



## **MAYOR & COUNCIL REDEVELOPMENT MEETING**

**221 South 5<sup>th</sup> Avenue  
Highland Park NJ 08904**

**June 13, 2023 @ 7PM**

All regular and special Council meetings are to be held in person in Council Chambers of the Borough of Highland Park located at 221 South Fifth Avenue, Highland Park, NJ 08904. As a courtesy and to expand access to the meeting, the Borough offers a Zoom option to allow the public to participate remotely.

To join the meeting electronically, click here: <https://zoom.us/j/92095749666>  
To join by phone, dial 1-929-205-6099 and enter Webinar ID: 920 9574 9666 when prompted.

### **Call to Order**

- Statement of Compliance with Open Public Meetings Act
- Roll Call

### **Pledge of Allegiance**

### **Minutes:**

- July 19, 2022
- October 25, 2022
- October 25, 2022 Executive Session
- December 13, 2022
- December 13, 2022 Executive Session

### **Discussion Items**

### **Resolutions**

- Resolution 2023-02 Professional Services Agreement with LRK for Continued Redevelopment Planning Services for Upper (North) Raritan Avenue
- Resolution 2023-03 Professional Services Agreement with LRK for Continued Redevelopment Planning Services for Cleveland Avenue
- Resolution 2023-04 Executive Session: Redeveloper Negotiations –Tract A, Tract B, Tract C, and 424 Raritan Ave (Stop & Shop site)

**Public Comment:** (3 minutes per speaker)

### **Adjournment to Executive Session**

**RESOLUTION NO. 2023-02  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH  
LRK FOR CONTINUED REDEVELOPMENT PLANNING SERVICES ON  
UPPER RARITAN AVENUE**

**WHEREAS**, Upper (North) Raritan Avenue is one of the five corridor sub-areas studied in Highland Park’s 2019 Land Use Plan Element; and

**WHEREAS**, the Borough of Highland Park seeks assistance with advancing the strategies identified in the 2019 Land Use Plan Element for Upper (North) Raritan Avenue through the creation of a redevelopment plan for various properties, including Block 3801 [89], Lots 2-7, 16 and 17; Block 3802 [92], Lots 2, 6 and 7; and

**WHEREAS**, on October 19, 2021, Borough Council passed Resolution No. 10-21-269, authorizing a professional services agreement with LRK for redevelopment planning services on Upper (North) Raritan Avenue; and

**WHEREAS**, the Borough of Highland Park has need for continued services of a Planner to prepare and complete a Redevelopment Plan for the above referenced properties; 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**, LRK, Inc., is a firm of licensed planners of the State of New Jersey with extensive experience in providing these services; and

**WHEREAS**, funds for this purpose will be available in Account No. 3-01-20-170-233 in an amount not to exceed \$24,000.00, as reflected by the Certification of Funds by the Chief Financial Officer certification no. 2023-42.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, 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 LRK, Inc., 1218 Chestnut Street, 5<sup>th</sup> Floor, Philadelphia, PA 19107, a copy of which is attached to the original of this original.
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 above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 13<sup>th</sup> day of June, 2023.

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

RECORD OF COUNCIL VOTES

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

**Revised Professional Services Agreement to  
Prepare a Redevelopment Plan for  
Various Properties Along (Upper) Raritan Avenue  
Block 3801 [89], Lots 2-7, 16 & 17  
Block 3802 [92], Lots 2, 6 & 7**

This agreement made and entered into this 13<sup>th</sup> day of June, 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, 5<sup>th</sup> Floor, Philadelphia, PA 19107, hereinafter referred to as the "Contractor."

WHEREAS, the Borough Council, at its regular meeting of October 19, 2021 passed Resolution No. 10-21-269 authorizing Professional Planning Services pertaining to advancing redevelopment planning for the various properties along (Upper) Raritan Avenue, hereinafter referred to as the "Project Area", and designated as **Block 3801 [formerly 89], Lots 2-7, 16 & 17; Block 3802 [formerly 92], Lots 2, 6 & 7** on the official Tax Map of the Borough of Highland Park under the New Jersey's Local Redevelopment and Housing Law (the "LRHL") at N.J.S.A. 40A:12A-7.

WHEREAS, the Borough Council seeks to continue redevelopment planning efforts along (Upper) Raritan Avenue and prepare a Redevelopment Plan through as revised Professional Services Agreement.

WHEREAS, the Borough Council, at its regular meeting of June 13, 2023 passed Resolution No. 2023-02 authorizing the completion of the Redevelopment Plan for the Project Area in accordance with the LRHL.

NOW, THEREFORE, BE IT AGREED between the Borough and the Contractor that the Borough Council will retain the services of the Contractor to prepare a Redevelopment Plan for the Project Area, which involves planning, development, redevelopment, or rehabilitation of the Project Area as defined above within the context of the North Raritan Avenue Corridor, including the following:

- Goals for the Redevelopment Plan and its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- Proposed land uses and building requirements in the Project Area;
- Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- An identification of any property within the redevelopment area proposed to be acquired in accordance with the Redevelopment Plan;



- Any significant relationship of the Redevelopment Plan to the master plans of contiguous municipalities, the master plan of the County in which the municipality is located, and the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c. 398 (N.J.S.A. 52:18A-196, et seq.);
- As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L. 1985 c. 222 (N.J.S.A. 52:27D-304), that are to be removed as a result of implementation of the Redevelopment Plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure; and,
- A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the Redevelopment Plan.

Additionally, the Redevelopment Plan shall describe its relationship to pertinent municipal development regulations as defined in the New Jersey Municipal Land Use Law (the "MLUL") at N.J.S.A. 40:55D-1 et seq. and be prepared to clearly indicate whether the Redevelopment Plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the Project Area. In the case of a superseding plan, the ordinance adopting the Redevelopment Plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance.

#### *COMPENSATION*

Services related to the preparation and completion of the Redevelopment Plan for the Project Area will be provided as a **fixed fee of \$9,000.**

Services related to project coordination including up to five (5) meetings: up to two (2) internal review meetings and three (3) meetings in support of the adoption of the Redevelopment Plan (ordinance introduction at Borough Council, Master Plan review at Planning Board and public hearing at Borough Council) will be provided as a **fixed fee of \$5,000.**

Additionally, services related to the preparation for and attendance at all additional meetings beyond those outlined above, including additional coordination meetings, community meetings and workshops, public presentations and hearings, Planning Board meeting(s), Redevelopment Entity / Borough Council meeting(s) as well as any additional tasks and/or revisions to the Redevelopment Plan as a result from comments received from the Planning Board and/or Redevelopment Entity / Borough Council, will be provided as **time and materials not to exceed \$10,000**, with hourly rates and reimbursable expenses in accordance with the compensation established pursuant to the Borough Planner Professional Services Agreement.

**In summary, the TOTAL fee will not exceed \$24,000.**

### **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, 5<sup>TH</sup> 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:** \_\_\_\_\_

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

***JENNIFER SANTIAGO, Municipal Clerk***

***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 \_\_\_\_\_

**RESOLUTION NO. 2023-03  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH  
LRK FOR CONTINUED REDEVELOPMENT PLANNING SERVICES ON  
CLEVELAND AVENUE**

**WHEREAS**, Cleveland Avenue is one of the five corridor sub-areas studied in Highland Park’s 2019 Land Use Plan Element; and

**WHEREAS**, the Borough of Highland Park seeks assistance with advancing the strategies identified in the 2019 Land Use Plan Element for Cleveland Avenue through the creation of a redevelopment plan for various properties, including Block 301 [154], Lot 12; Block 302 [153], Lots 12-14 and 16; Block 402 [170], Lots 7.01, 8.01, 9.01, 9.02, 10.01 and 11; and Block 403 [169], Lots 34-37; and

**WHEREAS**, on October 19, 2021, Borough Council passed Resolution No. 10-21-268, authorizing a professional services agreement with LRK for redevelopment planning services on Cleveland Avenue; and

**WHEREAS**, the Borough of Highland Park has need for continued services of a Planner to prepare and complete a Redevelopment Plan for the above referenced properties; 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**, LRK, Inc., is a firm of licensed planners of the State of New Jersey with extensive experience in providing these services; and

**WHEREAS**, funds for this purpose will be available in Account No. 3-01-20-170-233 in an amount not to exceed \$24,000.00, as reflected by the Certification of Funds by the Chief Financial Officer certification no. 2023-41.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, 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 LRK, Inc., 1218 Chestnut Street, 5<sup>th</sup> Floor, Philadelphia, PA 19107, a copy of which is attached to the original of this original.
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 above to be a true copy of a resolution adopted by the Borough Council of said Borough on June 13, 2023.

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

RECORD OF COUNCIL VOTES

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



**Revised Professional Services Agreement to  
Prepare a Redevelopment Plan for  
Various Properties Along Cleveland Avenue  
Block 301 [154], Lot 12; Block 302 [153], Lots 12-14 & 16; Block 402 [170],  
Lots 7.01, 8.01, 9.01, 9.02, 10.01 & 11; Block 403 [169], Lots 34-37**

This agreement made and entered into this 13<sup>th</sup> day of June, 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, 5<sup>th</sup> Floor, Philadelphia, PA 19107, hereinafter referred to as the "Contractor."

WHEREAS, the Borough Council, at its regular meeting of October 19, 2021 passed Resolution No. 10-21-268 authorizing Professional Planning Services pertaining to advancing redevelopment planning for the various properties along Cleveland Avenue, hereinafter referred to as the "Project Area", and designated as **Block 301 [154], Lot 12; Block 302 [153], Lots 12-14 & 16; Block 402 [170], Lots 7.01, 8.01, 9.01, 9.02, 10.01 & 11; Block 403 [169], Lots 34-37** on the official Tax Map of the Borough of Highland Park under the New Jersey's Local Redevelopment and Housing Law (the "LRHL") at N.J.S.A. 40A:12A-7.

WHEREAS, the Borough Council seeks to continue redevelopment planning efforts along Cleveland Avenue and prepare a Redevelopment Plan through a revised Professional Services Agreement.

WHEREAS, the Borough Council, at its regular meeting of June 13, 2023 passed Resolution No. 2023-03 authorizing the completion of the Redevelopment Plan for the Project Area in accordance with the LRHL.

NOW, THEREFORE, BE IT AGREED between the Borough and the Contractor that the Borough Council will retain the services of the Contractor to prepare a Redevelopment Plan for the Project Area, which involves planning, development, redevelopment, or rehabilitation of the Project Area as defined above within the context of the Cleveland Avenue Corridor, including the following:

- Goals for the Redevelopment Plan and its relationship to definite local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- Proposed land uses and building requirements in the Project Area;
- Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- An identification of any property within the redevelopment area proposed to be acquired in accordance with the Redevelopment Plan;

- Any significant relationship of the Redevelopment Plan to the master plans of contiguous municipalities, the master plan of the County in which the municipality is located, and the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.L. 1985, c. 398 (N.J.S.A. 52:18A-196, et seq.);
- As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L. 1985 c. 222 (N.J.S.A. 52:27D-304), that are to be removed as a result of implementation of the Redevelopment Plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure; and,
- A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the Redevelopment Plan.

Additionally, the Redevelopment Plan shall describe its relationship to pertinent municipal development regulations as defined in the New Jersey Municipal Land Use Law (the "MLUL") at N.J.S.A. 40:55D-1 et seq. and be prepared to clearly indicate whether the Redevelopment Plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the Project Area. In the case of a superseding plan, the ordinance adopting the Redevelopment Plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance.

#### *COMPENSATION*

Services related to the preparation and completion of the Redevelopment Plan for the Project Area will be provided as a **fixed fee of \$15,000**.

Services related to project coordination including up to five (5) meetings: up to two (2) internal review meetings and three (3) meetings in support of the adoption of the Redevelopment Plan (ordinance introduction at Borough Council, Master Plan review at Planning Board and public hearing at Borough Council) will be provided as a **fixed fee of \$5,000**.

Additionally, services related to the preparation for and attendance at all additional meetings beyond those outlined above, including additional coordination meetings, community meetings and workshops, public presentations and hearings, Planning Board meeting(s), Redevelopment Entity / Borough Council meeting(s) as well as any additional tasks and/or revisions to the Redevelopment Plan as a result from comments received from the Planning Board and/or Redevelopment Entity / Borough Council, will be provided as **time and materials not to exceed \$15,000**, with hourly rates and reimbursable expenses in accordance with the compensation established pursuant to the Borough Planner Professional Services Agreement.

**In summary, the TOTAL fee will not exceed \$35,000.**



**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, 5<sup>TH</sup> 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: \_\_\_\_\_**

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

***JENNIFER SANTIAGO, Municipal Clerk***

***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 \_\_\_\_\_

**RESOLUTION R2023-04  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTIVE SESSION**

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

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

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

1. The public shall be excluded from the closed session at close of tonight's open session.
2. The general nature of the subject matter to be discussed is as follows:  
  
Executive Session – Redeveloper Negotiations – Tract A, Tract B, Tract C and 424 Raritan Ave (Stop & Shop site)
3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.
4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of the Borough of Highland Park on June 13, 2023.

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

RECORD OF COUNCIL VOTES

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