

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
APRIL 18, 2023 – 7:00 PM

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

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

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

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

AGENDA

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

1. Call to Order and Open Public Meetings Statement.
2. Pledge of Allegiance.
3. Roll Call.
4. Agenda Questions by Council Members.
5. Honors, Awards and Presentations.
6. Approval of Minutes.
 - 6.a **MOTION** to approve minutes as distributed:
May 3, 2022 Regular Meeting
May 17, 2022 Regular Meeting and Executive Session
June 14, 2022 Regular and Executive Session
July 5, 2022 Regular and Executive Session **ROLL CALL VOTE**
7. Council Reports.
8. Borough Administrator's Report.
9. Borough Attorney's Report.
10. Mayor's Report.

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

12. Ordinances Requiring a Second Reading.

12.a **Ordinance No. 23-2070** An Ordinance Amending Chapter 9 Concerning the Expiration of Terms for Members of Various Boards, Committees and Commissions

a. Public Hearing.

b. MOTION to adopt/reject Ordinance No. 23-2070

MOTION adopt/reject

ROLL CALL VOTE

13. Ordinances Requiring a First Reading.

13.a **Ordinance No. 23-2072** An Ordinance Authorizing a Lease with Raices Cultural Center Pertaining to 20 River Road, Block 502, Lot 6, also Known as the Eugene Young Environmental Education Center

MOTION to approve/reject Ordinance No. 23-2072, authorize publication as required by law, and set up public hearing for May 2, 2023 **ROLL CALL VOTE**

14. Consent Agenda Items - Resolutions.

MOTION adopt/reject

ROLL CALL VOTE

14.a *4-23-114 Resolution Authorizing the Sale of Surplus Personal Property No Longer Needed for Public Use and Authorizing the Sale at Govdeals.com

14.b *4-23-115 Resolution Authorizing Removal and Installation of a Hot Water Heater at the Highland Park Police Department with AAA All Services, Inc. t/a Ken's Plumbing & Aaron Sewer Service

14.c *4-23-116 Resolution to Awarding Contract for Highland Park Library Interior Renovation Bid to Contract to Molba Carpentry, Inc. t/a Molba Construction

14.d *4-23-117 Resolution to Authorize Professional Services Agreement with RichView Consulting for Arboricultural Services Related to the NJDEP Stewardship Planting Grant

14.e *4-23-118 Resolution Authorizing a Memorandum of Understanding between the Highland Park, Edison, New Brunswick and Woodbridge Police Departments and Rutgers University Behavioral Health Care to Establish Joint Participation in the ARRIVE Together Program to Enhance and Support Responses to Certain Behavioral Health Crisis Calls

14.f *4-23-119 Resolution to Approve Bills List

15. Resolutions requiring a Separate Reading.

15.a 4-23-120 Resolution to Amend 2023 Municipal Temporary Budget
MOTION adopt/reject **ROLL CALL VOTE**

16. Appointments.

Public Information Commission:

Laurel Kornfeld
Mason Resnick
Haim Cohen
Holly Turner
Jen Voorhees
Olivia G. Parker
Valeri Drach Weidmann, HP Library Representative
Mark Krieger, BOE Representative

MOTION to confirm **ROLL CALL VOTE**

Rent Leveling Board

Jared Bilanin, Alt. 1 - Landlord

Mayor Appoints the Following:

Human Relations Commission:

Almetra Lundy, Alternate No. 1

NO CONFIRMATION NEEDED

17. Second Public Participation.

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

18. Recess (5 minutes).

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

20. Executive Session (if necessary).

21. MOTION to adjourn.

22. **Next Scheduled Meeting:** May 2, 2023 @ 7:00 PM

**BOROUGH OF HIGHLAND PARK
ORDINANCE NO. 23-2070**

AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX COUNTY
AMENDING CHAPTER 9 CONCERNING THE EXPIRATION OF TERMS FOR MEMBERS
OF VARIOUS BOARDS, COMMITTEES AND COMMISSION.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHLAND
PARK, MIDDLESEX COUNTY AS FOLLOWS:

1. Chapter 9 of the “Code of the Borough of Highland Park 2010” which establishes the Boards, Committees and Commissions for said Borough is amended to add Article XXV concerning the expiration of terms of office and shall read as follows:

Article XXV

EXPIRATION OF TERMS OF OFFICE

§ 9-106. Termination of Terms of Office.

Any person serving either a full or unexpired term of office as a member of any of the Boards, Committees and Commissions referred to in this Article shall have their term of office end on the 31st day of December of the year in which their term of office expires.

2. This Ordinance shall take effect upon passage of publication as required by law.

Introduced at the meeting on April 4, 2023

ADOPTED: April 18, 2023

ATTEST:

APPROVED: April 18, 2023

Jennifer Santiago
BOROUGH CLERK

Elsie Foster
MAYOR

**ORDINANCE NO. 23-2072
BOROUGH OF HIGHLAND PARK**

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK, COUNTY
OF MIDDLESEX, STATE OF NEW JERSEY AUTHORIZING A LEASE
WITH RAICES CULTURAL CENTER, A NONPROFIT CORPORATION
OF THE STATE OF NEW JERSEY PERTAINING TO BLOCK 502, LOT 6,
ALSO KNOWN AS THE EUGENE YOUNG ENVIRONMENTAL
EDUCATION CENTER.**

WHEREAS, the Borough of Highland Park (the “**Borough**”) is the owner of a parcel in the Borough designated as Block 502, Lot 6 on the Borough tax maps, and located at 20-40 River Road, Highland Park New Jersey 08904, commonly known as the “The Eugene Young Environmental Education Center” (the “**Property**”); and

WHEREAS, the Property, which was acquired for the Borough’s conservation and recreation district, is currently underutilized and the Mayor and Council desire to put the Property to beneficial use; and

WHEREAS, the Property consists of a one-story building with a green roof and adjoining green space; and

WHEREAS, the Raices Cultural Center, a nonprofit corporation of the State of New Jersey with a principal address located at P.O. Box 5701, New Brunswick, New Jersey 08901 (the “**RCC**”) desires to lease the Property to provide programs, services, research materials and educational opportunities to the public; and

WHEREAS, the RCC is an experienced nonprofit that has served as a valuable community resource and assisted the Borough in the past to support culture and educational services in many ways; and

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

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

WHEREAS, *N.J.S.A. 40A:12-15(i)* specifically authorizes a municipality to enter a lease with a nonprofit corporation for any activity that promotes the health, safety, and general welfare of the community and *40A:12-15(h)* authorizes a lease with a nonprofit corporation to provide services for poor or indigent persons or families; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the Borough of Highland Park to enter into a lease with RCC to provide programs, services, research materials and educational opportunities for the benefit of the public.

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

1. The statements and findings set forth in the preamble above are hereby incorporated as if fully restated herein.

2. Pursuant to *N.J.S.A. 40A:12-14* and *40A:12-15*, the Borough Council hereby authorizes the lease of the Property to the RCC to provide programs, services, research materials and educational opportunities for the benefit of the public., as described in Section 1 above, subject to the following conditions:

- A. Term: Through December 31, 2023, with the option to renew for up to two years thereafter or until terminated in writing.
- B. Consideration: Ten (\$10) dollars per year plus custodial and grounds care, and event and space management of the Property.
- C. Preparation of space: The RCC shall be responsible for clean-up of the Property, including front windows, with support from the Borough as needed.
- D. Insurance: The RCC shall provide the Borough with a certificate of insurance for general liability.
- E. Maintenance: The RCC shall provide regular custodial and grounds maintenance throughout the term of the lease.
- F. Steward: The RCC shall act as the Property steward throughout the term of the lease. RCC shall steward in a manner that is fair, equitable, and in the public's best interest.
- G. RCC shall submit annual reports to the Borough to meet the requirements of *N.J.S.A. 40A:12-14(c)*, including affirmation of the continued tax-exempt status of the nonprofit corporation.
- H. RCC shall submit annual certificates of insurance pursuant to *N.J.S.A. 40A:10A-1*, et. seq.

3. The Mayor, Administrator, Clerk, Borough Attorney, and other appropriate staff and officials are hereby authorized and directed to negotiate, prepare, and execute any and all such lease documents and undertake any and all such acts as may be needed to implement the terms hereof.

4. If any paragraph, section, subsection, sentence, sentence clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision of such holding and shall not affect the validity of the remaining paragraphs or sections hereof.

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

Introduced and Passed on First Reading: April 18, 2023

Adopted: _____

Approved: _____, 2023

Attest:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

LEASE

This Lease is made on this day of 2023, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and Raices Cultural Center, a nonprofit corporation of the State of New Jersey, having its principal address located at P.O. Box 5701 New Brunswick, New Jersey 08901, its representatives, agents, employees, assigns or successors (hereinafter referred to as “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant, Block 502, Lot 6 on the Borough tax maps, and located at 20-40 River Road, Highland Park, New Jersey 08904, commonly known as the Highland Park Environmental Center. (“Property”).
2. Term. The term of this Lease shall be from May 1, 2023, and ending December 31, 2023, with the term automatically renewing annually at the request of the Tenant for up to two years provided, however, that neither the Landlord nor Tenant has given written notice to the other at least (90) days before the expiration of the term for non-renewal.
3. Rent. The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant’s vital and important roles which it plays to ensure the vitality of the Landlord’s conservation and recreation district.
4. Sublease. The Tenant acknowledges that subletting is strictly prohibited.
5. Utilities.

- (a) The Landlord is responsible for obtaining and paying any and all utilities associated with the Property whether separately metered or not.
 - (b) The Tenant is responsible for obtaining and paying for internet, and cable for the Property.
 - (c) In the event that the Tenant fails to pay any and all such utility bills, the Landlord may pay said bills and deduct the payment from the Landlord's annual appropriation to the Tenant.
6. Locks. The Tenant shall not alter, change, or alter security access without the explicit consent of the Landlord.
7. Use of Property.
- (a) The Tenant may use the Property as office/event space for Raices Cultural Center.
 - (b) The Tenant agrees to be the steward of the Property. The Tenant shall, in a fair and equitable manner, coordinate, manage, and maintain the Property event calendar and submit all requests for the use of the Property to the Landlord for approval.
 - (c) The Tenant shall make every reasonable effort to ensure the Property is available to the Borough of Highland Park, its residents, and any entity, group, person, or persons authorized by the Landlord to use the Property.
 - (d) In the event of a Property use conflict, the Raices Cultural Center shall retain primary scheduling priority, the Borough of Highland Park shall retain secondary scheduling priority, and all authorized requests shall be prioritized in a reasonable manner thereafter.

8. Care of the Property.

- (a) The Tenant accepts the Property in its present condition.
- (b) The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease.
- (c) The Tenant shall be responsible for all repairs, replacement and damage caused by the act or neglect of the Tenant and/or the Tenant's agents, representatives, employees, assigns, contractors, subcontractors, and visitors.
- (d) The Tenant will remove all of the Tenant's Property at the end of the Lease.
- (e) The Tenant shall upon discovery of a structural defect, failure of any major system, or a dangerous condition, notify the Landlord and make a written request for repair.
- (f) In the event the Tenant fails, within a reasonable time, to notify the Landlord of emergent and/or necessary structural or infrastructural defect and said failure results in additional damage to the Property, the Tenant shall reimburse the Landlord for all costs arising from or related to the damage.
- (g) The Landlord shall be responsible for the routine repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.

9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations, or improvements to the Property.

10. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.

11. Maintenance.

- (a) The Landlord shall be responsible for normal and customary infrastructure maintenance of the Property, unless explicitly otherwise agreed in writing.
- (b) The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk.
- (c) The Tenant shall provide regular custodial maintenance for the Property, including any service required to maintain the cleanliness, health, safety, and appearance of the Property.
- (d) The Tenant shall maintain the exterior structure and grounds to ensure the outdoor areas are clean, beautiful, and orderly. The Landlord shall provide routine grounds maintenance including but not limited to pruning, landscaping, and mowing of the Property's existing features.
- (e) The Tenant shall ensure that there is adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order not to create a fire hazard.
- (f) The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease.

(g) In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.

12. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof, and major structural repairs only, unless caused by the Tenant's misuse or negligence.

13. Insurance.

(a) The Tenant shall maintain and register a certificate of insurance reflecting a minimum general liability policy of \$500,000 pursuant to, N.J.S.A. 40A:10A-1, et. seq. The Tenant shall also maintain fire insurance.

(b) The Tenant shall name the Landlord as an additional insured to all general liability, excess liability, workers compensation, fire, and/or flood insurance policies.

(c) The Landlord shall provide general liability and fire insurance for the Property which shall be in excess to the Tenant's general liability, fire, and/or flood insurance.

14. Access to the Property. The Landlord shall have access to the Property at any time to

(a) inspect the Property; (b) make necessary repairs, alterations, or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

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

(a) Maintain general liability insurance adding the Landlord as an additional insured.

- (b) Provide proof of registration of its certificate of liability insurance per N.J.S.A. 40A:10A-1, et seq. no later than (30) days following the Tenant's registration and renewal.
- (c) Pay for all repairs, replacements, and damage to the Property.
- (d) Continuously operate the business of Tenant during normal business hours, and not desert or abandon the Property.
- (e) Keep and maintain the Property and grounds in a neat, clean, safe, and sanitary condition and, if necessary, hire janitorial services to this end.
- (f) Take good care of the Property and all equipment and fixtures.
- (g) Keep the sidewalk, entryway, and grounds free from dirt and garbage.
- (h) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
- (i) Promptly notify the Landlord when there are conditions which need repair.
- (j) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
- (k) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (l) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
- (m) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.

- (n) Do nothing to destroy, deface, damage, or remove any part of the Property.
- (o) Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
- (p) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.

16. Quiet Enjoyment. The Tenant shall perform all of the covenants and agreements herein to be performed by the Tenant. At all times during the lease, Tenant shall have peaceful and quiet enjoyment of the Property against any person claiming by, through or under the Landlord.

17. Hazardous Use. The Tenant will not store on the Property anything which is hazardous, flammable, or explosive including but not limited to lithium-ion batteries.

18. Workers' Compensation Insurance. The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by the Tenant naming the Landlord as an additional insured.

19. Indemnification. Tenant shall defend, save, and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.

20. Fire and Extended Coverage. The Tenant shall insure the Tenant's Property within the Property. The Landlord shall not be responsible for any damage to the Tenant's Property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.

21. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
22. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
23. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
24. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

Jennifer Santiago
Borough Clerk

LANDLORD:
BOROUGH OF HIGHLAND PARK

By: _____
Mayor Elsie Foster

TENANT:
RAICES CULTURAL CENTER

Date:

By: _____

**RESOLUTION NO. 4-23-114
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**A RESOLUTION AUTHORIZING THE SALE OF SURPLUS
PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE AND AUTHORIZING
THE SALE AT GOVEDEALS.COM**

WHEREAS, the Borough of Highland has determined that the personal property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Borough of Highland Park intends to utilize the online auction services of GovDeals located at www.govdeals.com; and

WHEREAS, the sales are being conducted pursuant to N.J.S.A. 40A:11-36 and the guidance set forth in the Division of Local Government Services' Local Finance Notice 2019-15,

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 Borough of Highland Park is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website entitled govdeals.com.
2. The terms and conditions of the agreement entered into between Govdeals and the Borough of Highland Park are available at www.govdeals.com and in the Borough Clerk's office.
3. That a certified copy of the within Resolution be forwarded to the Chief Finance Officer, Public Works Superintendent, and Administrator.

Year	Make	Model/Description	VIN/Serial No.
1996	Ford	Jet Flusher	1FDYR82E0TTV014404
2004	Ford	Crown Victoria	2FAFP71W4YX201971
2000	Ford	Crown Victoria	2FAFP71W4YX201972
2006	Ford	Crown Victoria	2FAFP71W36X130677
2007	Ford	Crown Victoria	2FAFP71WX7X138292
2010	Ford	Crown Victoria	2FABP7BV0AX124378
2006	Ford	Crown Victoria	2FAFP71W56X130678
2003	Eloin	Street Sweeper	P-3924-S
1998	Jeep	Cherokee	1J4FJ28S77WL212145
1990	Chevrolet	Suburban	1GNEV16K9LF159596
1998	Ford	Expedition	1FMPU18L4WLC27850
2006	Dodge	Durango	1D4HB38P46F190085

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 April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 4-23-115
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING REMOVAL AND INSTALLATION OF A HOT WATER HEATER AT THE HIGHLAND PARK POLICE DEPARTMENT WITH AAA ALL SERVICES, INC. T/A KEN’S PLUMBING & AARON SEWER SERVICE

WHEREAS, there is a need for replacement of a hot water heater at the Highland Park Police Department; and

WHEREAS, three (3) quotes were solicited and only one quote was received as follows:

AAA All Services, Inc. t/a Ken’s Plumbing & Aaron Sewer Service	\$9,293.13
Grainger	\$9,745.64
All County Mechanical	no quote provided; and

WHEREAS, the Superintendent of Public Works has recommended that said services be purchased from AAA All Services, Inc. t/a Ken’s Plumbing & Aaron Sewer Service based on their quote for same, response time, experience and equipment; and

WHEREAS, funds for this purpose are available in Current Fund Account No. 3-01-26-310-232, in an amount not to exceed \$9,293.13 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. 2023-34.

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 Superintendent of Public Works is hereby authorized and directed to accept the quote for removal and replacement of hot water heater at the Highland Park Police Department from AAA All Service, Inc. t/a Ken’s Plumbing & Aaron Sewer Service, 1606 Route 27, Edison, NJ 08817, at a total cost not to exceed \$9,293.13.
2. A certified copy of this resolution be forwarded to the Superintendent of Public Works and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

AAA ALL SERVICES, INC
T/A Ken's Plumbing & Aaron Sewer Service
1606 Route 27, Edison, NJ 08817

Master Plumber #8329
Michael P. Casper
732-985-4428 Fax 985-7866

PROPOSAL

March 30, 2023

Highland Park Police Department
220 S. 5th Ave
Highland Park, NJ 08904

732-894-7085

Material is guaranteed to be as specified for 1 year from the date of installation. Any alteration from specifications below involving extra costs above the cost of this proposal will be executed upon written orders only. All Service, Inc. carries all necessary insurance.

Authorized signature: Michael P. Casper

Date: March 30, 2023

PROPOSAL LOCATION: 26 Stevens Rd. Edison, NJ 08817

- Remove 80-gallon electric water heater on 2nd floor.
- Supply and install 80-gallon 6 phase 208 volt American Standard water heater in pan.

PROPOSED TOTAL COST: \$9,293.13

NOTES: - If permit needed, police department responsible for permit process

ACCEPTANCE OF PROPOSAL:

The above prices, specifications and conditions are satisfactory and are accepted. All Service, Inc. is authorized to do the above work as specified in this contract. Payment will be made as outlined above.

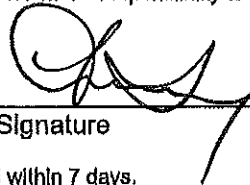
CANCELLATION POLICY: (Job Dates/Parts Ordered)

All Service requires no less than 48 business hours otherwise 10% of your deposit will be withheld. Some parts may not be returnable, or our vendor may charge a restocking fee. You will be responsible for any fees or charges incurred.

AAA All Service, Inc. requires a signed contract and 50% deposit in their office no later than seven business days before this job is scheduled to start. It is the customer's responsibility to make sure we have received them.

Frank May

Print Name



Signature

3/31/23

Date

We can withdraw this proposal if not accepted within 7 days.

Office use only:

DEPOSIT RECEIVED:

AMOUNT: _____ CHECK #: _____ BALANCE: \$ _____ Service Tech: AF

RESOLUTION NO. 4-23-116

**BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AWARDING CONTRACT FOR HIGHLAND PARK PUBLIC LIBRARY
INTERIOR RENOVATIONS TO MOLBA CARPENTRY, INC. T/A MOLBA CONSTRUCTION**

WHEREAS, pursuant to duly advertised Notice to Bidders solicited pursuant to the provisions of the Local Public Contracts Law, on March 23, 2023, sixteen (16) bids were received for the Highland Park Public Library Interior Renovations for a Base Bid as well as two Alternates, as described in the bid tabulation attached hereto as if full restated; and

WHEREAS, the lowest bid for the Base Bid alone, and the Base Bid plus Alternates 1 and 2, was submitted by Molba Carpentry, Inc. t/a Molba Construction, 392 Liberty Street, Little Ferry, New Jersey as follows:

Base Bid	\$697,300.00
Alternate 1	29,500.00
Alternate 2	9,400.00; and

WHEREAS, the Borough’s architect and Borough Attorney have reviewed the bid submitted by Molba Carpentry, Inc. t/a Molba Construction and advises that it is responsive and in compliance with the minimum bidding requirements; and

WHEREAS, the Borough seeks to award a contract for the Base Bid only at this time to Molba Carpentry, Inc. t/a Molba Construction for the not to exceed total contract amount of \$697,300.00; and

WHEREAS, funds for this purpose are available in Capital Fund Account No. C-04-55-831-001, in an amount not to exceed \$67,300.00 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. 2023-36.

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 Council hereby awards a contract for the Highland Park Public Library Interior Renovations to Molba Carpentry, Inc. t/a Molba Construction, 392 Liberty Street, Little Ferry, New Jersey, for the Base Bid alone and not to exceed total contract amount of \$697,300.00.
2. The Mayor and Clerk are hereby authorized and directed to execute an Agreement consistent herewith.

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 April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Bids Sent: 42
 Bids Received: 16

The Borough of Highland Park

Bids Taken for:	Highland Park Public Library Interior Renovations			
Date:	March 23, 2023	Time:	11:00 AM	

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Vendor's Name & Address	Paley Construction Company Inc., 105A Fleming Street, Piscataway NJ 08854	Lanyi & Tevald Inc. 6 Powder Horn Drive Warren, NJ 07059	Catcord Construction 17 North Fairview Avenue Paramus, NJ 07652	Shorelands Construction Inc. 7 Columbus Drive Monmouth Beach, NJ 07750-1003	G Meyer Group 1009 New Brunswick Avenue, Manasquan, NJ 08736	Santorini Construction Inc. 1 South Riverside Drive, Neptune NJ 07753	Molba Construction 392 Liberty Street, Little Ferry, NJ 07643	TNS Construction LLC, 1294 Waverloo Road, Stanhope, NJ 07874	Brahma Construction LLC, 1360 Route 23, Wayne, NJ 07470	VMF Construction 10-09 Utica Terrace, Fair Lawn, NJ 07410	GJG Construction & Consulting LLC, 273 Hayes Drive, Saddle Brook, NJ 07663	RJ Michaels & Co., Inc., 333 Dodd Street, East Orange, NJ 07017	Tekcon Construction Inc., 285 Davidson Avenue, Suite 201, Somerset, NJ 08873	EMY Solutions LLC, 19 Summerfield Blvd., Dayton NJ 08810	Skopye, LLC, 40 Henry Road, Newton, NJ 07860	Northeastern Interior Svcs LLC, 5 Fairfield Ave., Little Falss, NJ 07424
Base Bid	\$895,624.00	\$844,080.00	\$772,300.00	\$771,000.00	\$728,000.00	\$756,000	\$697,300.00	\$840,000	\$1,047,000	\$920,000	\$904,000.00	\$1,145,000.00	\$1,218,350.00	\$815,000.00	\$792,000.00	\$887,000.00
Alt #1	\$43,814.00	\$24,490.00	\$33,000.00	\$30,000.00	\$32,400.00	\$34,000.00	\$29,500.00	\$36,000.00	\$179,701	\$27,000.00	\$33,000.00	\$25,434.00	\$32,615.20	\$24,000.00	\$31,000.00	\$30,000.00
Alt #2	\$26,778.00	\$9,940.00	\$42,000.00	\$20,000.00	\$19,800.00	\$15,000.00	\$9,400.00	\$10,000	\$31,740.00	\$17,000.00	\$14,300.00	\$13,125.00	\$14,230.80	\$24,000.00	\$17,000.00	\$17,000.00

60 days from bid opening: Mon., May 22, 2023

**RESOLUTION NO. 4-23-117
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH
RICHVIEW CONSULTING FOR ARBORICULTURAL SERVICES RELATED TO THE
NJDEP STEWARDSHIP PLANTING GRANT**

WHEREAS, the Borough of Highland Park has a need for arboricultural services in connection with the Borough’s 2022 NJDEP Stewardship Planting Grant; 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, Richard Wolowicz of Richview Consulting is a Licensed Tree Expert (License #281) in New Jersey; and

WHEREAS, the Mayor and Council desire to provide a written agreement providing for the compensation of Richard Wolowicz and his firm to serve as the Borough’s arboricultural expert on the execution of the 2022 NJDEP Stewardship Planting Grant; and

WHEREAS, funds for this purpose are not to exceed the amount of \$7,500.00 without further resolution of Council; and

WHEREAS, funds will be available for this purpose in the amount of \$7,500.00 in account No. G-02-41-766-200 provided for by the 2023 Municipal Budget, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2023-35.

NOW, THEREFORE, BE IT RESOLVED by 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 Richard Wolowicz of Richview Consulting, 4 Maude Lane, Hackettstown, NJ 07840-5619, a copy of which is attached hereto
2. Notice of this contract be published as required by law and that a copy of the executed Agreement be placed on file in the Office of the Borough Clerk.

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 April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2023

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 18th day of April 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 RichView Consulting, 4 Maude Lane, Hackettstown, NJ 07840-5619 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with tree planting plan creation, day of planting oversight and tree survival/health checkups 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 April 18, 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 attached, the amount of said compensation shall not exceed **\$7,500.00** 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: _____
Richard Wolowicz, RichView Consulting



Arboricultural & Forestry Services
www.richviewconsulting.com

4 Maude Ln Hackettstown, NJ 07840-5619 Phone 973-220-6797 Fax 973-346-1914 Rich@RichViewConsulting.com

April 13, 2023

Emma Von Thun
Highland Park Borough
221 South 5th Ave
Highland Park, NJ 08904

Dear Ms. Von Thun:

RichView Consulting would be honored to continue providing Arboricultural Consulting services for the Borough of Highland Park. We started this work last year and look forward to continue on this project and any future work.

The service includes, but not limited to:

- tree planting plan creation,
- day of planting oversight, and
- tree survival/health checkups.

We will hold our hourly price from last year of \$92.00 per hour plus on the job mileage reimbursement based on current IRS Standards.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Richard Wolowicz".

Richard Wolowicz
RichView Consulting

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

RESOLUTION NO. 4-23-118

**BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING MEMORANDUM OF
UNDERSTANDING WITH THE RUTGERS UNIVERSITY BEHAVIORAL
HEALTH CARE SERVICES**

WHEREAS, N.J.S.A. 30:4-27.1, et seq., sets forth a policy for public mental health cooperation between police departments and mental health service providers to insure the safe and effective delivery of mental health services responding to certain behavioral crisis calls; and

WHEREAS, the Mayor and Council of the Borough of Highland Park wish to support the delivery of said services by having the Borough of Highland Park Police Department participate in a pilot program with the Rutgers University Behavioral Health Care Services.

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 Clerk of the Borough of Highland Park are hereby authorized to enter into a Memorandum of Understanding with the Rutgers University Behavioral Health Care Services to cooperate in the delivery of behavioral health care services.
2. A copy of the Memorandum of Understanding is on file with the Borough Clerk and may be inspected during regular business hours.

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 April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

MEMORANDUM OF UNDERSTANDING

between

New Brunswick PD, Highland Park PD, Edison PD, Woodbridge PD

Participating Police Department(s)

and

Rutgers University Behavioral Health Care

Participating Mental Health Service Provider

**TO ESTABLISH JOINT PARTICIPATION IN THE ARRIVE
TOGETHER PROGRAM TO ENHANCE AND SUPPORT
RESPONSE TO CERTAIN BEHAVIORAL HEALTH CRISIS
CALLS**

This Memorandum of Understanding is entered into between the above-Participating Police Department(s) (“PPD” or “officer”) and the above-named Mental Health Service Provider (“MHSP”) (collectively “the Parties”), to establish joint participation in the ARRIVE Together Program (“the Program”) to enhance and support law enforcement and response to certain behavioral health crisis calls, and shall confirm the mutual understanding and intention of the Parties as set forth herein.

WHEREAS, pursuant to NJSA 30:4-27.1, et seq. (“Screening Law”) and NJAC 10:31-1.1, et seq. (“Screening Regulations”), it is the policy of this State to provide for a public mental health system that delivers treatment consistent with a person’s clinical condition, and that screening services be developed as the public mental health system’s entry point in order to provide accessible crisis intervention, evaluation and referral services to persons with mental illness, to offer persons with mental illness clinically appropriate alternatives to inpatient care, and, when necessary, to provide a means for involuntary commitment to treatment; and

WHEREAS, the Parties recognize the importance of ensuring the safety of every person involved in civilian-law enforcement interactions, and that many of the negative outcomes that have resulted from such interactions may stem from law enforcement officers responding to situations involving individuals experiencing behavioral health crises; and

WHEREAS, the MHSP has been designated by the New Jersey Department of Human Services (“DHS”) to provide screening services in accordance with the Screening Law and Regulations, within the county being served by this MOU; and

WHEREAS, DHS contracts annually with the MHSP for the provision of screening services, pursuant to NJAC 10:31:10.1(c), and DHS Contracting Policy; and

WHEREAS, the Screening Law provides officers and mental health specialists with the legal authority to transport or authorize transport of individuals who are experiencing a behavioral health crisis to an emergency department for a full assessment where appropriate; and

WHEREAS, law enforcement officers may request the assistance of mental health specialists when responding to emergency service calls that relate to behavioral health crises and mental health personnel may request assistance from officers when responding to requests for emergency screening; and

WHEREAS, in an effort to improve the outcomes in law enforcement's response to emergency behavioral health crisis calls, to divert individuals in crisis from unnecessary entry into the criminal justice system, and to more efficiently employ the resources of both the PPD and the MHSP as they respond to calls for service together, the Parties seek to establish a Pilot Program; and

WHEREAS, this MOU is intended to memorialize the relationship and delineate the responsibilities of the Parties in this cooperative joint effort.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions

For the purposes of the Program, the following definitions shall apply:

- A. Behavioral Health Crisis Calls** means emergency calls for service received by the PPD's 911 system or by the MHSP, which involve:
- a. Behavioral/mental health;
 - b. Confused/disoriented person;
 - c. Welfare check;
 - d. Suicide; and
 - e. Other categories that the PPD deems appropriately related to behavioral health identified during the course of the Pilot Program.
- B. MHSP specialist** means a mental health screener as defined by N.J.S.A. 30:4-27.2 or other qualified specialist, such as a crisis intervention specialist, therapist, social worker, psychiatrist, psychologist, nurse, or other professional possessing the relevant academic training or experience to do outreach for the purposes of clinical screening.

II. Program Description

A. Location

1. The Program will respond to behavioral health calls for service made to:
 - a. County: Middlesex
 - b. Municipality(ies): New Brunswick, Highland Park, Edison, Woodbridge

B. Program Type

1. The Parties may select one or more Program types as set forth in Section B and described more fully in Section C below for the term of this MOU. Should the Parties change, reduce or increase the Program type during the term of this MOU, the Parties shall notify DHS and LPS who shall determine whether such change, reduction or increase in Program type is authorized. Any such material change to the terms and conditions of this MOU shall require a written amendment, signed by the Parties, and may result in changes to other terms and conditions herein.
2. The Parties agree to implement one or more of the Programs as selected below.
 - a. Co-Responder Program (law enforcement officer and MHSP specialist respond together to emergency service calls and/or follow up visits that relate to behavioral health crisis)
 - b. Telehealth Program (law enforcement officers provided with electronic devices to connect persons suffering behavioral health crisis to a MHSP specialist via video to receive services)
 - c. Follow-up Program (law enforcement officers inform MHSP specialist of individuals encountered by law enforcement that need services of MHSP specialist within a designated timeframe following the law enforcement interaction as determined by the Parties)

C. Program Responsibilities (as applicable)

1. Frequency
 - a. The Program will be implemented weekly on the days determined by the Parties, and at times of the highest volume of behavioral health crisis calls for service as determined by the PPDs, in consultation with DHS.
 - i. The PPDs will determine a staffing schedule for their officers.

- ii. Regardless of where the participating officer is based, the Program will always respond to qualifying calls in any of the participating municipalities identified in Section 1.b. above, as described below.
- b. Shift times will be determined by the parties, and may be altered if, in consultation with DHS and the Mental Health Service Provider (“MHSP”), the PPDs determine that significantly greater relevant calls for service consistently occur at different hours.

2. Personnel

- a. The PPDs will each provide one or more experienced law enforcement officers who complete Crisis Intervention Team (“CIT”) training before or during the Program to participate in the Program. Participating Officers will not wear full uniform during the Program shifts, and instead will wear a polo shirt with an agency logo, or similar, and will drive an unmarked vehicle.
- b. At each service call, the Officers will identify themselves as law enforcement officers and ensure the safety of all actors before the MHSP specialist exits the police vehicle, to ensure there are no violent or potentially violent actors on scene, and remain at the scene while the Screener provides services.
- c. The PPDs shall provide training to each specialist identified by the participating MHSP on the proper procedures and protocols for riding in an unmarked police vehicle and responding to calls with an Officer prior to any specialist participating in the Program.
- d. The MHSP will provide one or more experienced specialists to participate in the Program. The participating specialists will perform crisis intervention and screening services consistent with their statutory and regulatory duties at each call for service.
- e. The Officer will transport the MHSP specialist to calls for service in an unmarked police vehicle. The Officer will not respond to other calls for service while transporting the MHSP specialist except for those behavioral health crisis calls as defined below. In the event of an emergency that needs the Officer’s immediate attention and is in the Officer’s plain view, such as a motor vehicle accident or serious injury, the officer will stop to provide immediate assistance until further police assistance arrives. In the event of a call involving a life-threatening emergency, the Officer will only respond to the call upon the direction of their supervisor and will first transport the MHSP specialist to the closest safe location prior to responding to the call.

3. Coverage

- a. The Program will respond to all behavioral health crisis calls for service made to the PPDs’ 911 system within the identified county, including those originating from the public, those incoming from other law enforcement officers or agencies within the area, and those incoming from the MHSP to the PPDs and/or their 911 systems.

- b. The Program will respond to crisis calls originating from the psychiatric emergency screening service within the identified county and 9-8-8 calls from individuals residing in the locales where the program operates.
- c. The Program will respond to qualifying calls made to the municipality(ies) identified in Section II.A.1.(b) above, regardless of whether the officer participating in the shift is based in that municipality. During cross-jurisdictional responses (e.g., municipal officer transporting the MHSP specialist to a location in another municipality), the officer's responsibility is to bring the MHSP specialist to the location of the call, where the MHSP specialist will be met by officers (CIT trained where possible) from the municipality from which the call originated who will be responsible for securing the scene before the MHSP specialist enters. At the scene, the Program officer shall remain with the vehicle, and shall only provide assistance if specifically requested by the officers on scene.
- d. When not responding to calls for service, the Program participants will proactively undertake follow-up visits with individuals from prior services or initiate contact with individuals identified as at-risk through other means.

4. Data Collection and Evaluation

- a. PPDs and MHSPs shall collect data relevant to the assessment of the Program, as specified by the Department of Law and Public Safety (LPS) and/or Department of Human Services (DHS), Division of Mental Health and Addiction Services (DMHAS).
- b. Should LPS retain an academic institution to perform an evaluation of the Program the Parties and Participating Agencies agree, upon request, to provide the retained academic institution access to relevant data, subject to appropriate privacy and cybersecurity protections, to include 911 or computer-aided dispatch (CAD) data and interviews of participating employees, for the purposes of performing the assessment. The academic institution shall execute any required confidentiality agreements. If personally identifiable information is being shared, a confidentiality agreement must be HIPAA compliant. 45 C.F.R. 164.512(i).

III. PPD Responsibilities

- A. The PPD shall perform all necessary tasks required to implement the Program as detailed Section II above, including, during responses to qualifying emergency calls for service, the participating officer shall assess and take measures to secure the environment in order to mitigate the potential for harm to the officer, mental health specialist, client, and any bystanders.
- B. The PPD shall make available the qualified officers required to implement the Program as detailed in Section II, and shall ensure all requisite training (including the requirement that all officers participating in the initiative successfully complete CIT training) and certifications have been obtained by participating officers.

- C. The PPD shall implement operational changes, as it deems necessary, to implement the Pilot Program, as detailed in Section II.
- D. The PPD shall provide the equipment necessary for participating officers to perform their duties under the Program, including providing an unmarked vehicle during the course of the Program.
- E. The PPD shall provide training to each participating MHSP specialist on the proper procedures and protocols for riding in a law enforcement vehicle and/or responding to calls with a police officer prior to any MHSP specialist participating in the Program.
- F. The PPD shall cooperate with the MHSP, other participating Law Enforcement Agency Partners within the county, as identified herein, as well as DHS, DMHAS, and LPS, to facilitate and execute the goals of the Program. The PPD shall not request that the MHSP perform any activities that conflict with the Screening Law or Screening Regulations.
- G. The PPD shall ensure their participating officers follow all applicable Law Enforcement Directives and Guidelines issued by the Attorney General of New Jersey, as updated, amended, or supplemented (available at <https://www.njoag.gov>).

IV. MHSP Responsibilities

- A. The MHSP shall perform all necessary tasks required to implement the Program detailed in Section II, and shall provide those services in a manner consistent with the Screening Law and Screening Regulations.
- B. The MHSP shall provide the specialists required to implement the Program, and shall ensure all requisite training has been obtained by the participating specialists.
- C. The MHSP shall ensure the equipment necessary for the participating specialists to perform their duties under the Program is provided. The equipment must be provided by the MHSP.
- D. The MHSP shall cooperate with the other Parties to facilitate and execute the Program in a manner consistent with the Screening Law and Screening Regulations.
- E. The MHSP shall bill DHS for services provided under the Program at the rate set forth herein under the same terms as included in the existing contract between DHS and the MHSP.
 - 1. The total amount billed under the Program shall not exceed the amount as determined by DHS and/or LPS and conveyed under a separate writing.
 - 2. The MHSP shall provide DHS with quarterly invoices specifically for services provided under the Program.
 - 3. The MHSP shall provide DHS with quarterly expenditure reports specifically for services provided under the Program in accordance with the DHS Contract Manual.

V. Funding

- A. Consistent with the terms of the existing contract between the MHSP and DHS, and the DHS Contract Policy and Information and Contract Reimbursement Manual, MHSP specialists participating in the Program shall be compensated for all services performed under the Program at their ordinary pay and ordinary contractual obligations.
1. Payments to the MHSP for work performed in accordance with the Program, including overtime, if any, shall be allowed up to a maximum total amount reimbursed as determined by DHS and/or LPS and conveyed under a separate writing.
 2. The amount billed by the MHSP under the Program shall only include those amounts above insurer reimbursements.
- B. Except as set forth in the Paragraph A in this Funding Section, each Party shall bear its own costs, including operational costs, in relation to this MOU. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.

VI. Points of Contact

- A. The individual points of contact (“POC”) for each of the Parties to this MOU, and any other participating Law Enforcement Partners within the County, are set forth in Attachment A, which shall be attached hereto and made part of this MOU.
- B. The Parties agree that if there is any change to the POC or POC contact information, they will inform the other Parties in writing within 10 business days of the change and update the list of POCs in Attachment A accordingly.

VII. Dispute Resolution

- A. The Parties agree to cooperate and confer with each other to address any disputes or issues which may arise in relation to this MOU and/or the Pilot Program.

VIII. Liability

- A. Each Party shall be responsible for the actions of its officers and employees occurring during the performance of their obligations under this Agreement subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq, the Contractual Liability Act, N.J.S.A. 59:13-1, et seq., the availability of appropriated funds, and the MHSP’s insurance obligations under its existing contract with DHS to provide screening services under the Screening Law. The State of New Jersey cannot agree to indemnify any third party grantee or contractor, and is not providing any indemnification to any third party grantee or contractor. The State of New Jersey does not carry general liability insurance, but the liability of the State and the

obligation of the State to be responsible for tort claims against it are covered under the terms and provisions of the Act. The Act also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1. For claims beyond the purview of the Tort Claims and Contractual Liability Acts, it is agreed that none of the Parties to this Agreement assume any liability whatsoever for any alleged wrongful acts or omissions of the agents, servants, contractors, or employees of the other. Nothing in this Agreement shall be construed to waive any defenses or immunities available to any Party or its employees under the Tort Claims Act or other applicable law.

- B. The MHSP's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from the acts occurring prior to termination, and shall remain in effect until all potential liabilities arising from this MOU and the Program have lapsed.
- C. This MOU shall not be interpreted as a waiver of sovereign immunity. Any liability of the agencies that are party to this MOU is, to the extent applicable, subject to the New Jersey Screening Law, N.J.S.A. 30:4-27.1, et seq., and specifically, N.J.S.A. 30:4-27.7, the New Jersey Tort Claims Act, supra, the New Jersey Contractual Liability Act, supra, any other applicable law, and the availability of funding.
- D. For the duration of the Program, any MHSP specialist participating in the Pilot Program and receiving training from the PPD or other Participating Law Enforcement Agencies shall remain an employee of the MHSP and at no point will be considered an employee of the State of New Jersey, LPS, DHS, the PPD or other Participating Law Enforcement Agencies. Neither the State, LPS, DHS, nor the PPD or other Participating Law Enforcement Agencies shall have control over the duties of any MHSP specialist participating in the Program, or their performance thereof.

IX. Duration, Withdrawal, and Termination

- A. The MOU will take effect upon signature of the Parties and shall remain in effect until June 30, 2024.
- B. Any Party may terminate the agreement by providing all other Parties 30 days written notice. Such notice shall also be provided to DHS, DMHAS, and LPS at the contact addresses in Attachment A.
- C. Upon mutual agreement of the Parties, and with the approval of DHS and LPS, the Program may be renewed for additional one-year terms. Any such renewal shall be set forth in writing and attached hereto and made part of this MOU.

X. Compliance with Other Laws

- A. The Parties agree that in the performance of this MOU and the Program, they will comply with all applicable federal, State, and local laws, statutes, and regulations, including all

requirements of the Screening Law and Regulations and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

XI. Effect on Other Authorities

- A. Nothing in this MOU is intended to restrict the authority of any Party to act as permitted by law, or to restrict a Party from administering or enforcing any law. This MOU should not be construed as limiting or impeding the basic spirit of cooperation that exists between the Parties.
- B. This MOU does not impose any additional duties and responsibilities on any of the Parties that go beyond that which is already required by existing law.

XII. Assignment

- A. Neither this MOU nor any of the rights, duties, or obligations of the Parties hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, without the prior written consent of the other Parties. Any assignment or delegation or attempted assignment or delegation without such consent shall be void and of no force or effect.

XIII. Severability

- A. Nothing in this MOU is intended to conflict with applicable State or federal laws, the directives of the Attorney General of New Jersey, or a Party's regulations. If a provision of this MOU is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions of this MOU shall remain in full force and effect.

XV. No Private Rights Created

- A. This MOU does not create any right or benefit, substantive or procedural, enforceable in law or in equity, against the State of New Jersey, or against any department, agency, officer, employee of the State of New Jersey, any Party to this MOU, entity, or any other person.

XVI. Non-Waiver

- A. The failure by a Party to insist on performance of any term or condition or to exercise any right or privilege included in this MOU shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this MOU shall constitute a waiver of any subsequent breach or breaches of such term.

XVII. Entire Agreement & Amendments or Modifications

- A. This MOU may be amended by deletion or modification of any provision contained herein, or by adding new provisions, after written consent of the Parties. Any such amendment or modification shall be in writing, in the form of an Addendum to this MOU, which shall be

signed by the Parties and shall be attached hereto and made part of this MOU.

- B. This MOU, including any Attachments and Schedules contained within it, represents the entire understanding and agreement between the Parties and supersedes all prior agreements and understandings between the Parties

XVIII. Authorization

- A. By execution of this MOU, the Parties represent that they are duly authorized and empowered to enter into this MOU and to perform all duties and responsibilities established in this MOU.

XIX. Electronic Signature and Counterparts

- B. The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. This MOU may be executed in counterparts and those counterparts, when assembled, shall constitute the Entire Agreement as defined above.

SIGNATURE PAGE FOLLOWS

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Signatories

The terms of this Agreement have been read and understood by the persons whose signatures appear below.

For the Mental Health Service Provider:

Provider Name: Rutgers University Behavioral Health Care

By: _____
Name:
Title:

Dated: _____

For the Participating Police Department(s):

PPD Name: New Brunswick Police Department

By: _____
Name:
Title:

Dated: _____

PPD Name: Highland Park Police Department

By: _____
Name:
Title:

Dated: _____

PPD Name: Edison Police Department

By: _____
Name:
Title:

Dated: _____

PPD Name: Woodbridge Police Department

By: _____
Name:
Title:

Dated: _____

Attachment A

POINT OF CONTACT INFORMATION

For the Department of Law and Public Safety:

LPS: Derick D. Dailey
Senior Counsel to the Attorney General
Office of the Attorney General
25 Market Street
P.O. Box 081
Trenton, NJ 08625
Email: derick.dailey@njoag.gov
Phone: 609-471-0339

For the Department of Human Services:

Valerie Mielke
Assistant Commissioner
Division of Mental Health and Addiction Services
5 Commerce Way, 2nd floor
Hamilton, N.J. 08625
Email: Valerie.mielke@dhs.nj.gov
Phone: 609-438-4352

For the Mental Health Service Provider:

For the Participating Police Department(s):

RESOLUTION NO. 4-23-119

**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 4/18/2023 can be found in the Bills List Journal Book No. 42.

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 April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

RESOLUTION NO. 4-23-120

**BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

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:

DEPARTMENT	TYPE	AMOUNT
Neighborhood Preservation Program	O/E	\$125,000
Middlesex County Arts Parkstock Program	O/E	\$5,000

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 above to be a true copy of a resolution adopted by the Borough Council of said Borough on April 18, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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