CATON, HINTZ, a corporation of the State of New Jersey, having its principal place of business at 100 BARRACK STREET, TRENTON, NEW JERSEY 08608, hereinafter referred to as the "Planner";

WITNESSETH:

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

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

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

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

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

SECTION 1 – GENERAL CONSULTATION SERVICES OF PLANNER

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

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

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

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

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

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

SECTION 2 – SUPPLEMENTAL SERVICE

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

SECTION 3 – BOROUGH'S RESPONSIBILITIES

The Borough shall:

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

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

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

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

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

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

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

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

SECTION 4 – PERIOD OF SERVICE

4.1 The Planner shall proceed with the performance of services to be provided for individual projects following the authorization by the Borough to proceed. The term of this Agreement shall be the 2023 calendar year.

SECTION 5 – PAYMENTS TO PLANNER

5.1 Planner shall be compensated for services on a time and materials basis at the Borough's direction in accordance with the 2023 rate schedule and direct reimbursables at the cost to the firm without mark-up.

5.2 Time of Payment

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

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

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

SECTION 6 – GENERAL CONSIDERATIONS

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

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

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

SECTION 7 – AFFIRMATIVE ACTION

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

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

SECTION 8 – INSURANCE

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

SECTION 9 – NOTICES

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

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

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

SECTION 10 – POLITICAL CONTRIBUTION DISCLOSURE

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

IN WITNESS WHEREOF, we have set our hands and seals this 21st day of February 2023.

ATTEST:

CLARKE, CATON, HINTZ

Brian Slaugh, Principal

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (N.J.S.A. 10:5-31 et seq) and (N.J.A.C. 17:27 et seq)

GOODS, SERVICES AND GENERAL SERVICES CONTRACTS

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

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

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

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

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

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

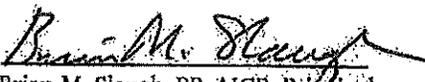
The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal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

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

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at (NJAC 17:27).

Signed: 
Brian M. Slaugh, PP, AICP, Principal

Name of Firm: Clarke Caton Hintz, P.C.

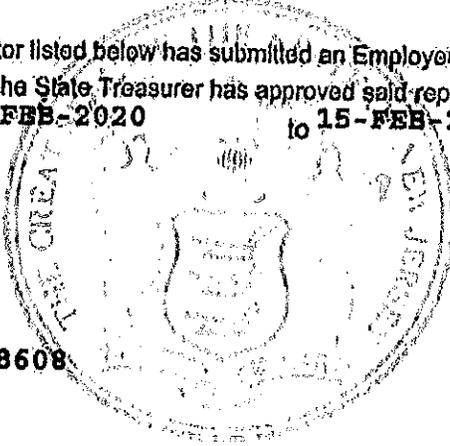
Address of Firm:
100 Barrack Street
Trenton, NJ 08608

Date: December 19, 2022

Certification 30171

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2020** to **15-FEB-2027**



**CLARKE CATON HINTZ
100 BARRACK STREET
TRENTON**

NJ 08608

Elizabeth Maher Muoio
**ELIZABETH MAHER MUOIO
State Treasurer**

**RESOLUTION NO. 2-23-66
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH
MCMANIMON, SCOTLAND & BAUMANN FOR SPECIAL ENVIRONMENTAL
COUNSEL – JSM VS. HIGHLAND PARK**

WHEREAS, the Borough of Highland Park has a need for Special Environmental Counsel services to assist the Borough in its representation in the matter known as JSM at Highland Park, LLC v. the Borough of Highland Park, Docket No. MID-L-4958-17; and

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

WHEREAS, McManimon, Scotland & Baumann, LLC is an Attorney at Law firm of the State of New Jersey with experience in municipal law and has heretofore been appointed as Special Counsel for matters related to the matter known as JSM at Highland Park, LLC v. the Borough of Highland Park, Docket No. MID-L-4958-17; and

WHEREAS, funds for this purpose are not to exceed the amount of \$90,000.00 without further resolution of Council; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3 -01-20-170-233, in an amount not to exceed \$90,000.00, 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. 2023-21.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with McManimon, Scotland, & Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



AGREEMENT
for
MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES

THIS AGREEMENT (the "Agreement"), made and entered into on January 01, 2023, by and between Highland Park Borough, 221 S. 5th Avenue, Highland Park, NJ 08904-2600 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors"),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth herein; and

WHEREAS the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Client;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth herein.

Term. This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule set forth herein. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing advice to our clients must hold a Series 50



Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal securities advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth herein.

Indemnification and Release. The Client agrees, to the full extent permitted by law, to indemnify and hold harmless Phoenix Advisors, its officers, directors, shareholders, members, employees and agents ("Phoenix Indemnitees") against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Agreement or the performance by any of the Phoenix Indemnitees of the services under this Agreement, excepting only those damages, liabilities or costs attributable to a material breach of any of the representations of Phoenix Advisors in this Agreement. In consideration of the substantial risks to Phoenix Advisors in rendering professional services in connection with this Agreement, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Phoenix Indemnitees, which may arise out of or in connection with this Agreement or the performance by any of the parties above named of the services under this Agreement.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall

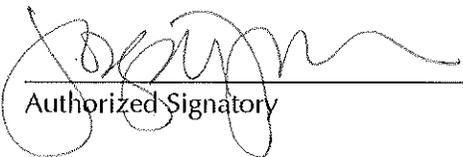


survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

HIGHLAND PARK BOROUGH

By: 

Authorized Signatory

PHOENIX ADVISORS, LLC

By: 

David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the "Rule"), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client's Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.
- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.
- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client's unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.
- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.



- Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client's prior undertakings.
- If necessary, prepare the required Operating Data document to be filed in accordance with the Client's prior undertakings.
- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.
- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.
- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**

- Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
- Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
- The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
- For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.



The disclosure events requiring such notification include:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- vii. Modifications to rights of security holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II - COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

1. FEES FOR CONTINUING DISCLOSURE SERVICES:

- ❖ \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- ❖ \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- ❖ \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- ❖ \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- ❖ All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described herein, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB's website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry



participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.

Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF ADDITIONAL SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. (**See Rating Agency Expertise below**)
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (See Continuing Disclosure below)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Evaluate the financial condition, future viability, and potential sale valuation of municipal assets (utilities, etc.).
- Develop a customized debt management and/or fund balance policy.

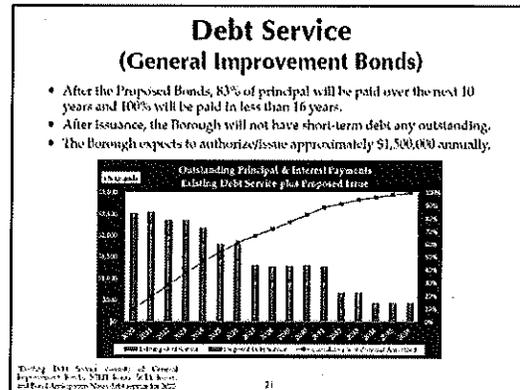
RATING AGENCY EXPERTISE

A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

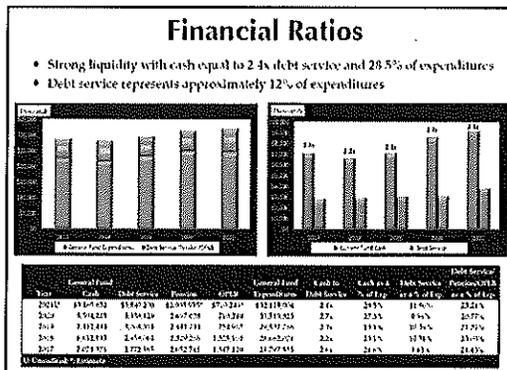


Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer's compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.

ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company ("ESCO") services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.



- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

**RESOLUTION NO. 2-23-67
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH PHOENIX ADVISOR'S LLC FOR MUNICIPAL ADVISOR
AND CONTINUING DISCLOSURE SERVICES**

WHEREAS, the Borough of Highland Park has need for a Financial Advisor and continuing disclosure services in connection with upcoming bond sales; and

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

WHEREAS, Phoenix Advisors LLC, is qualified to perform such professional services for 2023; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-26-315-232, in an amount not to exceed \$2,000.00, 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. 2023-22.

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. That the Mayor and Borough Administrator are hereby directed to execute and attest on behalf of the Borough the Agreement for Financial Advisor services with Phoenix Advisors, LLC, 4 West Park Street, Bordentown, NJ 08505 for the amount of \$2,000.00.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.
3. Certified copies of this resolution be forward to the Chief Financial Officer, Borough Administrator and Phoenix Advisors upon passage.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-68
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING RECLASSIFICATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS
FROM PROGRAM YEARS 2015 & 2018**

WHEREAS the criteria for eligible census tracts where Community Development Block Grant (CDBG) funding is permitted to be used was changed in 2019 by the Department of Housing and Urban Development (HUD); and

WHEREAS the Borough desires to reallocate \$7,199.19 of funding from CDBG program years 2015 and 2018 originally intended for use along Raritan Avenue for façade improvement but no longer eligible for use in that census tract; and

WHEREAS, the Borough Administrator has determined that this funding should be reclassified for use along Woodbridge Avenue for façade improvement, an eligible census tract; and

WHEREAS, the reclassification of these funds has been reviewed by the Middlesex County Housing and Community Development Office and they support the proposed use of funds; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, in the County of Middlesex, State of New Jersey, that the use of \$7,199.19 in CDBG funds are hereby reclassified in accordance with the recommendation of the Borough Administrator, and supported by the Middlesex County Housing and Community Development Office, as follows:

CD1591 (\$ 800.00)	Woodbridge Avenue Façade Improvement
CD1592 (\$ 2.71)	Woodbridge Avenue Façade Improvement
CD1593 (\$4,445.00)	Woodbridge Avenue Façade Improvement
CD1816 (\$1,951.48)	Woodbridge Avenue Façade Improvement

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-69
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EMERGENCY REPAIRS TO GARBAGE TRUCK 10
WITH ATLANTIC DETROIT DIESEL - ALLISON**

WHEREAS, the Highland Park Public Works Department had a need to make emergency repairs to the Garbage Truck 10; and

WHEREAS, pursuant to Local Public Contracts Law NJSA 40A:11-6 et seq, a contract may be awarded and immediate delivery of goods or the performance of services may be provided when an emergency affects the public health, safety or welfare; and

WHEREAS, Atlantic Detroit Diesel - Allison is qualified and able to make said emergency repairs and has been authorized to proceed with the work in an amount not to exceed \$22,594.38; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 3-01-26-315-232, in an amount not to exceed \$22,594.38, 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. 2023-22.

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. That the Chief Financial Officer is hereby authorized and directed to issue payment in the amount not to exceed \$22,594.38 to Atlantic Detroit Diesel – Allison, 169 Old New Brunswick Road, Piscataway NJ 08854, for the repairs to Garbage Truck 10.
2. Copies of this Resolution shall be forwarded to the Chief Financial Officer, the Department of Public Works and Borough Administrator.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



Atlantic Detroit Diesel - Allison
 169 Old New Brunswick Rd
 Piscataway, NJ 08854
 (732) 752-7100

Quote Number: 30252249

Page: 1 of 1

Quote To:

Customer #: 189820
 HIGHLAND PARK-FIRE DEPT. DP WJ
 220 SOUTH 5TH AVENUE
 HIGHLAND PARK, NJ 08904-2609

Quote Date: 27-JAN-2023
 Expires: 11-FEB-2023

Contact:
 Phone:

Sales Person: Boccino, David
 Phone:
 E-Mail: D.Boccino@sass.com

Owner: Boccino, David

Customer PO #: PSC471592

Line	Part number	Description	Quantity	Unit Price	Extended Price
1.1	C31-950T	BATTERY	3		353.82
2.1	C31-950T-IC	BATTERY *CORE CHARGE*	3	30.38	91.14
4.1	29543098	HD4500PRM RETRAN ASSEMBLY	1	8734.77	8,734.77
5.1	29543098-IC	HD4500PRM RETRAN ASSEMBLY *Core Charge*	1		-5,130.00
7.1	16E2E0	TRANSYND 668 5GA	2	246	492.00
8.1	DR 8600889	24SI ALTERNATOR, Pad Mount, 180 amps	1	291.89	291.89
9.1	29508398	GASKET - COVER, OIL COOLER	1	24.96	24.96
10.1	29508400	GASKET-TUBE CONN.	2	9.6	19.20
11.1	29509437	SEAL RING	2	6.74	13.48
12.1	29545963	O'RING-COOLER	2	10.18	20.36
13.1	29552383	GASKET - MAIN HOUSING, COOLER	1	8.77	8.77
14.1	29552443	WASHER	9	4.98	44.82
15.1	29555184	COOLER-PLATE ASSY OIL 7 PLATE	1	1858.75	1,858.75
16.1	23961740	V-RIBBED	1	71.56	71.56
17.1	23669027	BELT TENSIONER	1	700.42	700.42
18.1	23961778	V-RIBBED	1	128.34	128.34
19.1	SHOP REG LABOR	SHOP REG LABOR			9,600.00

We Appreciate the opportunity to serve your needs.

Sub Total: 22,244.38
 EPA/SUPPLIES: 350.00
 Tax: 0.00
 Quote Total: 22594.38

(USD)

* Does not include Freight

* Standard Terms and Conditions are included herein by reference and are available at: www.stewartandstevenson.com/terms-conditions

NOTE: In order to ensure compliance with the requirements of EPA Regulations, 40 CFR 1068.240, Buyer agrees to return possession of and title to a suitable core to Stewart & Stevenson. CORES MUST BE RETURNED IN ORIGINAL BOXES WITHIN 60 DAYS TO RECEIVE CORE CREDIT.

**RESOLUTION NO. 2-23-70
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE PURCHASE OF ALCOTEST MACHINE
FROM DRAGER SAFETY DIAGNOSTICS, INC. FOR THE
HIGHLAND PARK POLICE DEPARTMENT**

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS the Highland Park Police Department is in need of a New Jersey State Police approved alcohol breath-testing system; and

WHEREAS, under State Contract No. T-3031, the Borough may purchase said system from Drager Inc., 3135 Quarry Road, Telford, PA 18969, at the State contract prices; and

WHEREAS, funds for this purpose are available in the Capital Fund Account No. C-04-55-812-003, in an amount not to exceed \$19,305.00, 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. 2023-23.

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 Chief of Police is hereby authorized and directed to purchase said system from Drager, Inc., 3135 Quarry Road, Telford, PA 18969, for a total amount not to exceed \$19,305.00.
2. Certified copies 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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Dräger, Inc.
 3135 Quarry Road
 Telford, PA. 18969
 PH 800-437-2437
 FAX 215-723-5935



PRICE QUOTATION

DATE 2/8/2023	DRAEGER SALES REP Sharon Roach (412) 720-8571	QUOTE NO. SR20823E	PAGE NO. 1
CUSTOMER NAME Highland Park Borough		ATTENTION:	
ADDRESS		PHONE	
CITY, STATE, ZIP CODE		FAX	

ESTIMATED SHIPPING DATE(S)

ITEM NO.	QTY	PART NUMBER	CONFIGURATION CODE	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1	1	4412301		New Jersey Alcotest® 9510 Evidential Breath Test System Includes: -Alcotest 9510 New Jersey (8327998) -Cable channel cover -Monochrome laser printer -Cable, USB A-B connection 2.0 -Dry Gas Enclosure Complete-New Jersey -Keyboard, mini-USB-connection -Cable, network ethernet, cat5, RJ45-10' -Power cord, 9510 3 conductor line -Mouthpiece Classic w/valve (25 pcs.) -Organizer stand, 9510 -Surge Power Protector, 6' cable -system peripherals (gateway, scanner, signature pad, cradle) -Includes standard one year Manufacturer's Warranty	\$ 15,300.00	\$ 15,300.00
2	1	MQ91434		EBT Ten-Year Extended Service Agreement	\$ 3,100.00	\$ 3,100.00
				Additional items per NJ standards		
3	2	4401036		105L 0.10% Dry Gas	\$ 200.00	\$ 400.00
4	10	6805703		Mouthpieces w/ NRV (25 per bag)	\$ 12.50	\$ 125.00
5	1	NA10675		Uninterruptible Power Supply	\$ 380.00	\$ 380.00
TOTAL Page 1					\$	19,305.00

Special Conditions/Comments:
 Treasury contract number T-3031

FOB: Telford, PA, USA

Terms: Offer expires 30 days from date of signature.

Quote Expiration: Offer expires 30 days from date of signature.

The sale of the products identified herein is expressly subject to the Draeger, Inc. - Terms and Conditions of Sales which are attached hereto and which may also be found at: https://www.draeger.com/en-us_us/Home/Terms-Conditions

Draeger Safety Representative: _____ Date: 2/8/2023

**RESOLUTION NO. 2-23-71
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING THE PLANNING BOARD TO CONDUCT AN AREA IN NEED OF REDEVELOPMENT INVESTIGATION OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 2202, LOTS 1, 13, 19, 31, 37, 38, AND 39 ON THE BOROUGH'S TAX MAP TO DETERMINE WHETHER THE PLANNING BOARD FINDS THAT THE PROPERTY SATISFIES THE LOCAL REDEVELOPMENT AND HOUSING LAW IN NEED CRITERIA AND SHOULD BE DECLARED IN NEED OF REDEVELOPMENT WITHOUT CONDEMNATION POWERS AND AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LOONY RICKS KISS TO CONDUCT THE AREA IN NEED OF REDEVELOPMENT STUDY

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

WHEREAS, the Borough Council has determined to authorize the Highland Park Planning Board (the "**Planning Board**") to conduct a preliminary investigation of parcels identified on the Borough Tax Maps as Block 2202, Lots 1, 13, 19, 31, 37, 38, and 39, along with all streets and rights of way appurtenant thereto (collectively, the "**Study Area**") to determine whether all or a portion of the Study Area meets the criteria set forth in the LRHL, and whether all or a portion of said Study Area should be designated as an area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area authorizes Borough Council to use all those powers provided by the LRHL for use in a redevelopment area except the power of eminent domain (a "**Non-Condemnation Redevelopment Area**"); and

WHEREAS, the Borough Council therefore authorizes and directs the Planning Board to conduct a preliminary investigation of the Study Area and to make recommendations to the Borough Council all in accordance with the LRHL; and

WHEREAS, Looney Ricks Kiss ("**LRK**") provided the Borough with a proposal attached hereto as *Exhibit A* (the "**Proposal**") setting forth the manner and costs of performing the area in need study of the Study Area, a copy of which is on file with the Borough; and

WHEREAS, the Borough wishes to enter into an agreement with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon completion of the area in need study for the Study Area, whichever is earlier, and for a contract amount not to exceed Sixteen Thousand Dollars (\$16,000.00), to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Borough hereby certifies that it has funds available to compensate LRK for the area in need study for the Study Area; and

WHEREAS, said services are of a professional nature as to come within the purview of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, as being a contract for rendition of professional services that do not require competitive bidding; and

WHEREAS, notice of the award of this contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*,

NOW THEREFORE, BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND PARK, NEW JERSEY AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The Planning Board is hereby authorized and directed to conduct an investigation, pursuant to the LRHL to determine if the Study Area satisfies the criteria set forth in the LRHL and should be designated a “Non-Condensation Redevelopment Area.”

Section 3. As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Study Area and the location of the parcel contained therein and appended thereto shall be a statement setting forth the basis of investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the LRHL, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area shall be an area in need of redevelopment.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment and evidence in support of those objection shall be received and considered by the Planning Board and shall be made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Study Area and conducting a public hearing at which all objections to the proposed designation are received and considered, the Planning Board shall make a recommendation to the Borough Council as to whether the Borough Council should designate all or a portion of the Study Area as a Non-Condensation Redevelopment Area.

Section 7. The Borough Council hereby authorizes a professional services agreement with LRK for a term to expire either within one (1) year after the effective date of such agreement, or upon the completion of the area in need study for the Study Area, whichever is earlier, and for a contract amount not to exceed \$16,000, to be paid in accordance with the rates set forth in the Proposal, all subject to the terms and conditions of the Borough’s form professional services agreement.

Section 8. The Mayor is hereby authorized and directed to execute a professional services agreement in the form of the Proposal attached hereto as *Exhibit A*, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

Section 9. The Borough Clerk is hereby authorized and directed, upon execution of the Proposal in accordance with Section 8 hereof, to attest to the signature of the Mayor upon such documents and is hereby further authorized and directed to affix the corporate seal of the Borough upon such documents.

Section 10. If any part of this resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 11. A copy of this resolution shall be filed in the Office of the Borough Clerk.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**Professional Services Agreement to
Perform a Preliminary Investigation of
Block 2202, Lots 1, 13, 19, 31, 37, 38 & 39;
as a Non-Condemnation Redevelopment Area**

This agreement made and entered into this 21ST day of February 2023, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough," and LRK Inc. (LRK), a planning and community design firm whose address is 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, hereinafter referred to as the "Contractor."

WHEREAS, the New Jersey Local Redevelopment and Housing Law (the "LRHL"), at N.J.S.A. 40A:12A-1 et seq., as amended and supplemented authorizes municipalities to determine whether certain parcels of land within the municipality constitute an area in need of redevelopment.

WHEREAS, the Borough Council, at its regular meeting of February 21, 2023 adopted Resolution No. 2-23-71, authorizing the Planning Board to undertake a Preliminary Investigation of certain properties under various ownership and having various addresses on Raritan Avenue, South Second Avenue, South Third Avenue and Magnolia Street and specifically identified on the Borough Tax Maps as **Block 2202, Lots 1, 13, 19, 31, 37, 38 & 39** (collectively, the "Study Area") to determine whether all or a portion of the Study Area meets the criteria set forth in the LRHL, and whether all or a portion of said Study Area should be designated as an area in need of redevelopment.

WHEREAS, the Study Area is adjacent to various properties currently designated as an "Area in Need of Redevelopment" since or prior to 2005 and currently designated as an "Area in Need of Rehabilitation" since 2016.

WHEREAS, the redevelopment area determination requested hereunder, in connection with the Study Area authorizes the Borough Council to use all those powers provided by the LRHL for use in a redevelopment area, except the power of domain, and therefore is referred to as a "Non-Condemnation Redevelopment Area."

NOW, THEREFORE, BE IT AGREED between the Borough and the Contractor that the Borough Council will retain the services of the Contractor to perform a Preliminary Investigation to determine whether part of the entirety of the Study Area as defined above is a "Non-Condemnation Area in Need of Redevelopment Area" in accordance with statutory criteria as set forth in the LRHL.

COMPENSATION

Services for the Preliminary Investigation of the Study Area will be provided for a **fixed fee of \$12,500**. Additionally, services related to the preparation for and attendance at Planning Board meeting(s) and Redevelopment Entity / Borough Council meeting(s) in support of the project will be provided as **time and materials not to exceed \$3,500**, with hourly rates and reimbursable expenses as outlined in Exhibit B.

In summary, the TOTAL fee will not exceed \$16,000.

SERVICES RELATING TO ANY ARBITRATION, MEDIATION, OR LAWSUIT

Any and all efforts, reports, reviews, meetings, consultations, depositions, appearances, etc. requested of the Contractor or its forces and subconsultants relating or pertaining to any form of

arbitration, mediation or lawsuit between the Borough and any third party will be provided; and compensation will be invoiced to the Borough at then current LRK hourly rates.

MANDATORY LANGUAGE

The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-1 et seq., promulgated pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as it shall be amended and supplemented from time to time), and the Contractor agrees to comply fully with the terms, provisions and conditions regarding affirmative action which are included herein as Exhibit A to this Agreement. The Contractor has previously filed with the Borough Clerk, the employee information report (Form AA302), which is still in effect.

PROFESSIONAL LIABILITY

Due to the nature of providing planning consulting services, it is understood and agreed that any and all liabilities of the Contractor relating to or arising out of this Agreement shall be limited to a maximum of the net fee received by the Contractor for all services rendered for each respective Project or part thereof, not including reimbursable expenses and subconsultants.

INDEMNIFICATION

The Contractor hereby agrees and covenants to indemnify the Borough against any and all obligations or liabilities, indebtedness, claims, demands, suits or causes of action resulting from the performance of the within contract insofar as such consequences result from acts which constitute professional negligence or intentional torts of The Contractor, its agents, servants or employees.

INSURANCE

The Contractor shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

- (a) Special form, comprehensive, or commercial General Liability Insurance coverage against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage.
- (b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and,
- (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Contractor shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Contractor shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

WRITTEN NOTICE

Any notices required to be given hereunder shall be in writing and, unless notified to the contrary, personally served or delivered, by registered mail, to the party's address as follows:

To the Borough: BOROUGH OF HIGHLAND PARK
 221 SOUTH FIFTH AVENUE
 HIGHLAND PARK, NEW JERSEY 08904
 ATTN:TERI JOVER, BOROUGH ADMINISTRATOR

To Contractor:LRK INC.
 1218 CHESTNUT STREET, 5TH FLOOR
 PHILADELPHIA, PA 19107
 ATTN:JAMES CONSTANTINE, PP, PRINCIPAL

IN WITNESS THEREOF, the Borough of Highland Park and the Contractor have caused this Agreement to be duly executed by their proper agents who have been expressly authorized to execute this Agreement on their behalf as of the day and year first above written.

ATTEST:

Borough of Highland Park

By: _____
Jennifer Santiago, Municipal Clerk

By: _____
ELSIE FOSTER, Mayor

LRK INC.

By: _____
JAMES CONSTANTINE, PP, Principal

Exhibit A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(Mandatory Language pursuant to N.J.A.C. 17:27-3.5)

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

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

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

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

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

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

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

(Mandatory Language pursuant to N.J.A.C. 17:27-3.7)

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

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

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

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

(Reference Language pursuant to N.J.A.C. 17:27-11.1)

The contractor and its subcontractors shall furnish such reports and other documents to the Division or the Department as may be requested by the Division or the Department from time to time in order to carry out the purposes of these rules, and public agencies shall furnish such information as may be requested by the Division or the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.

ACKNOWLEDGEMENTS

PRINT NAME _____

SIGNATURE _____

TITLE _____

COMPANY NAME _____

ADDRESS _____

EXHIBIT B

COMPENSATION FOR SERVICES

The Contractor and staff shall be compensated by the Borough as per the Borough Planner Professional Services Agreement.

Reimbursable expenses will be invoiced at direct cost multiplied by a 10% handling fee and will include travel expense, document printing and reproduction, overnight delivery service (such as FedEx), and all other authorized expenditures. Reimbursable expense shall be included in invoices for professional fees.

Such payment shall be full compensation for work performed or services rendered necessary, including reimbursable expenses, to complete the scope of work. Payments to the Contractor shall follow submission of the Contractor's monthly invoices and shall be made within 30 days from submission of each invoice.

**RESOLUTION NO. 2-23-72
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY,
EXTENDING THE DESIGNATION 232 RARITAN AVENUE, LLC, A
GARDEN HOMES ENTITY, AS THE CONDITIONAL REDEVELOPER
FOR PROPERTY IDENTIFIED AS TRACT C IN THE DOWNTOWN
REDEVELOPMENT PLAN AND AMENDING THE INTERIM COST AND
CONDITIONAL DESIGNATION AGREEMENT ACCORDINGLY**

WHEREAS, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the “**Borough**”), is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (as same may be amended from time to time) (the “**Redevelopment Law**”) to act as a redevelopment entity and to implement redevelopment plans and carry out redevelopment projects in the Borough; and

WHEREAS, pursuant to the Redevelopment Law, the Borough Council caused a redevelopment plan to be prepared for certain property located within the Borough, entitled the “Downtown Redevelopment Plan for Tracts A-D” (the “**Redevelopment Plan**”); and

WHEREAS, on September 14, 2021, the Borough Council approved Ordinance No. 21-2030 adopting the Redevelopment Plan; and

WHEREAS, as described in the Redevelopment Plan, the properties identified as Tract A: Block 1704 [173], Lots 41-49 & Portion of Lot 20 (“**Tract A**”); Tract B: Block 2201 [13], Lots 6 & 9 (“**Tract B**”); Tract C: Block 2202 [22], Lots 4, 32.02 & 33.01 (“**Tract C**”); and Tract D: Block 1604 [158], Lots 20-26, 42, 50-51 & Portion of Lot 47, and Block 1603 [162], Lots 36-38 (“**Tract D**”) on the Official Tax Map of the Borough (collectively, the “**Properties**”) have been designated as an “area in need of rehabilitation”, “area in need of redevelopment” and/or a “condemnation area in need of redevelopment”; and

WHEREAS, on December 7, 2021, the Borough Council approved Resolution 12-21-299, authorizing the issuance of a Request for Proposals (the “**RFP**”) related to the redevelopment of Tracts A, C, and D; and

WHEREAS, the Borough received a proposal from Garden Homes, doing business as 232 Raritan Avenue, LLC (the “**Conditional Redeveloper**”), for Tract C and the Borough and the Conditional Redeveloper intend to pursue pre-development activities, including but not limited to review of the Conditional Redeveloper’s proposal, negotiation in good faith and preparation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”); and

WHEREAS, the Conditional Redeveloper recognizes that the Borough will incur costs and expenses in connection with the Pre-Development Activities, and the Borough is willing to

defray those costs and expenses, with no assurance of a particular result for the Conditional Redeveloper from the Borough; and

WHEREAS, the Borough authorized and entered into an interim cost and conditional redeveloper’s agreement with the Conditional Redeveloper (the “**Conditional Redeveloper’s Agreement**”) to effectuate the funding of an escrow account and procedures for the payment therefrom of moneys to pay the Borough’s costs and expenses incurred in undertaking the Pre-Development Activities; and

WHEREAS, the Borough wishes to extend such conditional designation and such Conditional Redeveloper’s Agreement for a term ending on August 31, 2023;

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

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

Section 2. Execution of Agreement. The Borough Council hereby authorizes an amendment to the Conditional Redeveloper’s Agreement to extend such agreement for a term ending on August 31, 2023.

Section 3. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. Availability of the Resolution. A copy of this Resolution shall be available for public inspection at the office of the Borough Clerk.

Section 5. Effective Date. 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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-72
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 21, 2023, showing the names, titles and salaries of the officers and employees of the Borough of Highland Park, is amended as follows:

Roland Sams, Police Officer, \$69,625.00 annually, effective 3/16/2023

Nicolas Sica, Police Officer, \$44,449.00 annually, effective 2/15/2023

Ryan Vanaman, Police Officer, \$44,449.00 annually, effective 2/15/2023

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 21st 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. 2-23-74
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 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 2/21/2023 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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-23-75
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:

2023 TEMPORARY OPERATING BUDGET

DESCRIPTION	ACCOUNT NUMBER	2023 TEMPORARY BUDGET
GENERAL GOVERNMENT FUNCTIONS		
BOROUGH ADMINISTRATION		
Salaries & Wages	20-100-1	25,000.00
Other Expenses	20-100-2	8,000.00
MAYOR & COUNCIL		
Salaries & Wages	20-110-1	7,500.00
Other Expenses	20-110-2	3,000.00
MUNICIPAL CLERK		
Salaries & Wages	20-120-1	25,000.00
Other Expenses	20-120-2	4,000.00
FINANCIAL ADMINISTRATION		
Salaries & Wages	20-130-1	40,000.00
Other Expenses	20-130-2	13,000.00
ANNUAL AUDIT		
Other Expenses	20-135-2	10,000.00
TAX COLLECTION		
Salaries & Wages	20-145-1	15,000.00
Other Expenses	20-145-2	4,000.00
TAX ASSESSMENT		
Salaries & Wages	20-150-1	15,000.00
Other Expenses	20-150-2	1,500.00
LEGAL SERVICES		
Other Expenses	20-155-2	95,000.00
ENGINEERING & PLANNING		
Other Expenses	20-165-2	5,000.00
COMMUNITY & ECONOMIC DEVELOPMENT		
Salaries & Wages	20-170-1	3,000.00
Other Expenses	20-170-2	20,000.00
INFORMATION TECHNOLOGY		
Other Expenses	20-140-2	25,000.00
CENTRAL SERVICES		
Other Expenses	20-316-2	15,000.00
LAND USE ADMINISTRATION		

PLANNING BOARD		
Salaries & Wages	21-180-1	2,000.00
Other Expenses	21-180-2	5,000.00
ZONING BOARD OF ADJUSTMENT		
Salaries & Wages	21-185-1	5,000.00
Other Expenses	21-185-2	-
HUMAN RIGHTS COMMISSION		
Other Expenses	21-195-2	-
INSURANCE		
GENERAL LIABILITY/WORKERS COMPENSATION		
Other Expenses	23-211-2	-
EMPLOYEE GROUP HEALTH		
Other Expenses	23-220-2	200,000.00
PUBLIC SAFETY FUNCTIONS		
POLICE		
Salaries & Wages	25-240-1	700,000.00
Other Expenses	25-240-2	40,000.00
POLICE DISPATCH/911		
Salaries & Wages	25-250-1	-
Other Expenses	25-250-2	-
OFFICE OF EMERGENCY MANAGEMENT		
Salaries & Wages	25-252-1	-
Other Expenses	25-252-2	-
FIRST AID CONTRIBUTION		
Other Expenses	25-260-2	-
FIRE		
Salaries & Wages	25-265-1	75,000.00
Other Expenses	25-265-2	20,000.00
LOSAP		
Other Expenses	25-265-2	-
MUNICIPAL PROSECUTOR		
Other Expenses	25-275-2	9,000.00
PUBLIC WORKS FUNCTIONS		
STREETS & ROADS		
Salaries & Wages	26-290-1	250,000.00
Other Expenses	26-290-2	15,000.00
STORMWATER MAINTENANCE		
Other Expenses	26-297-2	-
APARTMENT COLLECTION		
Other Expenses	26-305-2	-
PUBLIC BUILDINGS & GROUNDS		
Salaries & Wages	26-310-1	10,000.00
Other Expenses	26-310-2	40,000.00
MOTOR POOL		
Salaries & Wages	26-315-1	10,000.00
Other Expenses	26-315-2	35,000.00
HEALTH & HUMAN SERVICES FUNCTIONS		
BOARD OF HEALTH		
Other Expenses	27-330-2	-

ENVIRONMENTAL COMMISSION		
Other Expenses	27-335-2	-
COMMISSION ON IMMIGRANT & REFUGEE AFFAIRS		
Other Expenses	27-336-2	-
SAFE WALKING & CYCLING COMMITTEE		
Other Expenses	27-337-2	-
SUSTAINABLE HIGHLAND PARK		
Other Expenses	27-338-2	-
HISTORICAL COMMISSION		
Other Expenses	27-339-2	-
PARKS & RECREATION FUNCTIONS		
COMMUNITY SERVICES - RECREATION		
Salaries & Wages	28-370-1	30,000.00
Other Expenses	28-370-2	2,500.00
COMMUNITY SERVICES - AGING		
Salaries & Wages	28-371-1	50,000.00
Other Expenses	28-371-2	7,500.00
ARTS COMMISSION		
Other Expenses	28-374-2	-
SHADE TREE ADVISORY COMMITTEE		
Other Expenses	28-375-2	-
TEEN CENTER		
Salaries & Wages	28-373-1	10,000.00
Other Expenses	28-373-2	-
UTILITY EXPENSES & BULK PURCHASING		
ELECTRICITY		
Other Expenses	31-430-2	20,000.00
STREET LIGHTING		
Other Expenses	31-435-2	40,000.00
TELEPHONE		
Other Expenses	31-440-2	13,000.00
FUEL OIL/GASOLINE/NATURAL GAS		
Other Expenses	31-460-2	-
SANITARY LANFILL		
Other Expenses	32-465-2	85,000.00
UNIFORM CONSTRUCTION CODE		
Salaries & Wages	22-195-1	70,000.00
Other Expenses	22-195-2	1,500.00
UNCLASSIFIED		
CABLE TELEVISION		
Other Expenses	30-411-2	-
ACCUMULATED SICK LEAVE		
Salaries & Wages	30-415-1	-
COMMUNICATIONS		
Salaries & Wages	20-105-1	25,000.00
Other Expenses	20-105-2	8,000.00
MUNICIPAL COURT FUNCTIONS		
MUNICIPAL COURT		
Salaries & Wages	43-490-1	40,000.00
Other Expenses	43-490-2	2,000.00

PUBLIC DEFENDER		
Other Expenses	43-495-2	1,500.00
LIBRARY		
Salaries & Wages	29-390-1	115,000.00
Other Expenses	29-390-2	90,000.00
INTERLOCAL MUNICIPAL SERVICE AGREEMENTS		
COUNTY HEALTH SERVICES		
Other Expenses	42-401-2	12,000.00
M.C.I.A. RECYCLING		
Other Expenses	42-402-2	-
TOWNSHIP OF FREEHOLD IT SERVICES		
Other Expenses	42-403-2	16,500.00
ANIMAL CONTROL SERVICES		
Other Expenses	27-340-2	2,000.00
PUBLIC AND PRIVATE PROGRAMS		
2022 NJUCF Stewardship		-
		-
STATUTORY EXPENDITURES		
SOCIAL SECURITY SYSTEM		
Other Expenses	36-472-2	35,000.00
UNEMPLOYMENT COMPENSATION INSURANCE		
Other Expenses	23-225	-
PUBLIC EMPLOYEES RETIREMENT SYSTEM		
Other Expenses	36-471-2	566,641.00
POLICE AND FIREMAN'S RETIREMENT SYSTEM		
Other Expenses	36-475-2	1,052,747.00
DCRP		
Other Expenses	36-476-2	4,000.00
	SUBTOTAL	4,049,888.00
DEBT SERVICE		
BOND PRINCIPAL		
Other Expenses	45-920-2	-
INTEREST ON BONDS		
Other Expenses	45-930-2	-
M.C.I.A. LEASE/LOAN		
Other Expenses - Loans		-
Other Expenses - Leases	45-950-2	-
DBIZ LOAN		
Other Expenses	45-925-2	-
	SUBTOTAL	-
	GRAND TOTAL	4,049,888.00

2023 TEMPORARY WATER AND SEWER BUDGET

DESCRIPTION	2023 TEMP
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OPERATING		
Salaries & Wages		-
Other Expenses		-
Middlesex County Utilities Authority		300,000.00
Purchase of Water		400,000.00
STATUTORY EXPENDITURES		
Public Employee Retirement System		-
Social Security System		-
DEFERRED CHARGES		
Overexpenditure Budget Appropriation		-
	SUBTOTAL	700,000.00
DEBT SERVICE		
Payment of Bond Principal		-
Interest on Bonds		-
	SUBTOTAL	-
	GRAND TOTAL	700,000.00

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-76
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF LOCAL SUPPORT OF APPLICATION FOR A CLASS FIVE
RETAIL LICENSE FOR BLKBRN, LLC TO OPERATE A RETAIL CANNABIS
BUSINESS AT 176 WOODBRIDGE AVENUE IN THE BOROUGH OF HIGHLAND
PARK, COUNTY OF MIDDLESEX, NEW JERSEY**

WHEREAS, on August 17, 2021, the Mayor and Council of the Borough of Highland Park, Middlesex County, New Jersey, adopted Ordinance No. 21-2027 to permit up to five (5) Class 5 retail cannabis businesses to operate in certain zones within said Borough and defining the process and criteria for municipal local approval for said businesses; and

WHEREAS, on March 15, 2022, the Council adopted Ordinance 22-2044 to further refine the process and the criteria for evaluation of potential Class 5 cannabis retail business owners within said Borough; and

WHEREAS, in accordance with said Ordinances, the Borough issued a formal Request for Cannabis Application on May 9, 2022, soliciting applications from interested Class 5 cannabis retail businesses for the Borough's local support to pursue a license from the State of New Jersey for a Class 5 cannabis business, with applications due on or before June 3, 2022; and

WHEREAS, the Borough received 10 applications for local support to operate a Class 5 retail cannabis business within said Borough; and

WHEREAS, in accordance with the requirements referenced hereinabove, BLKBRN, LLC submitted a timely application for local approval of a Class 5 cannabis retail business, said application having been deemed complete and responsive to the request for cannabis application; and

WHEREAS, as provided for in the above-referenced ordinances, the Borough Administrator has completed her review, evaluation and scoring of the applications timely received to operate a Class 5 cannabis retail business within the Borough; and

WHEREAS, pursuant to the above-referenced ordinances, at this time the Council is authorized and directed to issue local approval by virtue of this Resolution for a Class 5 cannabis retail business local approval; and

WHEREAS, based upon the Borough Administrator’s evaluation and recommendation of the application materials submitted by BLKBRN, LLC and the Council’s review and analysis of same, the Council wishes to issue local support for the BLKBRN, LLC application to operate a Class 5 cannabis retail business within the Borough of Highland Park.

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

1. The recitals in the above “Whereas” clauses are hereby incorporated herein as if more fully restated.
2. In accordance with the Borough of Highland Park Ordinances 21-2027 and 22-2044, the Council hereby issues this Resolution of local support to BLKBRN, LLC for the operation of a Class 5 cannabis retail business at property located at 176 Woodbridge Avenue in the Borough of Highland Park.
3. In accordance with the above-referenced ordinances, the Borough’s local support of BLKBRN, LLC shall enable and require it to pursue in good faith a license from the State of New Jersey, Cannabis Regulatory Commission, for a Class 5 cannabis retail license.
4. A certified true copy of this Resolution of Local Support shall be provided by the Borough Clerk to BLKBRN, LLC upon its adoption.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-77
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF LOCAL SUPPORT OF APPLICATION FOR A CLASS FIVE
RETAIL LICENSE FOR ANJA LIFE, LLC TO OPERATE A RETAIL CANNABIS
BUSINESS AT 225 WOODBRIDGE AVENUE IN THE BOROUGH OF HIGHLAND
PARK, COUNTY OF MIDDLESEX, NEW JERSEY**

WHEREAS, on August 17, 2021, the Mayor and Council of the Borough of Highland Park, Middlesex County, New Jersey, adopted Ordinance No. 21-2027 to permit up to five (5) Class 5 retail cannabis businesses to operate in certain zones within said Borough and defining the process and criteria for municipal local approval for said businesses; and

WHEREAS, on March 15, 2022, the Council adopted Ordinance 22-2044 to further refine the process and the criteria for evaluation of potential Class 5 cannabis retail business owners within said Borough; and

WHEREAS, in accordance with said Ordinances, the Borough issued a formal Request for Cannabis Application on May 9, 2022, soliciting applications from interested Class 5 cannabis retail businesses for the Borough's local support to pursue a license from the State of New Jersey for a Class 5 cannabis business, with applications due on or before June 3, 2022; and

WHEREAS, the Borough received 10 applications for local support to operate a Class 5 retail cannabis business within said Borough; and

WHEREAS, in accordance with the requirements referenced hereinabove, ANJA LIFE, LLC submitted a timely application for local approval of a Class 5 cannabis retail business, said application having been deemed complete and responsive to the request for cannabis application; and

WHEREAS, as provided for in the above-referenced ordinances, the Borough Administrator has completed her review, evaluation and scoring of the applications timely received to operate a Class 5 cannabis retail business within the Borough; and

WHEREAS, pursuant to the above-referenced ordinances, at this time the Council is authorized and directed to issue local approval by virtue of this Resolution for a Class 5 cannabis retail business local approval; and

WHEREAS, based upon the Borough Administrator’s evaluation and recommendation of the application materials submitted by ANJA LIFE, LLC and the Council’s review and analysis of same, the Council wishes to issue local support for the ANJA LIFE, LLC application to operate a Class 5 cannabis retail business within the Borough of Highland Park.

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

1. The recitals in the above “Whereas” clauses are hereby incorporated herein as if more fully restated.
2. In accordance with the Borough of Highland Park Ordinances 21-2027 and 22-2044, the Council hereby issues this Resolution of local support to ANJA LIFE, LLC for the operation of a Class 5 cannabis retail business at property located at 225 Woodbridge Avenue in the Borough of Highland Park.
3. In accordance with the above-referenced ordinances, the Borough’s local support of ANJA LIFE, LLC shall enable and require it to pursue in good faith a license from the State of New Jersey, Cannabis Regulatory Commission, for a Class 5 cannabis retail license.
4. A certified true copy of this Resolution of Local Support shall be provided by the Borough Clerk to ANJA LIFE, LLC upon its adoption.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-78
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF LOCAL SUPPORT OF APPLICATION FOR A CLASS FIVE
RETAIL LICENSE FOR HERBALICITY, LLC TO OPERATE A RETAIL CANNABIS
BUSINESS AT 246 RARITAN AVENUE IN THE BOROUGH OF HIGHLAND PARK,
COUNTY OF MIDDLESEX, NEW JERSEY**

WHEREAS, on August 17, 2021, the Mayor and Council of the Borough of Highland Park, Middlesex County, New Jersey, adopted Ordinance No. 21-2027 to permit up to five (5) Class 5 retail cannabis businesses to operate in certain zones within said Borough and defining the process and criteria for municipal local approval for said businesses; and

WHEREAS, on March 15, 2022, the Council adopted Ordinance 22-2044 to further refine the process and the criteria for evaluation of potential Class 5 cannabis retail business owners within said Borough; and

WHEREAS, in accordance with said Ordinances, the Borough issued a formal Request for Cannabis Application on May 9, 2022, soliciting applications from interested Class 5 cannabis retail businesses for the Borough's local support to pursue a license from the State of New Jersey for a Class 5 cannabis business, with applications due on or before June 3, 2022; and

WHEREAS, the Borough received 10 applications for local support to operate a Class 5 retail cannabis business within said Borough; and

WHEREAS, in accordance with the requirements referenced hereinabove, HERBALICITY, LLC submitted a timely application for local approval of a Class 5 cannabis retail business, said application having been deemed complete and responsive to the request for cannabis application; and

WHEREAS, as provided for in the above-referenced ordinances, the Borough Administrator has completed her review, evaluation and scoring of the applications timely received to operate a Class 5 cannabis retail business within the Borough; and

WHEREAS, pursuant to the above-referenced ordinances, at this time the Council is authorized and directed to issue local approval by virtue of this Resolution for a Class 5 cannabis retail business local approval; and

WHEREAS, based upon the Borough Administrator’s evaluation and recommendation of the application materials submitted by HERBALICITY, LLC and the Council’s review and analysis of same, the Council wishes to issue local support for the HERBALICITY, LLC application to operate a Class 5 cannabis retail business within the Borough of Highland Park.

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

1. The recitals in the above “Whereas” clauses are hereby incorporated herein as if more fully restated.
2. In accordance with the Borough of Highland Park Ordinances 21-2027 and 22-2044, the Council hereby issues this Resolution of local support to HERBALICITY, LLC for the operation of a Class 5 cannabis retail business at property located at 246 Raritan Avenue in the Borough of Highland Park.
3. In accordance with the above-referenced ordinances, the Borough’s local support of HERBALICITY, LLC shall enable and require it to pursue in good faith a license from the State of New Jersey, Cannabis Regulatory Commission, for a Class 5 cannabis retail license.
4. A certified true copy of this Resolution of Local Support shall be provided by the Borough Clerk to HERBALICITY, LLC upon its adoption.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-79
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF LOCAL SUPPORT OF APPLICATION FOR A CLASS FIVE
RETAIL LICENSE FOR FLORO HIGHLAND PARK, LLC TO OPERATE A RETAIL
CANNABIS BUSINESS AT 85 RARITAN AVENUE IN THE BOROUGH OF
HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY**

WHEREAS, on August 17, 2021, the Mayor and Council of the Borough of Highland Park, Middlesex County, New Jersey, adopted Ordinance No. 21-2027 to permit up to five (5) Class 5 retail cannabis businesses to operate in certain zones within said Borough and defining the process and criteria for municipal local approval for said businesses; and

WHEREAS, on March 15, 2022, the Council adopted Ordinance 22-2044 to further refine the process and the criteria for evaluation of potential Class 5 cannabis retail business owners within said Borough; and

WHEREAS, in accordance with said Ordinances, the Borough issued a formal Request for Cannabis Application on May 9, 2022, soliciting applications from interested Class 5 cannabis retail businesses for the Borough's local support to pursue a license from the State of New Jersey for a Class 5 cannabis business, with applications due on or before June 3, 2022; and

WHEREAS, the Borough received 10 applications for local support to operate a Class 5 retail cannabis business within said Borough; and

WHEREAS, in accordance with the requirements referenced hereinabove, FLORO HIGHLAND PARK, LLC submitted a timely application for local approval of a Class 5 cannabis retail business, said application having been deemed complete and responsive to the request for cannabis application; and

WHEREAS, as provided for in the above-referenced ordinances, the Borough Administrator has completed her review, evaluation and scoring of the applications timely received to operate a Class 5 cannabis retail business within the Borough; and

WHEREAS, pursuant to the above-referenced ordinances, at this time the Council is authorized and directed to issue local approval by virtue of this Resolution for a Class 5 cannabis retail business local approval; and

WHEREAS, based upon the Borough Administrator’s evaluation and recommendation of the application materials submitted by FLORO HIGHLAND PARK, LLC and the Council’s review and analysis of same, the Council wishes to issue local support for the FLORO HIGHLAND PARK, LLC application to operate a Class 5 cannabis retail business within the Borough of Highland Park.

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

1. The recitals in the above “Whereas” clauses are hereby incorporated herein as if more fully restated.
2. In accordance with the Borough of Highland Park Ordinances 21-2027 and 22-2044, the Council hereby issues this Resolution of local support to FLORO HIGHLAND PARK, LLC for the operation of a Class 5 cannabis retail business at property located at 85 Raritan Avenue in the Borough of Highland Park.
3. In accordance with the above-referenced ordinances, the Borough’s local support of FLORO HIGHLAND PARK, LLC shall enable and require it to pursue in good faith a license from the State of New Jersey, Cannabis Regulatory Commission, for a Class 5 cannabis retail license.
4. A certified true copy of this Resolution of Local Support shall be provided by the Borough Clerk to FLORO HIGHLAND PARK, LLC upon its adoption.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 2-23-80
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF LOCAL SUPPORT OF APPLICATION FOR A CLASS FIVE
RETAIL LICENSE FOR MAIN STREET DISPENSARY, LLC TO OPERATE A
RETAIL CANNABIS BUSINESS AT 311 RARITAN AVENUE IN THE BOROUGH OF
HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY**

WHEREAS, on August 17, 2021, the Mayor and Council of the Borough of Highland Park, Middlesex County, New Jersey, adopted Ordinance No. 21-2027 to permit up to five (5) Class 5 retail cannabis businesses to operate in certain zones within said Borough and defining the process and criteria for municipal local approval for said businesses; and

WHEREAS, on March 15, 2022, the Council adopted Ordinance 22-2044 to further refine the process and the criteria for evaluation of potential Class 5 cannabis retail business owners within said Borough; and

WHEREAS, in accordance with said Ordinances, the Borough issued a formal Request for Cannabis Application on May 9, 2022, soliciting applications from interested Class 5 cannabis retail businesses for the Borough's local support to pursue a license from the State of New Jersey for a Class 5 cannabis business, with applications due on or before June 3, 2022; and

WHEREAS, the Borough received 10 applications for local support to operate a Class 5 retail cannabis business within said Borough; and

WHEREAS, in accordance with the requirements referenced hereinabove, MAIN STREET DISPENSARY, LLC submitted a timely application for local approval of a Class 5 cannabis retail business, said application having been deemed complete and responsive to the request for cannabis application; and

WHEREAS, as provided for in the above-referenced ordinances, the Borough Administrator has completed her review, evaluation and scoring of the applications timely received to operate a Class 5 cannabis retail business within the Borough; and

WHEREAS, pursuant to the above-referenced ordinances, at this time the Council is authorized and directed to issue local approval by virtue of this Resolution for a Class 5 cannabis retail business local approval; and

WHEREAS, based upon the Borough Administrator’s evaluation and recommendation of the application materials submitted by MAIN STREET DISPENSARY, LLC and the Council’s review and analysis of same, the Council wishes to issue local support for the MAIN STREET DISPENSARY, LLC application to operate a Class 5 cannabis retail business within the Borough of Highland Park.

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

1. The recitals in the above “Whereas” clauses are hereby incorporated herein as if more fully restated.
2. In accordance with the Borough of Highland Park Ordinances 21-2027 and 22-2044, the Council hereby issues this Resolution of local support to MAIN STREET DISPENSARY, LLC for the operation of a Class 5 cannabis retail business at property located at 311 Raritan Avenue in the Borough of Highland Park.
3. In accordance with the above-referenced ordinances, the Borough’s local support of MAIN STREET DISPENSARY, LLC shall enable and require it to pursue in good faith a license from the State of New Jersey, Cannabis Regulatory Commission, for a Class 5 cannabis retail license.
4. A certified true copy of this Resolution of Local Support shall be provided by the Borough Clerk to MAIN STREET DISPENSARY, LLC upon its adoption.

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 21, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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