

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
AUGUST 8, 2023 – 7:00 PM

To attend the meeting electronically, please follow the instructions below:

By phone:

1-929-205-6099

Webinar: 920 9574 9666

By computer, smartphone or tablet:

<https://zoom.us/j/92095749666>

MISSION STATEMENT OF THE BOROUGH OF HIGHLAND PARK:

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

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

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

AGENDA

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

1. Call to Order and Open Public Meetings Statement.
2. Pledge of Allegiance.
3. Roll Call.
4. Agenda Questions by Council Members.
5. Honors and Awards.
 - Proclamation for Main Street Highland Park Volunteers - Meredith Carman and Ira Grassgreen
6. Approval of Minutes.
 - 6.a **MOTION** to approve minutes as distributed:
 - January 3, 2023 Reorganization

- January 17, 2023 Regular and Executive Session Mtg
- January 24, 2023 Special Mtg.
- February 7, 2023 Regular and Executive Session Mtg.
- February 14, 2023 Redevelopment Regular Mtg.
- February 14, 2023 Redevelopment Executive Session
- February 21, 2023 Regular and Executive Session Mtg.
- March 14, 2023 Regular Mtg.
- March 21, 2023 Regular Mtg.
- April 4, 2023 Regular and Executive Session Mtg.
- April 18, 2023 Regular Mtg.
- May 2, 2023 Regular and Executive Session Mtg.
- May 16, 2023 Regular and Executive Session Mtg.
- June 13, 2023 Redevelopment Regular Mtg.
- June 13, 2023 Redevelopment Executive Session Mtg.
- June 20, 2023 Regular and Executive Session Mtg.
- July 11, 2023 Regular Mtg.

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. Consent Agenda Items - Resolutions.

ROLL CALL VOTE

- 12.a *8-23-174 Resolution to Approve Person-to-Person Transfer of ABC Liquor License from Highland Park Wine and Liquor LLC to SAMP Beverages, Inc.
- 12.b *8-23-175 Resolution Authorizing Closure of Route 27 and Granting Approval for the Annual Arts in the Park Festival to be held on September 10, 2023
- 12.c *8-23-176 Resolution to Appoint Lori Majeski as Qualified Purchasing Agent
- 12.d *8-23-177 Resolution Authorizing Shared Service Agreement with Rutgers University for 911 Emergency Communications
- 12.e *8-23-178 Resolution to Renew Appointment of Chief Michael Foligno as Hearing Officer
- 12.f *8-23-179 Resolution Authorizing Emergency Repairs to the Borough Hall HVAC

System with East Coast Mechanical Contractors, Inc.

- 12.g *8-23-180 Resolution Authorizing Repairs to Sinkhole Conditions on So. Adelaide Avenue by J. Fletcher Creamer
- 12.h *8-23-181 Resolution to Amend Annual Salary Resolution
- 12.i *8-23-182 Resolution Authorizing an Application to the New Jersey Department of Environmental Protection for a Municipal Stormwater Assistance Grant
- 12.j *8-23-183 Resolution Authorizing a Professional Services Agreement with Arcari + Iovino Architects PC for Architectural Design and Construction Documents to Replace the Flat Roof Portion of the Library Roof
- 12.k *8-23-184 Resolution Authorizing Pay Estimate No. 1 to Molba Carpentry, Inc. t/a Mobla Construction for the Highland Park Public Library Interior renovations project
- 12.l *8-23-185 Resolution Authorizing Acceptance of an Application for DMHAS Grant Funding for the Highland Park Municipal Alliance for Grant Term Two: 9/1/23 – 9/30/25
- 12.m *8-23-186 Resolution Authorizing acceptance of a Strategic Plan for the Highland Park Municipal Alliance Grant for Fiscal Year 2024
- 12.n *8-23-187 Resolution to Approve Bills List

- 13. Appointments.
Human Relations Commission
Dr. Moishe Malek

Mayor's Teen Advisory Council
Hadassah Esther Ritch

MOTION TO CONFIRM

ROLL CALL VOTE

Planning Board
Rebecca Hand
NO CONFIRMATION NEEDED

- 14. Second Public Participation.
(3 minutes per speaker on any items; subject to 9PM conclusion prior to Work Session)
- 15. Recess (5 minutes).
- 16. Work Session Items: No formal action to be taken.
- 17. Executive Session (if necessary).
 - 17.a 8-23-188 Resolution Authorizing Executive Session: Litigation - JSM v. Highland Park; Negotiations - 420-424 Raritan Ave

18. MOTION to adjourn.

19. **Next Scheduled Meeting:** September 5, 2023 @ 7:00 PM

**RESOLUTION NO. 8-23-174
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PERSON-TO-PERSON
TRANSFER OF ABC LIQUOR LICENSE FROM
HIGHLAND PARK WINE AND LIQUOR LLC TO SAMP BEVERAGES, INC.**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Plenary Retail Consumption License No. 1207-32-003-007, issued to Highland Park Wine and Liquor LLC; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term; and

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33; and

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

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

1. The Borough Council does hereby approve, effective August 8, 2023, the Person-to-Person transfer of the aforesaid Plenary Consumption License w/Broad Package Privilege located at 97 Woodbridge Avenue, Highland Park, NJ, from Highland Park Wine and Liquor LLC to SAMP Beverages, Inc.
2. The Borough Council does hereby direct the Borough Clerk to endorse the License Certificate as follows: “This license, subject to all of its terms and condition, is hereby transferred to SAMP Beverages, Inc. effective August 8, 2023.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on August 8, 2023

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-175
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING CLOSURE OF ROUTE 27 AND GRANTING
APPROVAL FOR THE ANNUAL ARTS IN THE PARK FESTIVAL TO BE HELD ON
SEPTEMBER 10, 2023**

WHEREAS, the Borough Council of the Borough of Highland Park is in support of the annual Arts in the Park Festival to be held on September 10, 2023; and

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. Approval is hereby given to Main Street Highland Park to hold its annual Arts in the Park festival and activities on September 10, 2023 from 9:00 a.m. to 6:00 p.m.; and
2. Permission is hereby granted to the Highland Park Police Department to make application to the New Jersey Department of Transportation for a permit to close a portion of Raritan Avenue (Route #27) between 2nd and 5th Avenues on September 10, 2023, between 9:00 a.m. and 6:00 p.m.; and
3. that Main Street Highland Park will work in close cooperation with the Highland Park Police Department to insure minimum inconvenience to Borough community members; and
4. The Borough Council hereby waives the Transient Merchant permit fees and other Borough fees for vendors who register to participate in Arts in the Park; and
5. Certified copies of this resolution be forwarded to Main Street Highland Park; Richard Abrams, Chief of Police; Police Bureau of Pedestrian and Traffic Safety; Highland Park First Aid Squad Captain.; H. James Polos, Emergency Management Coordinator; Michael Wieczorkiewicz, Dept. of Public Works Supt

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 August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 7-23-176
BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY, NJ**

RESOLUTION TO APPOINT LORI MAJESKI AS QUALIFIED PURCHASING AGENT

WHEREAS, the Borough of Highland Park is subject to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the New Jersey Local Public Contracts Law allows local contracting units to increase their bid threshold up to \$44,000 if a Qualified Purchasing Agent (QPA) is appointed; and

WHEREAS, N.J.A.C. 5:34-5 et seq. establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, Lori Majeski possesses the designation of Qualified Purchasing Agent (Certification No. Q-1063), in accordance with N.J.A.C.5:34-5 et seq.; and

WHEREAS, Ms. Majeski previously served as the Borough's CFO, Director of Finance and QPA until June 30, 2023 and is available to return as the Qualified Purchasing Agent on a part-time basis for an annual salary of \$25,000, effective August 1, 2023.

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

1. The Borough of Highland Park hereby maintains its bid threshold at \$44,000.00.
2. The Borough of Highland Park hereby designates Lori Majeski as the Qualified Purchasing Agent to exercise the duties of a purchasing agent pursuant to N.J.S.A. 40A:11-2(30).
3. The appointment will carry through to December 31, 2023.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-177
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES
AGREEMENT FOR E9-1-1 EMERGENCY COMMUNICATIONS RADIO DISPATCHING
SERVICES**

WHEREAS, the Borough of Highland Park, County of Middlesex, State of New Jersey is required to provide for emergency communications and radio dispatching services in order to provide for the public safety of residents of said Borough; and

WHEREAS, the Borough of Highland Park deems it advisable to enter into an interlocal services agreement with Rutgers, the State University of New Jersey, in order to provide said emergency communications and radio dispatching services for the 9-1-1 emergency calls; and

WHEREAS, the New Jersey Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, encourages Interlocal Service and Shared Services Agreement local units.

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

1. The Borough of Highland Park Chief of Police Rick Abrams and Borough Administrator Teri Jover of the Borough of Highland Park, Middlesex County, New Jersey, are hereby authorized to enter into an Interlocal Services Agreement for E9-1-1 Emergency Communications with Rutgers, the State University of New Jersey to provide for emergency communications and radio dispatching services for the 9-1-1 system which services the Borough effective January 15, 2024.
2. The Interlocal Services Agreement for E9-1-1 Emergency Communications is on file in the Office of the Borough Clerk and has been posted on the Borough Website and may be inspected.
3. As required by *N.J.S.A. 40A:65-4. b.*, upon the execution of said Agreement, an informational said copy of said Agreement shall be furnished to the New Jersey Department of Community Affairs, Division of Local Services, 101 South Broad Street, Trenton, New Jersey 08625-0800.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey do hereby certify that the above is a true copy of a Resolution adopted by the Mayor and Council of said Borough at its regular meeting held on August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

INTERLOCAL SERVICES AGREEMENT
FOR E9-1-1 EMERGENCY COMMUNICATIONS

THIS AGREEMENT (herein "Agreement" made and entered into as of the date of the last signature below by and between the Rutgers, the State University of New Jersey (hereinafter "Rutgers") and the Borough of Highland Park (hereinafter "Highland Park"), Rutgers and Highland Park individually referred to as a "Party," and collectively, the "Parties").

WITNESSETH

WHEREAS, Highland Park has a need for emergency communications and radio dispatching services and Rutgers has the ability to make the services available, on the terms set forth, in consideration of payment as herein provided:

NOW, THEREFORE, it is understood and agreed as follows:

1. Rutgers shall provide the following services to Highland Park on a continuous, 24-hour per day basis commencing on January 15, 2024, and continuing throughout the term of this Agreement.
 - (a) Accept and transmit emergency calls for public safety (i.e., police, fire, and emergency medical) services within the territorial jurisdiction of Highland Park and dispatch said calls to the appropriate public safety service.
 - (b) Provide dispatch and communications services with other municipal and county departments and agencies.
 - (c) Maintain a computer aided dispatch system ("CAD") and Records Management System ("RMS"), which shall include without limitation an automated public safety records system, and retain therein a computer log of all Highland Park calls dispatched, showing date, time, source and disposition as reported by the applicable department, agency, or utility, of each call.
 - (d) Make entries, inquiries, cancellations and modifications of records in the National Crime Information Center ("NCIC") as appropriate and required by law or comparable authority.
 - (e) All data obtained by Rutgers in connection with the services provided for pursuant to this Agreement shall be maintained by Rutgers within a CAD or

voice logging recorder (including recorded 9-1-1 and telephone calls) and shall be the property of Rutgers.

- (f) All reports containing user-generated content (e.g. reports created within the RMS) shall be the property of Highland Park.
 - (g) All telephone communications, including 911 calls, as well as all radio communications relative to the services to be provided by Rutgers to Highland Park shall be logged, maintained and stored for a period of at least 180 days.
 - (h) Notwithstanding the above, Highland Park shall retain ownership of all radio frequencies and telephone lines as indicated hereinabove and Rutgers shall be authorized to utilize and be responsible for same during the duration of this Agreement.
2. The services listed in paragraph 1 hereof shall be performed by personnel to be hired, paid and supervised by Rutgers personnel using physical facilities of Rutgers and under the rules, regulations, policies and procedures established by Rutgers ("Rutgers' Personnel"). Rutgers reserves the right to determine the level of staffing necessary to accomplish its responsibilities under this Agreement. Rutgers shall be solely responsible for the payment of all wages, benefits as well as any necessary tax deduction or taxes relating to Rutgers' Personnel. Under no circumstances shall Rutgers' Personnel be considered employees of Highland Park.
 3. For the services described in Section 1 above to be provided during the five (5) year (January 15, 2024 – December 31, 2028) term ("Term") of this Agreement; Highland Park agrees to pay Rutgers the sums set forth below:
 - (a) January 2024 – December 2024: \$190,644.33
 - (b) January 2025 –December 2025: \$198,086.91
 - (c) January 2026– December 2026: \$205,542.19
 - (d) January 2027 – December 2027: \$213,005.91
 - (e) January 2028 – December 2028: \$221,704.46
 4. For additional services requested and agreed upon to be provided during the Term, Rutgers shall provide for all necessary equipment and services including but not limited to:, MobileCAD, Virtual Private Network ("VPN") connection, records management, and other related initial transition costs and Highland Park agrees to pay Rutgers an implementation fee in the sum of one hundred thousand dollars (\$106,000) to be paid in quarterly installments of twenty-six

thousand, five hundred dollars (\$26,500) on March 15, 2024, June 15, 2024, September 15, 2024 and December 15, 2024.

5. Separate and apart from the one-time implementation fee referenced in Section 4 of this Agreement, and as discussed in Section 9 of the Agreement, Rutgers shall provide for all necessary maintenance associated with the services requested. Rutgers shall provide Highland Park with an invoice for the combined annual maintenance and infrastructure support fees and the calculations of the apportionment of same to Highland Park. Highland Park agrees to pay Rutgers the sum not to exceed Eighty Thousand Dollars (\$80,000) each year of this Agreement.
6. Payments due under Sections 3 and 5 of this Agreement shall be made by Highland Park to Rutgers in four (4) quarterly installments due on the following dates of each contract year (even if such date falls outside of the Term): March 1, June 1, September 1, and December 1. Any costs to be paid by Highland Park shall be paid within forty-five (45) days of receiving an invoice from Rutgers.
7. Highland Park shall have the option to enter into a new Agreement for an additional five (5) year term by notifying Rutgers in writing of such election, no later than six (6) months prior to the expiration of the initial Term. Upon such written notification, the Parties shall negotiate in good faith the sum of the annual fee within each additional contract period. If the Parties cannot mutually agree to the annual fee by a date no later than one (1) month prior to the expiration of the initial Term, then the renewal being negotiated shall be null and void. All other terms of the Agreement shall remain in full force and effect during the optional periods.
8. Separate and apart from the annual fees referenced in Sections 3 and 5 of this Agreement, and unless mutually agreed to by way of amendment to this Agreement, Highland Park shall be solely responsible for one hundred (100%) percent of the costs of telephone lines required to facilitate telephonic and radio services for administrative lines and radio to the Rutgers University Public Safety Building. Any costs to be paid by Highland Park under this section shall be paid within forty-five (45) days of receiving an invoice from Rutgers.
9. Highland Park shall give to Rutgers historical and geographical data and history (including but not limited to call history, Master Street Address Guides ("MSAG"), Master Name, place files, employee rosters, etc.) as necessary to facilitate Highland Park's migration to a uniform CAD System, as determined by Rutgers. Such data shall be given to Rutgers in a commonly acceptable format

as established by Rutgers.

10. Highland Park shall bear the costs for maintaining their equipment to the minimum required by specifications for functionality of all relevant software applications. Costs for any additional services shall be determined mutually by the Parties and the alternate responsibility and costs therefore may be set forth in an amendment to this Agreement.
11. During the initial period of transition and for as long as necessary as determined by Rutgers, Highland Park shall provide to Rutgers a CAD workstation capable of operating the Highland Park CAD, mobile, and RMS system as well as appropriate user permissions for those applications utilized and maintained by Rutgers. Highland Park shall provide uninterrupted, secure connectivity between the terminals located at the Rutgers University Public Safety Building, and the Highland Park Police Department's Communications Center.
12. Separate and apart from the annual fees referenced in Sections 3 and 5 of this Agreement and unless agreed to otherwise by way of amendment to this Agreement, the Parties understand and agree that Highland Park shall be solely responsible for any costs associated with or borne as a result of maintenance for its public safety land mobile radio ("LMR") infrastructure and associated equipment, including, but not limited to frequency licensing, preventative maintenance and programming. Rutgers shall be responsible only for the maintenance of Rutgers owned equipment unless agreed to otherwise by way of amendment to this Agreement. Notwithstanding this section, Rutgers shall be responsible for the programming of its console equipment to facilitate the services provided under this agreement. Any costs to be paid by Highland Park under this section shall be paid within forty-five (45) days of receiving an invoice from Rutgers.
13. As provided for herein, all police reports containing user-generated content within records management created by employees of Highland Park in connection with the provision of these services by Rutgers to Highland Park shall be the property of Highland Park and Rutgers shall not release, disseminate and/or publish same without the specific written authorization by Highland Park. This provision applies to OPRA requests, subpoena, requests by members of the public, requests by members of the press, and/or any other party or governmental agency. Authorization for the release of any such information or documentation must be requested in a timely manner in writing to the Highland Park Police Department, Attention Chief of Police. Said form of written notification seeking authorization can be via email at email addresses that will be provided at the consummation of this Agreement. Under no

circumstances shall information or documentation be released without specific written authorization from Highland Park as provided for herein.

14. As provided for herein, all telephone calls, radio transmissions and/or computer aided dispatch records made in connection with the provision of these services by Rutgers to Highland Park shall be the property of Rutgers and Highland Park shall not release, disseminate and/or publish same without the specific written authorization by Rutgers. This provision applies to OPRA requests, subpoena, requests by members of the public, requests by members of the press, and/or any other party or governmental agency. The Rutgers University Police Department will endeavor to provide notice to Highland Park through the Police Director, where applicable.
15. Rutgers shall indemnify and hold harmless Highland Park and its officers, agents, employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Rutgers, its officers, agents, governors, trustees, employees or any of them relating to or arising out of performing services pursuant to this Agreement.

Highland Park shall indemnify and hold harmless Rutgers and its officers, agents, governors, trustees, employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of Highland Park, its officers, agents, governors, trustees, employees or any of them relating to or arising out of performing services pursuant to this Agreement.

16. It is understood and agreed that Rutgers shall not be responsible for delays dispatching any messages or for any other delays or nonperformance due to acts of God, war, fire, strikes, lockouts, civil or military authority, insurrection, riot, embargoes, shortages, acts of governments, acts of war or terrorism, including without limitation, delays caused by the inability to obtain necessary labor or materials or from action taken by Rutgers in connection with priorities, permits or other regulation issued by the United States Government or any department thereof.
17. The Parties expressly agree that they will work together in a cooperative, effective and efficient manner to promptly resolve any technical and/or operational issues arising under this Agreement in a timely manner. In furtherance of this stated goal, each Party further agrees to designate a ranking member of their Police Department to service as a liaison under this Agreement. Each liaison will be the designated point person for the handling of any and all

issues, complaints, concerns or inquiries from the residents and/or municipal officer/ officials of their respective jurisdiction. Each such liaison will be also responsible for promptly and accurately communicating such issues, complaints, concerns, or inquiries to the designated liaison for the other party, and for any follow-up that is required until a resolution is achieved. The Parties further agree that any such issues, complaints, concerns or inquiries must be immediately communicated to the other Party and addressed and/or resolved within thirty (30) days, unless circumstances dictate that a longer period of time is needed.

18. Either Party may terminate this Agreement at any time upon giving at least 180 days of written notice to the other Party unless the Parties mutually agree to a shorter period of time. Upon termination of this Agreement, Rutgers shall fully cooperate with Highland Park for the transition of all records and services rendered within back to Highland Park or to a third party designated by Highland Park. In addition, upon termination, Highland Park shall remit to Rutgers all fees for services provided by Rutgers to the effective date of the termination.
19. Neither Party shall assign this Agreement without prior written consent of the parties hereto.
20. All notices, requests, demands and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight carrier or if mailed simultaneously by regular and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addressee shall be changed by notice given pursuant to this Agreement:

Notices to Rutgers shall be given to:

Executive Director of Public Safety
Rutgers Division Institutional Planning and Operations
55 Paul Robeson Boulevard
New Brunswick, New Jersey 08901

With a copy of notices to:

Office of the General Counsel
Rutgers, The State University of New Jersey
335 George Street, Suite 2160
New Brunswick, NJ 08901

Notices to Highland Park shall be given to:

Police Chief
Highland Park
222 S Fifth Avenue
Highland Park, NJ 08904

Business Administrator
Highland Park
222 S Fifth Avenue
Highland Park, NJ 08904

21. The Parties agree (a) that the law of the State of New Jersey shall be the operative law in this Agreement and in any subsequent contract or any related matters; and (b) that each party submits to the jurisdiction of the courts of the State of New Jersey as to any claims or disputes arising out of this Agreement or any subsequent contract based on this Agreement. This provision shall govern despite language to the contrary in any submitted proposal, supporting documentation or contract language submitted with or subsequent to this Agreement.
22. This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the parties relating to the subject matter of this Agreement. No promises, inducements, or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understandings, discussions, negotiations, offers or judgment or statements concerning the subject matter hereof. This Agreement shall not be modified except by written agreement dated subsequent to the date hereof and executed by all of the Parties. The requirement for such a writing shall apply to any waiver of the requirement for a written modification pursuant to this paragraph and this is an essential term of the Agreement.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year written below.

RUTGERS, THE STATE UNIVERSITY

Date

By _____
Antonio M. Calcado
Executive Vice President
& Chief Operating Officer

By _____
Kenneth Cop
Chief of University Police &
Executive Director of Public Safety

Highland Park

Date

By _____
Rick Abrams
Chief of Police

By _____
Teri Jover
Borough
Administrator

**RESOLUTION NO. 7-23-178
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO RENEW APPOINTMENT OF
CHIEF MICHAEL FOLIGNO AS HEARING OFFICER**

WHEREAS, on November 22, 2022, the Borough Council passed Resolution No. 11-22-257 to appoint Chief Michael Foligno as a hearing officer related to a police department disciplinary hearing; and

WHEREAS, based on a pre-hearing conference with both attorneys on June 15, 2023 it now appears that the matter will require more time from the hearing officer; and

WHEREAS, the Borough has determined that hiring Chief Michael Foligno to serve as hearing officer remains in the best interests of the Borough; and

WHEREAS, funds for this purpose are available in Account No. 3-01-25-240-233, for an amount not to exceed \$7,500.00 as reflected by the certification of funds by the Chief Financial Officer, no. 2023-48.

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

1. Chief Michael Foligno is reappointed as hearing officer to preside over the disciplinary hearing, and he shall hear the testimony, review the evidence and make a recommendation in writing at the conclusion of the hearing as to whether the charges are sustained and what penalty, if any, should be imposed by the Borough; and
2. Chief Foligno shall be compensated at the rate of \$125.00 per hour to preside over the hearing and time expended related thereto, inclusive of his review of the testimony and evidence, and writing his recommendation, for an amount not to exceed \$7,500.00.

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 August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 7-23-179
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EMERGENCY REPAIRS TO THE BOROUGH HALL
HVAC SYSTEM WITH EAST COAST MECHANICAL CONTRACTORS, INC.**

WHEREAS, there is a need for repairs to the Highland Park Borough Hall HVAC system;
and

WHEREAS, pursuant to Local Public Contracts Law NJSA 40A:11-6 et seq, a contract may be awarded and immediate delivery of goods or the performance of services may be provided when an emergency affects the public health, safety or welfare; and

WHEREAS, East Coast Mechanical Contractors, Inc. is qualified and able to make said emergency repairs and has been authorized to proceed with the work in an amount not to exceed \$9,873.00; and

WHEREAS, funds for this purpose are available in the, Current Fund Account No. 3-01-26-310-232, in an amount not to exceed \$9,873.00, as reflected by the certification of funds by the Chief Financial Officer no. 2023-49.

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

1. That the Chief Financial Officer is hereby authorized and directed to issue payment in the amount not to exceed \$9,873.00 to East Coast Mechanical Contractors, Inc., 5133 W. Hurley Pond Road, Suite A, Farmingdale, NJ 07727, for the repairs to Borough Hall HVAC system.
2. Copies of this Resolution shall be forwarded to the Chief Financial Officer, the Department of Public Works and Borough Administrator.

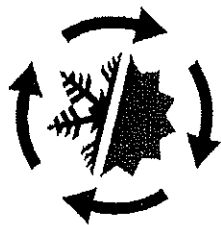
I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Invoice



**EAST
COAST**
MECHANICAL
CONTRACTORS, INC.

5133 W. Hurley Pond Road
Suite A
Farmingdale, New Jersey 07727
License # 19HC00128200

| | |
|-----------|-----------|
| Date | Invoice # |
| 7/12/2023 | 50100 |

| | | |
|----------|--------|---------|
| P.O. No. | Terms | Project |
| | Net 30 | |

| |
|--|
| Bill To |
| Boro of Highland Park 444 Valentine Street Highland Park, NJ 08904 |

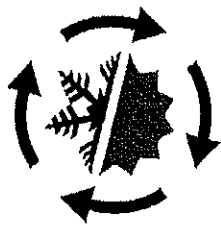
| |
|--|
| Ship To |
| Boro of Highland Park 444 Valentine Street Highland Park, NJ 08904 |

| Quantity | Description | Rate | Amount |
|----------|--|--------|----------|
| 65 | Work Performed: installed 65 lb r22 into basement system. r22 | 100.00 | 6,500.00 |
| | Sales Tax | 6.625% | 0.00 |

| | |
|--------------|-------------------|
| Total | \$6,500.00 |
|--------------|-------------------|

*We thank you for your constant support in our growing business!
Check out our website www.ecmchvac.com
Leave us a review on Google!*

Invoice



**EAST
COAST**
MECHANICAL
CONTRACTORS, INC.

5133 W. Hurley Pond Road
Suite A
Farmingdale, New Jersey 07727
License # 19HC00128200

| Date | Invoice # |
|-----------|-----------|
| 7/12/2023 | 50098 |

| P.O. No. | Terms | Project |
|----------|--------|---------|
| | Net 30 | |

| Bill To |
|--|
| Boro of Highland Park 444 Valentine Street Highland Park, NJ 08904 |

| Ship To |
|--|
| Boro of Highland Park 444 Valentine Street Highland Park, NJ 08904 |

| Quantity | Description | Rate | Amount |
|----------|---|--------|----------|
| | Work Performed: on site for leak test basement split system found ckt 1 leak on discharge line where it rubbed on bracket found service schraders leaking on ckt2. repaired leak on ckt 1 replaced ckt2 schrader cores chemically cleaned condenser coil weighed in 65 total lb r22 cycled system on and verified operation system restored to normal working order | | |
| 1 | chemically cleaned condenser | 48.00 | 48.00 |
| 1 | leak check | 175.00 | 175.00 |
| 8 | Mechanic 2 | 150.00 | 1,200.00 |
| 10 | Mechanic 1 | 150.00 | 1,500.00 |
| 1 | Mechanic 1 OT | 225.00 | 225.00 |
| 1 | Mechanic 2 OT | 225.00 | 225.00 |
| | Sales Tax | 6.625% | 0.00 |

| | |
|--------------|-------------------|
| Total | \$3,373.00 |
|--------------|-------------------|

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Check out our website www.ecmchvac.com
Leave us a review on Google!*

**RESOLUTION NO. 7-23-180
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING REPAIRS TO SINKHOLE CONDITIONS
ON SO. ADELAIDE AVENUE BY J. FLETCHER CREAMER**

WHEREAS, a dangerous condition has emerged on So. Adelaide Avenue requiring immediate attention by a professional road contractor; and

WHEREAS, three (3) quotes were solicited and were received as follows:

| | |
|---------------------|------------------|
| B&W Construction | \$21,585.00 |
| Crest Construction | \$15,905.00 |
| J. Fletcher Creamer | \$14,436.22; and |

WHEREAS, the Superintendent of Public Works has recommended that said services be awarded to J. Fletcher Creamer & Son, Inc., Hackensack, NJ based on their quote for same based on their professionalism and quality of work; and

WHEREAS, funds for this purpose are available in the 2023 Municipal Budget, Current Fund Account No. 3-01-26-297-242 as reflected by the certification of funds by the Chief Financial Officer no. 2023-52.

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 sinkhole repairs from J. Fletcher Creamer & Son, Inc., at a cost not to exceed of \$15,000.00; and
2. A certified copy of this resolution be forwarded to the Superintendent of Public Works and the Chief Financial Officer forthwith.

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 August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

INVOICE

J. Fletcher Creamer & Son, Inc.

101 East Broadway ♦ Hackensack, NJ 07601



BILL TO:

Boro of Highland Park

221 South 5th Ave

Highland Park

New Jersey 8904

Attn: Joan Hullins

JFC Job # 21-0274

123 S Adelaide, Highland Park

Summary of Costs

| Contractor | Item | Amount | Amount |
|----------------------------------|-----------------------------|--------------|------------------|
| | Labor | \$ 7,000.00 | |
| | Equipment | \$ 5,394.62 | |
| | Material | \$ 2,041.60 | |
| | Subcontractor | \$ - | |
| | Subtotal | \$ 14,436.22 | |
| | NJ State Sales Tax (6 7/8%) | | |
| TOTAL AMOUNT THIS INVOICE | | \$ | 14,436.22 |

INVOICE

J. Fletcher Creamer & Son, Inc.

101 East Broadway ♦ Hackensack, NJ 07601



BILL TO:

Boro of Highland Park

Work Performed: Go into man hole with confined space gear to cut and plug abandoned Storm drain.
Excavate location of sink hole and fill with clean stone and DGA

Date Work Performed: 8/5/22
S Adelaide Ave and Skyvlew Terrace

| <u>Description</u> | <u>Unit</u> | <u>Rate</u> | <u>Quantity</u> | <u>Amount</u> |
|------------------------------|-----------------------|-------------|-----------------|---------------------|
| <u>Labor</u> | | | | |
| Foreman | Man-Hours | 125.00 | 8.0 | 1,000.00 |
| Foreman (OT) | Man-Hours | 150.00 | | 0.00 |
| Laborer (3) | Man-Hours | 200.00 | 30.0 | 6,000.00 |
| Laborer (OT) | Man-Hours | 250.00 | | 0.00 |
| Class A Operator | Man-Hours | 50.00 | | 0.00 |
| Class A Operator (OT) | Man-Hours | 50.00 | | 0.00 |
| Dump Truck Driver | Man-Hours | 50.00 | | 0.00 |
| Dump Truck Driver (OT) | Man-Hours | 50.00 | | 0.00 |
| Teamster | Man-Hours | | | 0.00 |
| Teamster (OT) | Man-Hours | | | 0.00 |
| | Labor Cost | | | \$ 7,000.00 |
| <u>Equipment</u> | | | | |
| Utility Truck | Hour | 350.00 | 8.0 | 2,800.00 |
| 185 Compressor | Hour | 1.00 | 8.0 | 8.00 |
| Tri Axle Dump Truck | Hour | 175.00 | 8.0 | 1,400.00 |
| Backhoe 420 | Hour | 100.00 | 8.0 | 800.00 |
| Confined Space Kit | Hour | 29.00 | 8.0 | 232.00 |
| Infrared Truck | Hour | 51.54 | 3.0 | 154.62 |
| | Equipment Cost | | | \$ 5,394.62 |
| <u>Materials</u> | | | | |
| Misc (Bricks, Grout, Sand) | LS | 300.00 | 1.0 | 300.00 |
| Mixed Load Removal | Ton | 25.25 | 20.0 | 505.00 |
| DGA | Ton | 22.00 | 10.0 | 220.00 |
| Asphalt | Ton | 75.00 | 6.0 | 450.00 |
| 3/4 Clean stone | Ton | 24.50 | 10.0 | 245.00 |
| Asphalt (Infrared Mix) | Ton | 68.00 | 2.0 | 136.00 |
| O&P 10% | | | | 185.60 |
| | Materials Cost | | | \$ 2,041.60 |
| <u>Subcontractors</u> | | | | |
| O&P 10% | | | | 0.00 |
| | Sub Cost | | | \$ - |
| | | | | \$ 14,436.22 |

**RESOLUTION 8-23-181
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the annual Salary Resolution No. 01-23-20, which was adopted on January 21, 2023, showing the names, titles and salaries of the officers and employees of the Borough of Highland Park, is amended as follows:

Sean McGraw, Sergeant, \$140,527.00 Salary, Effective 8/01/2023

Denise Mayo, Crossing Guard, \$20.14 Hourly, Effective 9/08/2023

Lori Majeski, QPA, \$25,000 Salary, Effective 08/01/2023

Grace McKenna, Temporary Interim Circulation Coordinator, \$10,688, Effective 8/01/2023

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby directed to make the necessary changes in the payroll records of the Finance Department in accordance with the changes established by this resolution.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-182
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING AN APPLICATION TO THE
NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR A
MUNICIPAL STORMWATER ASSISTANCE GRANT**

WHEREAS, the Borough of Highland Park is categorized as Tier A community by the New Jersey Department of Environmental Protection (NJDEP) for the purpose of its permit to operate its Municipal Separate Storm Sewer System (MS4); and

WHEREAS, the NJDEP has Municipal Stormwater Assistance Grants available to Tier A communities in the amount of \$25,000 to assist permittees with upgrades to their MS4 stormwater programs; and

WHEREAS, the Borough Council of the Borough of Highland Park would like to apply for these funds in order to assist with the update and maintenance of the required MS4 Infrastructure Map.

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

1. The Borough Administrator is hereby authorized and directed to submit a Grant Application Form to the NJDEP’s Municipal Stormwater Assistance Grant Program.
2. The Mayor and the Borough Clerk are hereby authorized to sign the grant agreement upon acceptance on behalf of the Borough of Highland Park and that their signature constitutes acceptance of the terms and conditions and approves the execution of the grant agreement.

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 August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-183
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
ARCARI + IOVINO ARCHITECTS PC FOR ARCHITECTURAL DESIGN AND
CONSTRUCTION DOCUMENTS TO REPLACE THE FLAT ROOF PORTION OF THE
LIBRARY BUILDING**

WHEREAS, the Highland Park Public Library continues to experience persistent leaks from their roof membrane which is a regular interruption to library operations; and

WHEREAS, the Borough of Highland Park has a need for architectural services to design preliminary plans for the replacement of the 3,000 sf flat roof section, prepare construction documents including technical specifications, and develop front-end bidding documents; 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, Anthony Iovino is a registered architect (License #21AI01172000) and Public Planner in New Jersey qualified to complete this scope of work; and

WHEREAS, funds for this purpose are available in Current Fund Account No. 3-01-29-390-235 in an amount not to exceed \$8,000.00, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2023-50.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services for architectural design and construction documents to replace the flat roof portion of the library building with Arcari + Iovino Architects PC, One Katherine Street, Little Ferry, NJ 07643, a copy of which is attached to the original of this resolution,
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on August 8, 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 16th day of May 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 Anthony Iovino, AIA, PP, LEED, Arcari + Iovino Architects, P.C., One Katherine Street, Little Ferry, NJ 07643 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with architectural design and construction services for the Highland Park Library roof repair; 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 August 8, 2023, the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated July 27, 2023, the amount of said compensation shall not exceed **\$8,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

By: _____
Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects P.C.

arcari iovino

ARCHITECTS PC

Celebrating our 30th year!
1992 – 2022

One Katherine Street
Little Ferry, NJ 07643

201.641.0600

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP



July 27, 2023

Teri Jover, Borough Administrator
Borough of Highland Park
221 S. Fifth Avenue
Highland Park, NJ 08904

RE: Architectural Services Proposal
New Library Roof

Dear Ms. Jover,

I am pleased to submit this proposal to provide professional services for the Library roof repair. Our office will provide the design, construction drawings, public bid assistance and construction administration for this project.

I am familiar with the building and have a good understanding of the scope of the work. The roof has been worked on several times in recent years as the source of persistent leaks is investigated. This scope of work pertains to the replacement of the flat roof section which is approximately 3,000 sf in area.

The original roof membrane will be removed, and a new roof system would include a membrane and protection boards over the existing insulation panels.

A typical project is comprised of a series of phases spanning from design through construction. Below we have outlined the purpose of these phases along with their timelines and have identified a summary of tasks to be performed.

Design and Construction Documents Phase (1 month)

Tasks associated with Design Development include the following:

- Visit the site for measurements and observations.
- Prepare base roof plan.
- Review of existing roof system and code requirements.
- Research roofing products and roof edge details.
- Develop preliminary plans.
- Progress review meeting with Borough.
- Prepare construction documents including technical specifications.
- Develop front-end bidding documents for the Attorney's review.
- Assemble project manual.
- Final review with Borough.

Public Bidding Phase (2 months)

Tasks associated with Bidding Phase include the following:

- Assist in preparing a list of bidders.
- Assist with the distribution of bid sets.
- Respond to contractor requests during bidding.
- Attend the bid opening.
- Assist with the evaluation of the bids.
- Check bidder references.
- Prepare a summary of the bid results and findings.

Construction Administration Phase (2-3 months depending on lead-time of roofing)

Tasks associated with Construction Administration include the following:

- Attendance at a pre-construction meeting
- Review initial schedules of time and money by contractor.
- Review periodic applications for payment by contractor.
- Review product and equipment submittals and shop drawings.
- Review contractor requests for changes.
- Conduct jobsite visits during active construction (3 visits).
- Issue reports from each visit.
- Punch list preparation.
- Determine dates for substantial and final completion and issue forms.
- Project closeout and final site visit.

Professional Fee

Our fee for the basic architectural, mechanical, electrical, and plumbing engineering services is Sixteen Thousand Five Hundred Dollars (\$16,500). This includes reasonable printing and shipping costs. The fee is apportioned by phase as follows:

| | |
|------------------------------------|----------------|
| Design and Construction Documents | \$8,000 |
| Public Bidding | \$1,200 |
| <u>Construction Administration</u> | <u>\$7,300</u> |
| Total Fee | \$16,500 |

We look forward to working with you and are confident we can help you plan this project effectively. Contact us at your earliest convenience to discuss and we will commence work upon your approval and execution of a mutually acceptable agreement.

Sincerely,



Anthony Iovino, AIA, PP, LEED
Arcari + Iovino Architects, P.C.

**RESOLUTION NO. 8-23-184
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PAY ESTIMATE #1 TO MOLBA CAPENTRY, INC. T/A
MOLBA CONSTRUCTION FOR HIGHLAND PARK PUBLIC LIBRARY-INTERIOR
RENOVATIONS PROJECT**

WHEREAS, pursuant to Resolution No. 4-23-116, adopted by the Borough Council on April 18, 2023, a contract was awarded to Molba Carpentry, Inc. t/a Molba Construction of Little Ferry, NJ, for the Highland Park Public Library Interior renovations; and

WHEREAS, it appears from Pay Estimate No. 1, certified by Arcari + Iovino Architects PC, that certain work under said contract has been completed and approved and there is due to Molba Carpentry, Inc. t/a Molba Construction. the sum of \$158,933.93 in accordance with said Pay Estimate for work performed through July 31, 2023; and

WHEREAS, funds for this purpose are available in Capital Fund Account No. C-04-55-831-001 in an amount not to exceed \$158,933.93, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2023-51.

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

1. The Chief Financial Officer be and is hereby authorized and directed to pay Molba Carpentry, Inc. t/a Molba Construction the sum of \$158,933.93, as certified by the Architects certification of Pay Estimate No. 1, subject to the Clerk’s receipt of the Certified Payroll and Project Manning Reports; and
2. Certified copies of this resolution be forwarded to Chief Financial Officer and the Arcari + Iovino Architects PC.

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 August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-185
HIGHLAND PARK BOROUGH
COUNTY OF MIDDLESEX**

FORM 1B – DMHAS Youth Leadership Grant

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey. In coordination with GCADA, the New Jersey Department of Human Services/Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program.

WHEREAS, The Borough Council of the Township/Borough of Highland Park, County of Middlesex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Borough Council has applied for DMHAS Youth Leadership funding through the Governor’s Council on Alcoholism and Drug Abuse through the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Highland Park, County of Middlesex, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize acceptance of an application for **DMHAS Grant funding for the Highland Park Municipal Alliance for Grant Term Two: 9/1/23 – 9/30/25** in the amount of:
DMHAS Grant Funding \$5,000.00
2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Elsie Foster, Mayor

CERTIFICATION

I, Jennifer Santiago, Municipal Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 8th day of August, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

RESOLUTION NO. 8-23-186
BOROUGH OF HIGHLAND PARK
MIDDLESEX COUNTY

WHEREAS, the Governor’s Council on Alcoholism and Drug Abuse established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey.

WHEREAS, The Borough Council of the Township/Borough of Highland Park, County of Middlesex, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

WHEREAS, the Borough Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

WHEREAS, the Borough Council has applied for funding to the Governor’s Council on Alcoholism and Drug Abuse through the County of Middlesex;

NOW, THEREFORE, BE IT RESOLVED by the Borough of Highland Park, County of Middlesex, State of New Jersey hereby recognizes the following:

1. The Borough Council does hereby authorize acceptance of a strategic plan for the Highland Park Municipal Alliance grant for fiscal year 2024 in the amount of:
DEDR \$7,664.00
Cash Match \$1,916.00
In-Kind \$5,748.00
2. The Borough Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

APPROVED: _____
Elsie Foster, Mayor

CERTIFICATION

I, Jennifer Santiago, Municipal Clerk of the Borough of Highland Park, County of Middlesex, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Borough Council on this 8th day of August 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-187
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 8/8/2023 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 August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 8-23-188
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: Litigation - JSM v. Highland Park;
Negotiations - 420-424 Raritan Ave

3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.

4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on August 8, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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