

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
DECEMBER 5, 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, Awards and Presentations.
6. Approval of Minutes.
7. Council Reports.
8. Borough Administrator's Report.

- 9. Borough Attorney's Report.
- 10. Mayor's Report.
- 11. Public Participation.
(21 minutes total; 3 minutes per speaker limited to items on this Agenda. Comments from members of the public attending the meeting in-person will be heard first, followed by members of the public attending the meeting via Zoom.)
- 12. Ordinances Requiring a Second Reading.
 - 12.a **Ordinance No. 23-2079** An Ordinance by the Borough of Highland Park, Middlesex County, New Jersey Amending Chapter 230, Land Development Concerning New Construction of Non-Conforming Single- and Two-Family Residential Lots
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 23-2079

ROLL CALL VOTE

- 12.b **Ordinance No. 23-2080** An Ordinance by the Borough of Highland Park, Middlesex County, New Jersey Amending Chapter 230, Land Development Concerning Residential Density in Central Business District
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 23-2080

ROLL CALL VOTE

- 13. Ordinances Requiring a First Reading.
 - 13.a **Ordinance No. 23-2081** Capital Ordinance Providing for Improvements to N. Fourth Avenue, Denison Street and Harper Street Project, in the County Middlesex, State of Jersey, Appropriating \$609,980 from the Department of Transportation Municipal Aid Program Therefor to Pay the Cost Thereof.

MOTION to approve/reject Ordinance No. 23-2081, authorize publication as required by law, and set up public hearing for December 19, 2023. **ROLL CALL VOTE**

- 14. Consent Agenda Items - Resolutions.

MOTION to adopt/reject **ROLL CALL VOTE**

- 14.a *12-23-258 Resolution Authorizing Contract with Xtel Communications for Phone and Switching Services for a 36-Month Term
- 14.b *12-23-259 Resolution to Schedule 2024 Reorganization Meeting
- 14.c *12-23-260 Resolution Authorizing Execution of a Shared Services Agreement with Freehold Township for Information Technology Services
- 14.d *12-23-261 Resolution to Ratify and Execute Agreement with Teamsters Local 97

- 14.e *12-23-262 Resolution to Amend Annual Salary Resolution
 - 14.f *12-23-263 Resolution to Approve 2024 Taxi Owner
 - 14.g *12-23-264 Resolution to Approve 2024 Taxi Operator
 - 14.h *12-23-265 Resolution to Approve Wrecker Licenses
 - 14.i *12-23-266 Resolution Authorizing Interlocal Health Services Contract with Middlesex County
 - 14.j *12-23-267 Resolution to Approve Agreement with Phoenix Advisor's LLC for Municipal Advisor and Continuing Disclosure Services
 - 14.k *12-23-268 Resolution Authorizing Extending the Designation of Tantum Fidelco HP LLC as the Conditional Redeveloper for Property Identified as Tract A in the Downtown Redevelopment Plan and Amending the Interim Cost and Conditional Designation Agreement Accordingly
 - 14.l *12-23-269 Resolution Authorizing the Extension of Designation 232 Raritan Avenue, LLC, A Garden Homes Entity, as the Conditional Redeveloper for property identified as Tract C in the Downtown Redevelopment Plan and amending the interim cost and conditional Designation Agreement accordingly
 - 14.m *12-23-270 Resolution Authorizing Purchase of Street Furniture for Woodbridge Avenue
 - 14.n *12-23-271 Resolution to Approve Bills List
15. Second Public Participation.
(3 minutes per speaker on any topic; subject to 9 PM conclusion prior to Work Session. Comments from members of the public attending the meeting in-person will be heard first, followed by members of the public attending the meeting via Zoom.)
16. Recess (5 minutes).
17. Work Session Items: No formal action to be taken.
18. Executive Session (if necessary).
19. MOTION to adjourn.
20. **Next Scheduled Meeting:** December 19, 2023 @ 7:00 PM

**ORDINANCE NO. 23-2079
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX
COUNTY, NEW JERSEY AMENDING CHAPTER 230, LAND DEVELOPMENT
CONCERNING NEW CONSTRUCTION ON NON-CONFORMING
SINGLE- AND TWO-FAMILY RESIDENTIAL LOTS**

BE IT ORDAINED by the Borough Council of the Borough of Highland Park that the following amendments to Chapter 230 are hereby enacted (underlined material is new and is added; [bracketed] material is deleted):

SECTION 1. Section 230-149.3 of the "Code of the Borough of Highland Park" concerning the regulations pertaining to non-conforming uses, structures or lots is hereby amended as follows:

§ 230-149.3 Nonconforming uses, structures or lots.

(No changes)

- A. (No changes)
- B. Nonconforming lots. A permitted single- or two-family dwelling on a lot that is nonconforming with respect to lot area, lot width or lot depth may be constructed, altered or enlarged and an accessory structure on a lot that is nonconforming with respect to lot area, lot width or lot depth may be constructed, altered or enlarged without an appeal for variance relief, provided that all other provisions of this chapter are complied with.
- C. (No changes)
- D. (No changes)
- E. (No changes)

SECTION 2. Any article, section, paragraph, subsection, clause, or other provision of the BOROUGH Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

SECTION 4. This ordinance shall take effect upon its passage and publication and filing with the County of Middlesex Planning Board, and as otherwise provided for by law.

Introduced at the meeting on: October 24, 2023

Adopted at the public hearing on: _____, 2023

ATTEST:

APPROVED: _____, 2023

Jennifer Santiago
Borough Clerk

Elsie Foster
Mayor

**ORDINANCE NO. 23-2080
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**AN ORDINANCE BY THE BOROUGH OF HIGHLAND PARK, MIDDLESEX
COUNTY, NEW JERSEY AMENDING CHAPTER 230, LAND DEVELOPMENT
CONCERNING RESIDENTIAL DENSITY IN CENTRAL BUSINESS DISTRICT**

BE IT ORDAINED by the Borough Council of the Borough of Highland Park that the following amendments to Chapter 230 are hereby enacted (underlined material is new and is added; [bracketed] material is deleted):

SECTION 1. Section 230-149 of the "Code of the Borough of Highland Park" concerning the Zoning Bulk Schedule Requirements attachment (Attachment 3) is hereby amended as follows:

- Page 3 entitled "230 Attachment 3:3"
 - REVISE Maximum dwelling units/building for CBD district from "33% gfa" to "—" to indicate that the maximum dwelling units/building requirement does not apply to the CBD district.

SECTION 2. Any article, section, paragraph, subsection, clause, or other provision of the BOROUGH Code inconsistent with the provisions of this ordinance is hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, paragraph, subsection, clause, or provision of this ordinance shall be adjudged by a court of competent jurisdiction to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause, or provision so adjudged, and the remainder of this ordinance shall be deemed valid and effective.

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Introduced at the meeting on: October 24, 2023

Adopted at the public hearing on: _____, 2023

ATTEST:

APPROVED: _____, 2023

Jennifer Santiago
Borough Clerk

Elsie Foster
Mayor

**CAPITAL ORDINANCE NO. 23-2081
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**CAPITAL ORDINANCE PROVIDING FOR IMPROVEMENTS TO N. FOURTH AVENUE,
DENISON STREET AND HARPER STREET PROJECT, IN THE COUNTY OF
MIDDLESEX, STATE OF NEW JERSEY, APPROPRIATING \$609,980.00 FROM THE
DEPARTMENT OF TRANSPORTATION MUNICIPAL AID PROGRAM THEREFOR TO
PAY THE COST THEREOF:**

**NOW THEREFORE BE IT ORDAINED AND ENACTED BY THE BOROUGH OF
HIGHLAND PARK, IN THE COUNTY OF MIDDLESEX, STATE OF NEW JERSEY AS
FOLLOWS:**

SECTION 1: The capital purpose described in Section 2 of the capital ordinance is hereby authorized as a general capital purpose to be undertaken by the Borough of Highland Park, in the County of Middlesex, State of New Jersey for the said improvement (s) or purpose stated in Section 2 hereof, and is hereby appropriated the sum of \$609,980.00 funded by a New Jersey Department of Transportation FY 2024 Municipal Aid Grant.

Section 2: The capital purpose hereby authorizes roadway improvements to N. Fourth Avenue, Denison Street, and Harper Street.

Section 3: The expenditure of \$609,980.00 appropriation for a New Jersey Department of Transportation FY 2024 Municipal Aid Grant, for the purpose set forth in Section 2 hereof, is hereby authorized and approved.

Section 4: The capital budget of the Borough is hereby amended, if needed, to conform with the provisions of this capital ordinance and, to the extent of any inconsistency herewith, a resolution in the form promulgated by the Local Finance Board showing the full detail of the amended capital budget and capital programs as approved by the Director of Local Government Services, New Jersey Department Of Community Affairs is on file in the office of the Clerk, if needed, and is available for public inspection.

Section 5: This ordinance shall take effect immediately after the final adoption as described in N.J.S.A. 40:49-2.

Introduced on first reading by title: December 5, 2022

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

**RESOLUTION NO. 12-23-258
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING CONTRACT WITH XTEL COMMUNICATIONS FOR
PHONE AND SWITCHING SERVICES FOR A 36-MONTH TERM**

WHEREAS, N.J.S.A. 52:34-6.2 authorizes contracting units, including the Borough of Highland Park, to make purchases and contract for services through the use of nationally recognized and accepted cooperative purchasing agreements that have been developed using a competitive bidding process by another contracting unit within the state of New Jersey or within any other state; and

WHEREAS, by Resolution 5-09-166, adopted May 5, 2009, the Borough of Highland Park entered into an agreement with a local cooperative called Educational Services Commission of New Jersey (ESCNJ) which enters into contracts for a wide variety of goods and services; and

WHEREAS, the purpose of entering the contract with ESCNJ was to obtain better prices than the Borough would be able to obtain individually, and to save the Borough the expense of bidding; and

WHEREAS, the Borough desires to continue utilizing Xtel Communications for its VOIP and switching services; and

WHEREAS, the Borough desires to enter into a contract to purchase said goods under ESCNJ #19/20-30, from Xtel Communications Inc., 10 Lake Center Executive Park, Suite 106, Marlton, NJ 08053, at ESCNJ contract prices; and

WHEREAS, funds for this purpose are available in Current Account No. 4-01-31-440-235, in an amount not to exceed \$37,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2023-78.

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

1. The Borough of Highland Park is hereby authorized to enter into a 36-month contract with Xtel Communications Inc., 10 Lake Center Executive Park, Suite 106, Marlton, NJ 08053 for an annual amount not to exceed \$37,500.
2. Certified copies of this resolution be forwarded to the Borough Administrator and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



Voice



Internet



Networks



Cloud

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Highland Park Borough



SALES ORDER

Executive Summary

Customer Name: Highland Park Borough

Date: November 21, 2023

Project Scope – Brief description about the goal of the project:

Customer adding (6) - Premium Licenses to the Admin location.
Remaining services to be renewed as-is for a new 36-Month Term.

Services by location detailed in the quote line groups in this quote.

Renewal Services:

- (2) - Auto Attendant, (Premium)
- (2) - DIDs
- (6) - E911
- (5) - Hosted Fax-(250)
- (2) - Hosted Fax, (Unlimited)
- (3) - Management Device, HPBX 1 - 50
- (86) - Standard Licenses
- (21) - Premium Licenses
- (77) - Poly VVX 350s, (DaaS)
- (7) - Poly VVX 411s, (DaaS)
- (2) - Poly VVX 450s, (DaaS)
- (2) - VVX EM50 Expansion Modules, (DaaS)
- (2) - Yealink W60P (Base Station & Handset), (DaaS)
- (1) - Yealink W73P (Base Station & Handset), (DaaS)
- (1) - Voice Line (FXS)
- (9) - POTS Local Lines

Sales Agent ID:

Requested Completion Date:

Please note the date listed above is not guaranteed and will be contingent upon several factors including circuit delivery dates, customer provided information and scheduling availability.

Responsibilities:

Customer - All assumptions MUST be correct to validate this Executive Summary. If anything listed below is inaccurate, contact Xtel Communications immediately.

- All CPE must be placed within 4 feet of a 110 volt grounded outlet.
- All CPE must be placed within 20 feet, and in the same room, as the demarcation point or additional costs to extend the circuit may be incurred.

- All CPE must be placed in a secure, ventilated, temperature controlled areas suitable for electronics deployment.
- Customer must provide access for technician to building demarcation point as well as extended demarcation point if applicable.
- Customer is responsible for completing End User Requirements for accepting Ethernet circuits. This includes extensions (fiber or ethernet) that may be needed from the demarcation location to another location in the customer's premises. In certain cases, Xtel may be able to quote the cost for extension.
- Customer is responsible for any cross connects at the demarcation location for POTS install. Xtel may be able to quote for the cost of the cross connection.

Contact Information – Please include the main customer contact, as well as the voice and data contact information for the project below. If there will be one per location, please specify in the Location Information section.

Customer Contact Name, Title	Monica Jackson
Customer Contact Number (cell preferred)	732-819-3786
Customer Contact E-mail	mjackson@hpboro.com
Voice Contact Name, Title	
Voice Contact Number (cell preferred)	
Voice Contact E-mail	
Data Contact Name, Title	
Data Contact Number (cell preferred)	
Data Contact E-mail	

E911 Disclaimer

Premium licenses can be used on a softphone on your smartphone or PC. If users dial 911 through their application, it will display the provisioned E911 address. If users want work from home addresses to be displayed, additional E911 fees will apply. See section 22 (Emergency Critical Lines) of Terms and Conditions. At least one E911 fee will apply per hosted customer location.

Network Equipment Disclaimer

Customer's existing network equipment must be able to support VLANs for a managed router for voice to be deployed, unless Xtel managed network equipment is provided at an additional cost to the customer. Equipment not deployed will not be billed.

Acceptance and Authorization

By signing below, you are agreeing to the Terms and Conditions found at www.Xtel.net, which terms are hereby incorporated by reference. No changes or additions to this Sales Order will be accepted after the date that appears below. Additional work MUST be scheduled as a separate service call by executing a MACD (moves, adds or changes) Order, and the Terms and Conditions shall additionally be incorporated in any MACD Order.

Highland Park Borough	Xtel Communications, Inc.
Print Name	Print Name
Title	Title
Signature	Signature
Date	Date

Location Contact Information – Please be sure information is provided for all locations

Location Name	Site Contact	Contact Info (Phone/Email)	Location Notes (if applicable)
Highland Park Borough - Admin/Borough Hall - New Services			
Highland Park Borough - Admin/Borough Hall - Renewing Services			
Highland Park Borough - Community Center - Renewing Services			
Highland Park Borough - PSC - Fire Dept. - Renewing Services			
Highland Park Borough - PSC - Police Dept. - Renewing Services			
Highland Park Borough - Public Works - Renewing Services			
Highland Park Borough - Teen Center - Renewing Services			

Device as a Service (DaaS)



Lower Cost and Increase Flexibility with DaaS

Tired of making expensive technology purchases for your company just to have it become obsolete in a year or two? Or have purchased a device that stops working but is no longer covered by the manufacturer's warranty? Xtel's DaaS program for Polycom and Yealink phones is a great way to alleviate these concerns by eliminating the cost of ownership. Now your business can simply use the phones while having the flexibility offered by not actually owning them. That's smart business.

Highlights of the program include:

- All phones covered by a 7-year replacement warranty.
- Phones that malfunction can be returned for a replacement without any cost.
- If want to upgrade your phone, or simply want a newer model, you can return your phone for a replacement phone at any time.
- Replacement phones will be shipped to your location on the next business day.

Xtel's DaaS Program eliminates:

- The total cost of ownership associated with owning phones.
- Having to deal with manufacturer's warranties and complex return policies.
- Holding onto obsolete phones to avoid having to purchase new models.
- Capital Expenditures.

DaaS - (n.) program which provides customers devices at a set "as a service" cost. Allowing for upgraded technology to easily be accessed as it becomes available.



ABOUT

With 26+ years of experience, Xtel is widely recognized for our commitment to the telecommunications and carrier needs of government entities, school districts, MSPs, and businesses of every size. We focus on implementing smart and cost-effective communication solutions, not just technology for the sake of technology. To find out more information visit www.xtel.net or call us at 1-800-GET-XTEL.



1-800-GET-XTEL
xtel.net

HOSTED FAX



INBOUND AND OUTBOUND FAXING SOLUTIONS DESIGNED TO MEET THE NEEDS OF YOUR BUSINESS

Xtel Hosted Fax Solutions enables organizations to replace old antiquated fax infrastructure and telephony to allow for a better user experience that makes faxing as easy as sending or receiving an email.

KEY BENEFITS

COST SAVINGS - Shift your fax service from CAPEX to OPEX and have better control over the cost of operations. Cut office expenses and track costs across departments and individual users.

FAX SOLUTIONS FOR EVERY BUSINESS - Volume discounts, aggregate use options, metered and bundled plans.

NO HARDWARE PURCHASE - No additional hardware or software and the solution integrates into existing IT and email infrastructure.

SEAMLESS MIGRATION - Port POTS lines, traditional copper, local, and toll-free numbers.

EASY-TO-USE / ANYWHERE ACCESS - Paperless fax solutions available from anywhere there is an internet connection.

UNLIMITED SCALABILITY - No matter the number of faxes, ten or ten million, our infrastructure is fully equipped to handle your business needs. Never a busy line, send and receive multiple faxes at once.

RELIABILITY - Global redundant architecture with multiple carriers and thousands of phone lines strategically distributed around the globe that provide 100% uptime

Hosted Fax (n.) — an Internet-based faxing service that doesn't require any hardware or software installation. Compatible with any email client, the service is both secure and confidential.

FAX-TO-EMAIL

- Local Numbers in virtually any market; US and abroad
- Toll Free Numbers
- Receive faxes directly in your email
- Never a busy line
- First page preview embedded in email
- One-click to view entire fax document
- Receive in a variety of formats
- Electronically store fax documents

EMAIL-TO-FAX

- Send faxes directly from your email
- Supports a variety of formats including the email body
- Personalized Cover Page options
- Custom fax headers
- Automatic transmission report
- Dynamic retries using multiple phone carriers

ABOUT

With 23+ years of experience, Xtel is widely recognized for our commitment to the telecommunications and carrier needs of government entities, school districts, other MSPs, and businesses of every size. We focus on implementing smart and cost-effective communication solutions, not just technology for the sake of technology. To find out more information visit <http://xtel.net> or call us at 1-800-GET-XTEL.



1-800-GET-XTEL

xtel.net

Xtel Seat License Options

For business decision-makers, the new reality is that they must modernize their unified communications and collaboration solutions in order to support the changing workplace. That means deploying solutions that connect across platforms, increase user participation, improve the quality of meetings, support mobility, ensure security, and drive improvements in total cost of ownership.

By choosing Xtel and using a cloud model for unified communications and collaboration, your organization can significantly lower costs, reduce complexity, and improve productivity and the user experience. For many forward-looking IT and business leaders, it's not just the future of communications that is in the cloud – it's the present.

Our licensing options allow you to construct the solution that best suites your company needs.



BASIC

- 3-way
- Account Codes
- Call Forwarding
- Caller ID
- Call List
- Call Transfer
- Call Waiting
- CommPortal
- Dial Tone
- Intercom
- Line Identity
- Music on Hold
- Paging/Push to Talk

STANDARD

BASIC FEATURES +

- Automatic Recall
- Anonymous Call Rejection
- Call Park
- Call Trace
- Directed Call Pick Up
- Find Me Follow Me
- Group Call Pick Up
- Line State Monitoring
- Monitored Extensions
- Selective Call Rejection
- Sim Ring
- Speed Dial
- Voice Mail

PREMIUM

BASIC & STANDARD FEATURES +

- Business Call Manager
- Call Barring
- Call Jump
- Call Number Delivery Blocking
- Click to Dial
- Extended Absence Greeting
- MaX Mobility – Mobile App & Desktop Client
- Out of Hours Greeting
- Priority Call
- Reminder Calls
- Video

PREMIUM UC*

PREMIUM FEATURES +

- MaX Meeting (4 attendees)
 - Desktop Remote Control
 - Host & Participant Controls
 - Instant Messaging and Presence
 - Screen and Application Sharing
 - Voice and Video Conferencing
 - Whiteboard

**Premium UC is also available with options to have 10, 25 & 100 Meeting Attendees for a subscriber license. A Premium UC 100 licensed subscriber can also upgrade to include Webinar features.*

ENHANCED FEATURE LICENSES

Per Customer account or site:

- ▶ Auto Attendant, Standard
- ▶ Auto Attendant, Premium

Per Subscriber:

- ▶ Call Recording
- ▶ Call Center
- ▶ Speech to Text
- ▶ SMS (ETA June 2020)

MaX Mobility

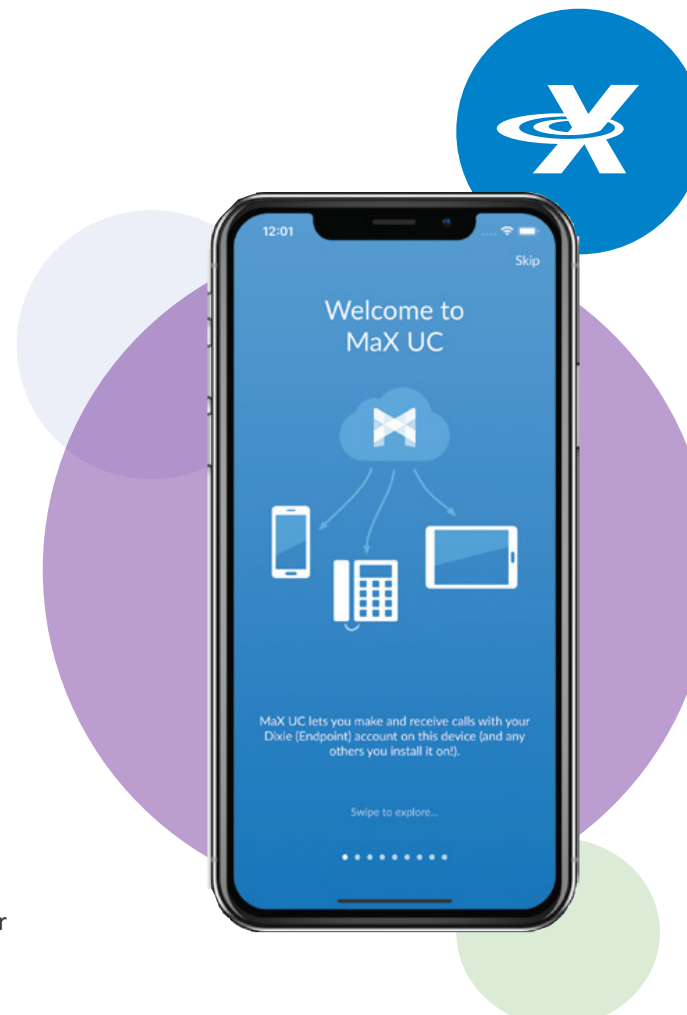
Today workers are increasingly mobile. Your working life moves constantly from desk to laptop to smart phone to tablet. Now you can use all the calling features of Hosted Unified Communications from almost any device whether at your desk, at home or on the move.

Maximize your mobile experience with **MaX Mobility**. Xtel's app for mobile and desktop, keeps you connected wherever you are. It's a fully featured soft phone that enables you to send and receive calls, instant messages (IM), or record calls from any Internet connected device.

Delivering rich calling, conferencing and messaging features with a simple to use UI, makes user adoption frictionless. Powerful 'presence' capabilities allow you to see the real-time status of coworkers – available, offline, on the phone, or in a meeting.

Whether working from home or on the road, on Wi-Fi, 4G/5G, or wired Ethernet, employees will always have access to the same telephony feature offerings that they were previously only able to receive on their desk phones or extensions. With an innovative design that delivers business UC features on the smartphone's native dialer extending the user experience for the mobile-native or remote worker.

MaX Mobility supports today's modern business, allowing employees to work from anywhere, by connecting seamlessly from any location they need to conduct business.



FEATURES

- Soft Phone**
Make calls from 4G/5G or Wi-Fi connections
- Instant Messaging and Presence**
- Seamlessly Move Calls Between Devices**
- Mid-Call Features**
transfer, park, hold, etc.
- Contact Integration**
- Visual Voicemail**
- Voice-to-Text** (add-on feature)
- Video Calling**
- Mobile-Compatible**
with iOS and Android Operating Systems
- Desktop/Laptop-Compatible**
with Windows and Apple OS-X
- Call Recording** (add-on feature)

LEARN HOW TO BOOST YOUR TEAM'S PRODUCTIVITY TODAY!

Call **800.GET.XTEL** or visit **www.xtel.net** for more information on **MaX Mobility**.

MaX Meeting

BOOST COLLABORATION WITH MaX MEETING

MaX Meeting is a complete web conferencing solution for businesses with video and audio conferencing, team collaboration, screen sharing, and large-scale webinars. With more and more businesses moving to remote workforces the need for more effective communication and collaboration is more important than ever. You need comprehensive tools that allow you stay connected to the business from anywhere, any time, and from any device.



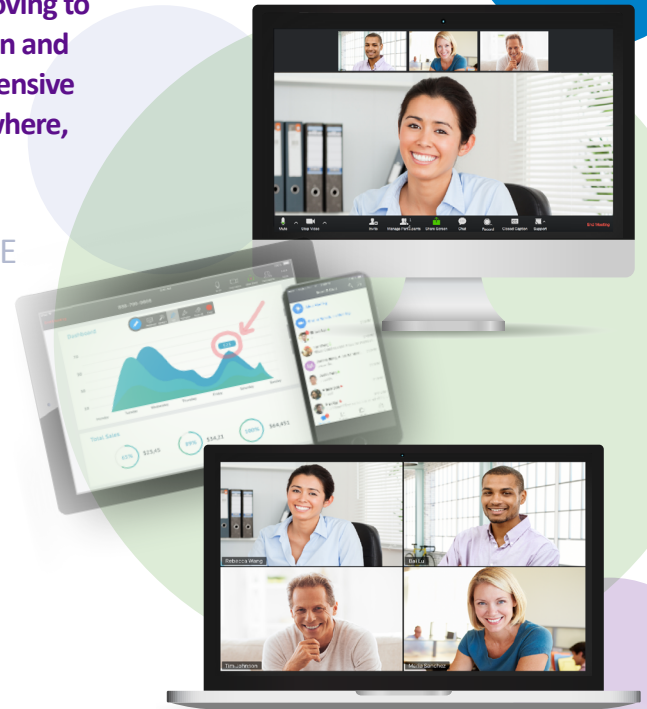
CONNECT, COMMUNICATE, COLLABORATE

Gain a Collaborative Workforce

- ▶ Workers stay in touch with each other, partners, and customers regardless of location.
- ▶ Real-time collaboration ensures easy, ongoing sharing of ideas and information.
- ▶ Distributed teams solve problems faster and create stronger relationships when they are connected, which translated to improved business outcomes.

Reduce Costs and Improve Productivity

- ▶ Significant cost savings with reduced travel expenses and non-productive travel time.
- ▶ Improve access to the resources employees need to get their jobs done.



ROBUST MEETING TOOLS

HOST CONTROLS

- Invite Additional Attendees while in meeting
- Record Conference
- Lock Conference
- Mute or Drop Attendee

USER FEATURES

- Private or Group Chat
- Swap Presenter Request/Give Remote Control of Desktop
- View Conference Participants
- Pause Audio/Video Record/Pause Record Conference
- Video Gallery
- View Active Speaker
- Pin Video
- Manage Headset
- Camera Settings
- Raise Hand

SCHEDULING AND TRACKING

- Invite Additional Attendees while in meeting
- Record Conference
- Lock Conference
- Mute or Drop Attendee

CONTENT SHARING

- Share desktop or application with PC sound or full screen videos
- Desktop Remote Control and Whiteboard
- Desktop and mobile applications

Quote Expiration	December 31, 2023
Quote Term	36
Sales Rep	Maryann Pierce
Prepared For Name	Monica Jackson
Prepared For Phone Number	732-819-3786
Prepared For Email	mjackson@hpboro.com
Billing Address	221 South 5th Avenue
Billing City, State Zip	Highland Park, NJ 08904
Billing Account Number	16402

Highland Park Borough - Admin/Borough Hall - New Services
Service Address: 221 South 5th Avenue, Highland Park, NJ 08904
Sub-Account Number: 16403

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Premium License	6	\$6.00	\$36.00	\$0.00
Configuration, HPBX Subscriber	6	\$9.95	\$0.00	\$59.70
		Totals:	\$36.00	\$59.70

Highland Park Borough - Admin/Borough Hall - Renewing Services
Service Address: 221 South 5th Avenue, Highland Park, NJ 08904
Sub-Account Number: 16403

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Auto Attendant - Premium	1	\$25.00	\$25.00	\$0.00
DID #	1	\$0.25	\$0.25	\$0.00
e911 License	1	\$1.50	\$1.50	\$0.00
Hosted Fax - 250	1	\$14.95	\$14.95	\$0.00
Hosted Fax - Unlimited	2	\$29.95	\$59.90	\$0.00
Management Device, HPBX 1 - 50	1	\$40.00	\$40.00	\$0.00
Standard License	18	\$4.00	\$72.00	\$0.00
Premium License	9	\$6.00	\$54.00	\$0.00
Poly VVX 350 - DaaS	27	\$5.25	\$141.75	\$0.00
Poly VVX 411 - DaaS	2	\$5.27	\$10.54	\$0.00
POTS Local Line - NJ	4	\$43.69	\$174.76	\$0.00
		Totals:	\$594.65	\$0.00

Highland Park Borough - Community Center - Renewing Services
Service Address: 220 South 6th Avenue, Highland Park, NJ 08904
Sub-Account Number: 16404

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
e911 License	1	\$1.50	\$1.50	\$0.00
Hosted Fax - 250	1	\$14.95	\$14.95	\$0.00
Standard License	6	\$4.00	\$24.00	\$0.00
Premium License	3	\$6.00	\$18.00	\$0.00
Poly VVX 350 - DaaS	9	\$5.25	\$47.25	\$0.00
POTS Local Line - NJ	1	\$43.69	\$43.69	\$0.00
		Totals:	\$149.39	\$0.00

Highland Park Borough - PSC - Fire Dept. - Renewing Services
Service Address: 220 South 5th Avenue, Highland Park, NJ 08904
Sub-Account Number: 16405

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
e911 License	1	\$1.50	\$1.50	\$0.00
Hosted Fax - 250	1	\$14.95	\$14.95	\$0.00
Standard License	6	\$4.00	\$24.00	\$0.00
Poly VVX 350 - DaaS	5	\$5.25	\$26.25	\$0.00
Poly VVX 411 - DaaS	1	\$5.27	\$5.27	\$0.00
Voice Line - (FXS)	1	\$12.00	\$12.00	\$0.00
		Totals:	\$83.97	\$0.00

Highland Park Borough - PSC - Police Dept. - Renewing Services
Service Address: 222 South 5th Avenue, Highland Park, NJ 08904
Sub-Account Number: 16406

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
Auto Attendant - Premium	1	\$25.00	\$25.00	\$0.00
DID #	1	\$0.25	\$0.25	\$0.00
e911 License	1	\$1.50	\$1.50	\$0.00
Hosted Fax - 250	1	\$14.95	\$14.95	\$0.00
Management Device, HPBX 1 - 50	1	\$40.00	\$40.00	\$0.00
Standard License	51	\$4.00	\$204.00	\$0.00
Premium License	6	\$6.00	\$36.00	\$0.00
Poly VVX 350 - DaaS	29	\$5.25	\$152.25	\$0.00
Poly VVX 411 - DaaS	4	\$5.27	\$21.08	\$0.00
Poly VVX 450 - DaaS	2	\$6.00	\$12.00	\$0.00
Poly VVX EM50 Expansion Module - DaaS	2	\$7.50	\$15.00	\$0.00
Yealink W60P Base & Handset - DaaS	2	\$6.00	\$12.00	\$0.00
POTS Local Line - NJ	3	\$43.69	\$131.07	\$0.00
		Totals:	\$665.10	\$0.00

Highland Park Borough - Public Works - Renewing Services
Service Address: 444 Valentine Street, Highland Park, NJ 08904
Sub-Account Number: 16407

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
e911 License	1	\$1.50	\$1.50	\$0.00
Hosted Fax - 250	1	\$14.95	\$14.95	\$0.00
Management Device, HPBX 1 - 50	1	\$40.00	\$40.00	\$0.00
Standard License	4	\$4.00	\$16.00	\$0.00
Premium License	2	\$6.00	\$12.00	\$0.00
Poly VVX 350 - DaaS	6	\$5.25	\$31.50	\$0.00
POTS Local Line - NJ	1	\$43.69	\$43.69	\$0.00
		Totals:	\$159.64	\$0.00

Highland Park Borough - Teen Center - Renewing Services
Service Address: 600 Benner Street, Highland Park, NJ 08904
Sub-Account Number: 16408

Product Name	Quantity	Unit Cost	Total Monthly Recurring Charges	Total One-Time Charges
e911 License	1	\$1.50	\$1.50	\$0.00
Standard License	1	\$4.00	\$4.00	\$0.00
Premium License	1	\$6.00	\$6.00	\$0.00
Poly VVX 350 - DaaS	1	\$5.25	\$5.25	\$0.00
Yealink W73P Base & Handset - DaaS	1	\$6.25	\$6.25	\$0.00
		Totals:	\$23.00	\$0.00

Quote Totals

Monthly Recurring Totals	\$1,711.75
One Time Charge Totals	\$59.70

x^{tel} CUSTOMER LIFE CYCLE



The following diagrams depict the flow and approximate timelines of the Xtel Process.

Sales Process: Discovery Process - Information collection, expectation setting, requirement definition

Documentation: Site survey, solution design, service record/billing acquisition, IP Address Justification Form, Current Technologies Questionnaire, Statement of Work (SOW), Master Services Agreement (MSA)

Sales Process: 0-60 days depending on size, scope, and complexity



Delivery Process: Final data collection and validation, establish timelines, configuration and initialization, change order process, administrator and end user training preparation, communication/update procedure

Documentation Examples: Introductory letter, project phase communications, service activation notification

Service Delivery Cycle: 30-90 days depending on size, scope, and complexity of the opportunity. Large programs or uniquely complex projects may extend beyond 90 days



		SD-WAN or EDIA	Xtel Cleanpipe Bandwidth + DDoS detection and mitigation	SD-WAN with UTM and NGFW
SIP BYOB		SIP Xtel as ISP		
Hosted Fax		Hosted Contact Center Up to 25 Agents	Hosted Contact Center 26 to 50 Agents	
HPBX BYOB 5 to 25 phones	HPBX BYOB 26 to 50 phones	HPBX Xtel as ISP 5 to 75 phones	HPBX Xtel as ISP 76 to 100 phones	HPBX Xtel as ISP 101 to 200 phones

Post Implementation Transition to Support and Billing Processes: Post implementation followup and validation, change orders, MACDs, training, formal hand off to Xtel Support, first bill/billing explanation

Documentation/Process: Onsite training, phone support, customer satisfaction survey

* Timeline applies to buildings already connected to fiber/ethernet. Ethernet on-site build requirements may increase timeline

Disclaimer

Standard Rates of \$.029/minute for Interstate and Intrastate Long Distance calls, and \$.015/minute for Local calls, will apply for all call traffic not included within a call package. This includes any call overage for proposed minute plans. The standard rate for all Toll Free calls will be \$.039/minute for Interstate and \$.045/minute for Intrastate, unless otherwise noted within the Additional Details section of this agreement. International calling will be disabled by default. For IP Voice services, there is a minimum of one e911 account per location billed at \$3 per account. There is a minimum of one DID number per location, or one DID per PRI and IP Voice circuit, whichever is greater, billed at \$1 per DID number, unless otherwise noted in this document. This agreement assumes that your network can adequately accommodate the proposed services. If it cannot, additional charges may apply. This includes any necessary Ethernet Runs, Switches, or VLAN configurations not accounted for in the order form. For all fiber installations, such as for Ethernet services, special construction costs may apply. Ethernet Internet service is provided through a single copper handoff via one Ethernet port on Xtel managed equipment. Alternate handoff types are available but additional charges may apply. By signing this agreement, I acknowledge that I am authorized to execute this contract and agency on behalf of Customer to authorize Xtel Communications Inc. to provide telecommunications services as listed above and to act as agent in all matters related to this service. The rates disclosed herein do not include federally - or state - regulated surcharges and fees (which include but are not limited to USF, TRS, E911, PICC, and payphone surcharge). If inside wiring, demarc extension, creation of a fiber pathway or other construction is required, charges will apply. Xtel managed equipment supplied to Customer for service will remain the possession of Xtel throughout contract term and after contract term lapses. Equipment sold by Xtel to the Customer will be billed upon the signature of this Sales Order. Customer is responsible for any shipping and storage charges for the equipment. If Customer should breach contract or cancel services, Xtel will physically take possession of the equipment or Customer will reimburse Xtel for the full replacement cost. If purchasing services through the E-Rate program, please reference SPIN # 143010147. Automatic contract renewals and evergreen contract extensions do not apply to services covered by the E-Rate program.

Highland Park Borough	Xtel Communications, Inc.
Authorized Name	Authorized Name
Title	Title
Signature	Signature
Date	Date

Terms and Conditions

The following terms and conditions are applicable to all Sales Orders for Xtel Services:

1. Term and Renewal.

These Terms and Conditions, any Sales Order(s), and/or any Change Order(s), and/or any Statement of Work (together the "Agreement") are effective on the "Effective Date", set forth as either the date of customer signature on the Sales Order or MACD (moves, adds, or changes) Order or Service Installation Date (as defined below), whichever occurs last. For all Voice and Hosted PBX services, the Service Installation Date is defined as the date which voice calls can be successfully made and completed. For all Data and Internet services, the Service Installation Date is the date the circuit is physically installed at the customer location. If any combination of Voice, Hosted PBX, Data circuits, or Internet services are incorporated within this Agreement, then multiple Service Installation Dates may apply.

The Agreement will continue for the term set forth in the Sales Order (the "Term") from the Effective Date or until either terminated pursuant to Section 18 below or replaced with a new agreement. Upon expiration of the Term, this Agreement will automatically renew for consecutive periods equivalent to the initial Term (each, a "Renewal Term") until either party provides the other party with written notification of their intent not to renew. Such notification must be provided within ninety (90) days prior to the end of the Term then in effect. In the event a Customer provides written notice of its intent not to renew but does not terminate Services (defined as any combination of Voice, Hosted PBX, Data, Internet, or any other service offered by Xtel) hereunder, Xtel shall have the option of continuing to provide such Services on a month-to-month basis, priced at Xtel's then current monthly rates. In the event Customer elects to disconnect the Service, Customer shall provide written notice to Xtel specifying the services to be disconnected (Letter of Disconnect) directly to the email address: disconnect@xtel.net, and the disconnect shall be effective forty-five (45) days from the date of Xtel's receipt thereof. Customer will continue to be billed for the Service for forty-five (45) days after Xtel receives the Letter of Disconnect.

Xtel makes no representations or warranties with respect to the eligibility or ineligibility of the Service(s) for federal E-Rate support or for other governmental and quasi-governmental telecommunications/Internet discounts or entitlements (collectively "E-Rate Funding").

2. Charges for Services.

Billing and Payment; Credits.

2.1. Customer is responsible for paying all charges that apply to the Services ordered on a Sales Order or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the Sales Order or set forth in Xtel's Price Lists or Tariffs.

2.2. Customer is responsible for all shipping charges, sales and use taxes, and all other taxes, regulatory charges, surcharges, fees, and assessments that apply to this Agreement and the sale and use of Services which may be levied at any time during a customer's initial or Renewal Term.

2.3. Customer may be required to pay a deposit or prepay for services, as set forth in Section 5.

2.4. Xtel will bill Customer monthly for the Services ordered, payable on receipt of the bill notice. Billing at a location will begin upon the Installation Date (which may be the date that an access circuit is installed). If multiple Customer locations will have service installations, billing may commence for a location regardless of the installation status at the other locations.

2.5. Billing may commence thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent). Equipment sold to the Customer will be billed upon the signature date of the Sales Order. Xtel

may choose to bill in full monthly increments with no proration for partial service periods when service either starts or ends in the middle of a billing cycle. Paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Xtel will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. All taxes, surcharges, rates, fees, and product fees are subject to change without notice based on changes to Federal and State guidelines and regulations and all applicable tariffs and publicly available terms and conditions, as well as increased network and billing charges.

2.6. In the event Xtel is subject to additional fees or costs from a provider of any of its resold Services, such increase (exclusive of applicable taxes) shall be passed to Customer effective the monthly bill notice following such increase.

2.7. Xtel may adjust the charges for Services upon the expiration of the initial or Renewal Term or by giving Customer at least thirty (30) days' prior written notice, which may be satisfied by including notice of a monthly recurring charge modification in a Customer bill. Customer shall have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

2.8. Xtel may, in its sole discretion, assess reasonable time and material charges if a Customer reports an issue to Xtel that requires a service dispatch and no trouble is found in Xtel's or its partners' facilities and/or network, or with any Xtel managed customer premise equipment.

3. Disputes.

To dispute a charge, Customer must timely pay all undisputed charges and deliver to Xtel in writing the specific basis for such dispute, together with all substantiating documentation, within thirty (30) after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Xtel may refuse to discuss issues through Customer's external representative.

4. Partial Payments; Late Payments.

All amounts due Xtel are payable in full within thirty (30) from the date of the invoice. If Xtel does not receive full payment when due, or does not receive payment in immediately available funds, Xtel will add a late payment fee of 1.5%, or the maximum rate allowable by law, to the amounts owed and will calculate such fee as the total owed times the interest rate. A returned check fee of \$35 may additionally apply. Xtel may accept any payments Customer marks as being "payment in full" or as being settlement of any dispute without waiving any rights Xtel has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Xtel incurs as a result of collecting Customer's unpaid charges, including attorney's fees.

5. Credit and Deposits.

Customer authorizes Xtel to ask credit-reporting agencies for Customer's credit information. Xtel, in its sole discretion, may deny Services based upon an unsatisfactory credit history or require Customer to submit an initial security deposit and/or advance payment. An additional deposit and/or advance payment may be required if Customer increases Services or Customer's credit rating changes. The deposit will not bear interest unless explicitly required by law. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Xtel at its discretion may apply the deposit to any amount due and unpaid by Customer.

6. Services Location; Moves.

Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Xtel's network. Customer shall provide Xtel with the correct address to

obtain Services because Xtel relies on such information to determine which taxes, fees, surcharges and assessments apply to Services. If Customer does not provide a valid or correct address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Xtel if Customer's address changes, in which case Xtel may either (a) terminate the affected Services; or (b) allow Customer to provide sixty (60) days' advance notice to Xtel to move Services to a new location and pay any applicable installation charges. Customer will enter into a new Agreement for such new location or Xtel will apply the liquidated damages set forth in Section 19 for the terminated location. Charges could apply and monthly fees may be affected for moves.

7. Xtel-Provided and Owned Equipment.

Any equipment installed by Xtel on Customer's premises that is not the subject of a sale or lease to Customer (such as the switches, gateway devices, routers, phone sand interface cards, if applicable) shall remain at all times the property of Xtel. At any time Xtel may remove or change Xtel equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Xtel equipment or permit others to do so, and shall not use the Xtel equipment for any purpose other than that authorized by the Agreement. Xtel shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Xtel for the cost of any necessary repairs or replacement. Customer shall provide Xtel reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Xtel does not have access to Customer's premises within thirty (30) after Customer terminates with Xtel, Customer shall reimburse Xtel for the full purchase price of the equipment as well as any attorney's fees and costs. Xtel equipment, including but not limited to leased equipment, shall be used exclusively for the purpose of providing the Services pursuant to this Agreement, unless otherwise agreed to in writing by the parties.

8. Customer-Provided Equipment and Equipment Sold to Customer.

Xtel shall have no obligation to install, maintain, repair, or replace Customerprovided equipment or equipment sold to Customer unless otherwise agreed to in writing by the parties. If, on responding to a Customer initiated service call, Xtel determines that the cause of the service deficiency was a failure, malfunction or inadequacy of equipment other than Xtel's equipment, Customer shall compensate Xtel for actual time and materials expended during the service call. All manufacturer expressed warranties for Customer-provided equipment or equipment sold to Customer, and the enforcement of manufacturer warranties, are solely up to the manufacturer and the Customer. Xtel shall have no obligation to enforce manufacturer expressed warranties.

9. Disconnection of Current Provider; Special Construction; Third Party Charges.

Customer is solely responsible for disconnecting Services with its current service provider. Xtel is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Xtel or a third party provider is required to undertake special construction for Customer, including but not limited to extending the demarcation point or creating a fiber pathway. Unless Xtel specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Xtel shall have no responsibility for maintenance or repair of same.

10. Internet.

Xtel cannot guarantee speeds or uninterrupted, error-free service. Internet speeds are distance and location-sensitive and speed will vary based on factors such as the condition of wiring inside a specific location, computer configuration, network or Internet congestion, the server speed of the Web sites accessed, and other factors.

11. IP Address Allocation Policy.

Xtel assigns IP addresses to its customers for use with certain IP/data-based Services. The Customer must be able to exhibit at least 80% utilization of all assigned IP addresses. Xtel reserves the right to repossess IP Addresses if utilization falls below 80% utilization. Xtel shall retain any assigned public IP address when a Customer's service is terminated. Xtel and Customer agree that assigned addresses are "non-portable" and other providers are not allowed to route these addresses. Customer, who has its own IP addresses, which are allocated directly from American Registry for Internet Numbers (ARIN), will be ported/routed by Xtel where reasonably possible. However, Xtel cannot guarantee the portability/routability of these addresses beyond its own backbone and to the Internet in general. Xtel reserves the right to modify its IP Address allocation Policy without notice.

12. Acceptable Use Policy.

Xtel supports the free flow of information and ideas over the Internet. Xtel does not actively monitor nor does Xtel exercise editorial control over the content of any web site, electronic mail transmission, mailing list, News Group or other material created or accessible over Xtel networks. However, Xtel reserves the right to remove any materials, that, in Xtel's sole discretion, are potentially illegal, may subject Xtel to liability, or violate this Acceptable Use Policy ("AUP"). Such materials may include, but are not limited to, material that is inappropriate, obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent and/or material that infringes, misappropriates, or otherwise violates anyone's rights (including intellectual property, privacy, personality, publicity, or otherwise). In addition to the prohibitions described above, Services, (including any device, system, network, or account used in connection with the Services) may not be used for the following purposes:

- The exploitation of minors or vulnerable persons;
- Auto-dialing or traffic pumping;
- The transmission of any material that contains viruses, Trojan horses, malware, spyware, or any other similar programs;
- Selling, reselling, or sublicensing Services;
- Harvesting or collecting information about third parties;
- Bypassing, exploiting, disabling, or otherwise circumventing limitations or security features of the Services;
- Intercepting, monitoring, modifying, decrypting, or redirecting any communication or data for any purpose; or
- Misleading any person as to Customer's identity by creating a false caller ID, forging addresses, or headers, or fraudulently undertaking any measures to misrepresent the origin or identity of the sender.

Any violation of this Policy may result in the suspension or cancellation of Xtel services without liability to Xtel. Channeling any part of any such activity through Xtel's network resources shall constitute a violation of this Policy. **XTEL WILL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR THE INTERNET OR ANY INFORMATION CONTAINED THEREON. XTEL DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.** Using Xtel services and equipment for illegal purposes or in support of illegal activities is strictly prohibited. Xtel reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong. Activities, which are in violation of any local, state, or federal laws, statutes, regulations, treaties and/or tariffs, would constitute a flagrant violation of the AUP. Should any Customer activity threaten the integrity

of or threaten to adversely affect Xtel's network, Xtel shall be allowed to take steps to reduce or contain the damage, including termination or suspension of the DIA Service.

13. SPAM.

Xtel prohibits the transmission, distribution, or storage of unwanted or offensive content.

Prohibited transmissions include without limitation, viruses, trojan horse programs, messages which include character sequences intended to control the recipient's computer or display screen, make-money fast schemes, pyramid or chain letters, fraudulent offers, threats, harassment, defamation, postings to a newsgroup in violation of its rules, charter or FAQ, unsolicited advertising (whether commercial or informational) and unsolicited e-mail ("SPAM"). Xtel strongly opposes SPAM, which floods the Internet with unwanted and unsolicited e-mail and deteriorates the performance and availability of the Xtel network. All forms of SPAM, and all activities that have the effect of facilitating SPAM, are strictly prohibited. Violation of this provision will result in termination of any applicable Service Attachment and/or Customer's entire Master Agreement. Xtel shall be allowed to take any action it deems necessary to prevent the transmission, distribution, or storage of SPAM.

14. Fraud and Network Security.

Xtel is not liable for any damages Customer may incur as a result of the unauthorized use of Customer's network facilities. In no event will Xtel be liable for protection of Customer's network, transmission facilities or equipment from unauthorized access, or for any unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedure, information or other network elements or content through fraudulent means or devices. Xtel shall have the right, but not the obligation, to immediately deactivate Customer's services in the event Xtel reasonably believes such service is the subject of theft or fraud.

15. Privacy.

Xtel limits the information collected from Customer to what is needed for conducting business, including the offering of products and services by Xtel or by third parties that might be of interest to Customer. Customer may choose to provide personal information to Xtel in a number of ways: in person, telephonically or electronically via email or our websites. Xtel does not sell Customer's personal information to any third parties. Xtel is not liable for any lack of privacy which may be experienced with regard to Xtel provided services or third party provided services.

16. American Recovery and Reinvestment Act (ARRA).

Customer must notify Xtel of all restrictions, requirements, and reporting obligations to which Xtel could become subject pursuant to the ARRA before Xtel provides Services to Customer. Customer will not use ARRA or stimulus funds, grants, or loans, in whole or in part, to support its performance under this Agreement without Xtel's prior written consent regarding any specifically applicable ARRA terms. If Customer fails to provide such prior written notice to Xtel of ARRA or stimulus funding or if Xtel does not consent to the use of such funding, then Xtel has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Xtel.

17. Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.

This Agreement, the documents incorporated by reference and any Customer Addendums entered between the parties constitute the Parties' entire Agreement. This Agreement and any Addendums hereto may be amended only in writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Xtel employee or agent. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Xtel also may execute this Agreement via a verifiable electronic signature.

18. Termination.

Xtel may terminate this Agreement by providing at least ninety (90) days' notice prior to the end of the initial Term or a Renewal Term or if the Customer is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice. Customer may terminate this agreement pursuant to Section 1, Term and Renewal. Customer may also terminate this Agreement if Xtel is in breach of any material provision of this Agreement and fails to cure within thirty (30) days after written notice. Notwithstanding, unless prohibited by law, in the event of Customer's nonpayment, Customer shall have 10 days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. Xtel may limit, interrupt or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services; or (b) if in Xtel's sole discretion it determines that Customer or others have used the Services in an adverse manner that affects Xtel's network or other customers; or (c) if in Xtel's sole discretion it determines that Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or while the Services are under Customer's control; or (d) if in Xtel's sole discretion it determines that Customer or others have used the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services, including but not limited to excessive usage or minutes in an unlimited Service;; or (e) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (f) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider. In addition to the termination rights of Xtel set forth above, if in Xtel's sole discretion it determines that Customer or others have used the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Xtel is receiving traffic from Customer that originates from a location other than the local calling area associated with the Customer's service location, when 10% or more of Customer's calls are 6 seconds or less, and/or when more than 40% of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), Xtel may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Xtel's discretion for each call that violates this provision; (x) restrict or cancel use or convert Customer to another plan; (y) require Customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Xtel may restore service if Customer corrects the violation and pays all outstanding amounts owed, including restoration charges.

For Ethernet Internet Access services, MPLS, Ethernet Private Line, Virtual Private Network/Virtual LAN Services, or any bundled Service which include such services as a component, Xtel shall verify the availability of facilities, and if Xtel determines in its sole discretion that facilities are not economically or technically feasible, Xtel has the right to terminate this Agreement without liability.

19. Effect of Termination.

a. Pre-Installation– If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Xtel a PreInstallation Cancellation Charge (Cancellation Charge) equal to three months of monthly recurring charges ("MRC"), except that if Xtel's costs to other providers are greater than this amount, Customer shall also reimburse Xtel for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Xtel to prepare for installation. The Cancellation Charge set forth in this Section 19(a) is in lieu of the charges set forth in 19(b) below for post-installation cancellations.

1. Post-Installation –

CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR MORE THAN 20% OF THE DOLLAR VALUE OF ANY SERVICES (EXCLUDING INTERNET ACCESS SERVICES) PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR

CAUSE, OR AS A RESULT OF XTEL'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO XTEL AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO 100% OF THE MRC MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM, OR IN THE CASE OF A CUSTOMER TERMINATION OF MORE THAN 20% OF SERVICES THE PRO-RATA CALCULATION OF THE MRC ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY XTEL, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY XTEL TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's Proposal includes Monthly Minimum Charges or Fees ("MMC" or "MMF") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's Proposal does not include MMC or MMF and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below 100% of its original contracted rate for that location, Customer will pay 100% of the MRC every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Xtel to the unbundled service rates.

2. Limitation of Liability and Indemnity.

20.1. XTEL'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WHETHER FORESEEABLE OR IN CONTRACT, TORT, OR OTHERWISE WILL NOT EXCEED CUSTOMER'S MRC DURING THE THREE (3) MONTHS PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. IF CUSTOMER'S SERVICE IS INTERRUPTED, XTEL'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL XTEL BE LIABLE FOR: (i) ANY ACCIDENT OR INJURY CAUSED BY SERVICES; (ii) ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS DATA); (iii) ANY PUNITIVE OR EXEMPLARY DAMAGES; (iv) THE COST OF ALTERNATIVE SERVICE; (v) ATTORNEY'S FEES; OR (vi) ANY DELAY OR FAILURE TO PERFORM UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO SERVICE INTERRUPTIONS) DUE TO CAUSES BEYOND XTEL'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO, STRIKES, LOCKOUTS, OTHER LABOR UNREST, CABLE CUTS OR COMMON CARRIER DELAYS.

20.2. IN NO EVENT SHALL XTEL, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, OR ANY ENTITY ON WHICH BEHALF XTEL RESELLS SERVICES, BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (ii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; (iii) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT; (iv) MISUSED OR STOLEN SERVICES, OR; (iv) LOSSES OR DAMAGES TO CUSTOMER'S BUSINESS OR DATA ARISING OUT OF THE FAILURE OF XTEL FIREWALL SERVICES.

20.3. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRDPARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT.

21. Disclaimer of Warranties.

SERVICES ARE PROVIDED ON AN “AS IS” AND “AS-AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, XTEL DOES NOT WARRANT THAT ITS SERVICES, EQUIPMENT, OR ANY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY. XTEL FURTHER DOES NOT WARRANT THAT ANY CYBER-SECURITY SERVICES, INCLUDING FIREWALL SERVICES, WILL PREVENT ALL UNAUTHORIZED ACCESS BY THIRD PARTIES. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY XTEL’S EMPLOYEES, AGENTS, CONTRACTORS, VENDORS, AND/OR ANY ENTITY ON WHICH BEHALF XTEL RESELLS SERVICES, SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

22. Emergency Critical Lines.

CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT PROVIDE ACCESS TO 911 OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol, Hosted PBX, SIP Trunks, Centrex, and private branch exchange. Additionally, because T1s, VoIP, and Hosted PBX can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage if 911 access fails, is not possible, or does not provide the address, correct address, extension, or other information to emergency authorities.

23. Confidentiality.

Except when required to be filed with a governmental authority or as may otherwise be required by local, state, or federal freedom of information laws, the parties agree that the Sales Order(s), Change Order(s), and Statements of Work, contain proprietary and confidential information and shall not be disclosed publicly to any third party except such dealer(s) or agent(s) of Xtel that are negotiating with Customer in order to execute this Agreement.

24. Telephone Numbers.

In no event shall Xtel be liable for (i) any telephone numbers published or distributed by Customer prior to acceptance of Service at all of the locations covered under the Agreement; or (ii) for any directory publishing error.

25. Force Majeure.

Neither party shall be liable for damage or cost reimbursement for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to, acts of God, pandemic, fire, explosion, vandalism, cable cut, flood, storm, or other similar catastrophe, any law, order, regulation, direction, action or request of the government, or any department, agency, commission, court, or bureau of a government, or any civil or military authority, national emergency, insurrection, riot, war, strike, lockout, or work stoppage (each, a “Force Majeure Event”). The party claiming relief under this Section shall notify the other party of the occurrence or existence of the Force Majeure Event and of the termination of such event. In the event Xtel is unable to deliver Services as a result of a Force Majeure Event, Customer shall not be obligated to pay for the Services so affected for as long as Xtel is unable to deliver the Services. In any event, each party shall cooperate to enable Xtel to remove its equipment, if any, and otherwise to cease providing Service(s) without undue cost or delay.

26. Miscellaneous.

26.1. Notices and Electronic Communications. Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered, mailed, or faxed to Customer at the address populated above or to Xtel at Xtel Communications, Inc., 10000 Midlantic Drive, Suite 410e, NJ 08054, or at such other address provided to the other party. **CUSTOMER AGREES THAT XTEL MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING XTEL'S SERVICES.**

26.2. Governing Law:

The parties will negotiate in good faith in an effort to resolve any dispute, disagreement, or claim without resort to formal legal proceedings. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the State of New Jersey.

26.3. Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

26.4. Right to Equitable Relief.

The parties agree that a material breach of the conditions of this Agreement may result in substantial damages to Xtel, which would be difficult, if not impossible, to ascertain and, by reason of that fact, the parties agree that in the event of any material breach, Xtel, its successors and assigns, shall have the right at its sole discretion to enforce the provisions of this Agreement by injunction or other proceedings in equity.

26.5. Assignment.

Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Xtel with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Xtel's advance written consent. Any attempted assignment in violation of this provision is void.

26.6. Third Party Beneficiaries.

No third party shall be deemed a beneficiary of this Agreement.

26.7. Waiver.

Either party's failure to enforce any right or remedy available under this Agreement is not a waiver.

26.8. Severability.

If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

26.9. Survival.

Sections 19 through 25 survive after this Agreement ends.

26.10. Handwritten Changes.

Handwritten changes are not binding on either party.

26.11. Use of Products in U.S.

Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services, or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Xtel's request, Customer shall sign written assurances and other export-related documents as may be required for Xtel to comply with U.S. export regulations.

26.12. Representation on Authority of Parties/Signatories.

Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Customer Initials

I certify that I have read, understand and accept these terms and conditions, both expressed and implied, without exception.

**RESOLUTION NO. 12-23-259
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO SCHEDULE 2024 REORGANIZATION MEETING

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Reorganization Meeting of the Borough Council for the Year 2024 will be held in-person at the Highland Park Community Center, 220 South 6th Avenue, Highland Park, NJ on Tuesday, January 2, 2024 at 7:00 PM.

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 December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-260
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH
FREEHOLD TOWNSHIP FOR INFORMATION TECHNOLOGY CONSULTING SERVICES**

WHEREAS, N.J.S.A. 40:8-1 et seq. authorizes municipal local units to enter into contracts with one another for the purpose of providing shared services; and

WHEREAS, the Borough of Highland Park has a need for Information Technology (IT) consulting services; and

WHEREAS, the Township of Freehold offers IT consulting services to public entities; and

WHEREAS, a cooperative agreement between municipalities to share services would be beneficial to the taxpayers in both municipalities; and

WHEREAS, an agreement entitled “Shared Services Agreement between Freehold Township and Borough of Highland Park for Information Technology Services” has been proposed and found acceptable and is attached to this Resolution; and

WHEREAS, funds for this purpose are available in Current Fund Account No. 4-01-42-403-235, in an amount not to exceed \$67,920.00, and will be provided for in the 2023 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer No. 2023-79.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that:

1. The Mayor and Borough Clerk are hereby authorized to execute the aforementioned Agreement;
2. Pursuant to NJSA 40A:65-1, a certified copy of the within Resolution shall be forwarded to New Jersey Department of Community Affairs, Division of Local Government Services;
3. A certified copy of the Resolution and a fully executed copy of the Agreement be forwarded to the Highland Park Borough Administrator and Highland Park Chief Financial Officer as well as the Freehold Township Administrator.

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 December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**SHARED SERVICES AGREEMENT
BETWEEN FREEHOLD TOWNSHIP &
BOROUGH OF HIGHLAND PARK
FOR INFORMATION TECHNOLOGY SERVICES**

THIS SHARED SERVICES AGREEMENT is effective the 1st day of February, 2024 between TOWNSHIP OF FREEHOLD, a municipal corporation of the State of New Jersey, 1 Municipal Plaza, Freehold, NJ, hereinafter referred to as "Freehold" and BOROUGH OF HIGHLAND PARK, 221 South 5th Avenue, Highland Park, NJ 08904-2600, hereinafter referred to as "Highland Park."

The purpose of this Agreement is for Freehold to provide information technology services to Highland Park according to the following terms:

1. This Agreement shall take effect February 1, 2024 and expire December 31, 2024.
2. Freehold shall provide information technology services to Highland Park according to the terms and conditions set forth below.
3. Freehold shall charge Highland Park or information technology services as follows:
 - a) For Level I and Level II support, as described below, a flat fee rate of \$5,660.00 per month (\$67,920.00 per annum); Amount of annual support will increase annually, consistent with increases in wages and other personnel expenses, which will be discussed and negotiated on successor agreement terms. In addition to annual increases, an annual adjustment consistent with the cost of State Pension Benefits will be made annually. These costs will be furnished to Highland Park prior to any adjustment.
 - b) For Level III and Level IV support services and rates are below.

SCOPE OF SERVICES:

The Township of Freehold will provide Level I Basic and Level II Networking services as described below as part of the normal monthly support. Level III Project and Level IV Emergency support services will be provided on an as needed basis.

Level I Basic Support

Support includes but is not limited to:

- Setup of new PCs to conform to standards and installation of software applications
- Troubleshoot/repair hardware issues relating to workstations
- Installation of hardware and routine maintenance for desktop workstations
- Troubleshoot and routine repair of printers (i.e. – fusers, rollers, network cards)
- Troubleshoot applications
- Installation of approved, licensed software on workstations
- Help desk support for workstations – including MS Windows, Office, and approved applications
- Anti-virus updating and scanning of workstations
- Relocation of computers and printers as needed for staff moves
- Provide recommendations/quotes for computer replacement program

Level II Networking Support

Support includes but is not limited to:

- Network infrastructure changes, support and maintenance
- Maintain/troubleshoot router to current internet provider
- Maintain/troubleshoot current firewall and update policies on current firewall as needed
- Maintain/configure secure VPN connections for remote users
- Daily data backup procedures and configuration changes
- Maintain/troubleshoot connections to remote locations
- Maintain integrity and security of network
 - firewall monitoring
 - anti-virus monitoring
 - internet gateway monitoring
 - apply security updates
 - wireless access points
 - spam and web blocker filtering
 - VPN support on existing firewall
 - adherence to Computer Use Policy
 - education for users
- Add/Change user login accts and permissions
- Maintain Group Policies

- Maintain and support hosted e-mail server, e-mail accounts and mailboxes or Microsoft Exchange E-mail Server
- Configure network printers
- Assistance with current voice/internet provider
- Assistance with door access system with support as needed from current vendor
- Update phone system auto-attendant
- Diagnose and troubleshoot system problems; Any failures which would require the rebuilding of servers and/or networking equipment would be covered under level IV support.

Level III Project Support

Support includes project planning, design and development for system-wide changes to the network infrastructure. Work will only be performed under this level of service when authorized by the Borough of Highland Park. Typically, a proposal for this type of work would be prepared and submitted for budgeting and approval (see rate schedule.)

- * Planning, design and development for enhancement and/or replacement of network or system infrastructure
- * Installation and implementation of new core technology hardware (i.e. servers, routers, switches, firewall, data backup hardware)
- * Installation and implementation of new or upgraded core technology software (i.e. operating system, data backup software, anti-virus, anti-spam, virtual private network)
- * Documentation of any new infrastructure changes implemented
- * Consultation services

Level IV Emergency Support

Support includes services for emergency response and support situations. Work will only be performed under this level of service when authorized by the Borough of Highland Park (see current rate schedule.)

- * Core technology failures to include but are not limited to:
 - o Server operating system
 - o Servers (file/print, e-mail, payroll, terminal services server, etc.)
- * Core network hardware failures to include but are not limited to:
 - o internet router
 - o firewall
 - o network switches
 - o network routers
- * Support related to a virus outbreak or network security breach.
- * Any off-hour call in requests and work completed during off hours.

Required Documentation and Information

In order to begin the transition of IT Consultant services we would need to work closely with Administration and/or previous IT Consultants for any and all documentation/passwords of the Borough's current Information Technology infrastructure. Here is a list of the items needed but not limited to:

- Administrator Passwords and Accounts
- Any network documentation
- Firewall accounts and passwords
- Network device accounts and passwords
- Office 365 or hosted email administrator accounts and passwords
- Any Borough application account and password for day-to-day operations, if needed

Although we will conduct our own initial discovery upon a successful shared service agreement, any documentation/information given up front will ensure a quick and easy transition. Upon completion of the extensive discovery, there may be further recommendations to address.

Cost of Recommendations

We will furnish quotes for any hardware/software recommendations once we have server and network credentials/documentation. Once provided, we can conduct an accurate assessment of all Borough hardware and software. Also due to the current volatility of the supply chain, hardware pricing/inventory have fluctuated on a daily basis. Providing quotes upon the start of a shared service agreement will result in more accurate pricing and availability.

Initial Implementation Project Support

Noting the critical infrastructure needs in the "Initial Assessment" section above. These upgrades would normally be done on a project basis, and costs associated with the labor for implementation would be included in this proposal. However, given the timeframe for which Highland Park requested this proposal, those labor estimates could not be properly copied and investigated. Accordingly, the Borough should anticipate a labor cost between \$15,000 and \$25,000 for these critical initial upgrades. These costs do not include possible hardware and/or software costs, which will be detailed as well.

These projects, once scoped, will be detailed in proposals showing the hourly level of effort using the hourly rates below, and actual costs will be billed during those projects.

CURRENT RATE SCHEDULE: (For Level III and Level IV services only)

Director of Information Technology -	\$146.00/ \$168.00
Asst. Dir. Information Technology -	\$109.00/ \$126.00
Network Technician -	\$ 67.00/ \$ 77.00
Network Technician -	\$ 55.00/ \$ 63.00
Network Technician -	\$ 46.00 / \$ 53.00

IN WITNESS WHEREOF, parties of this Agreement have caused it to be signed by their proper officers and their corporate seals to be affixed as of the day and year set forth above.

ATTEST: (Affix Seal)

TOWNSHIP OF FREEHOLD

SANABEL ABOUZEINA
Township Clerk

PETER R. VALES
Township Administrator

ATTEST: (Affix Seal)

BOROUGH OF HIGHLAND PARK

JENNIFER SANTIAGO
Borough Clerk

TERI JOVER
Borough Administrator

**RESOLUTION NO. 12-23-261
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO RATIFY AND EXECUTE AGREEMENT WITH
TEAMSTERS LOCAL 97**

WHEREAS, the Borough of Highland Park has concluded negotiations with Teamsters Local 97 (Teamsters), on a Collective Bargaining Agreement for Calendar Years 2024 thru 2026;

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

1. The Mayor and Borough Council hereby approve the Memorandum of Agreement between the Borough and the Teamsters, which is attached hereto;
2. The Mayor and Borough Clerk are authorized and directed to execute and attest the Collective Bargaining Agreement with Teamsters, said Agreement in a form having been approved by the Borough Labor Attorney;
3. The Borough Finance Department is authorized and directed to make salary adjustments to members of the Teamsters, effective January 1, 2024, upon receipt and approval of a signed Collective Bargaining Agreement, and adoption of the appropriate salary ordinance amendments, if necessary.

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 the Borough of Highland Park at its meeting held on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

MEMORANDUM OF AGREEMENT

The **BOROUGH OF HIGHLAND PARK, New Jersey** (hereinafter called the “**Borough**” or “**Employer**”) and the **TEAMSTERS LOCAL 97** (hereinafter called the “**Union**”) hereby agree to this Memorandum of Agreement dated September 28, 2023 with respect to a successor collective negotiations agreement between the parties. This Agreement is subject to ratification of the parties. The parties agree to recommend ratification of this Agreement to their respective membership (the Borough Council and Union members, respectively).

The terms of the Memorandum are as follows:

(1) The term of the successor agreement shall be from January 1, 2024 to December 31, 2026. Unless otherwise stated herein, the provisions of this MOA shall be effective January 1, 2024.

(2) All terms of the existing contract shall remain in full force and effect, except as modified by this memorandum.

(3) The parties shall mutually create and agree upon a successor collective negotiations agreement from the terms of this memorandum. All other terms and conditions previously agreed to by the parties shall be deemed incorporated into this memorandum.

(4) **Article 3 – Dues Check Off**

Modify Paragraph C to conform to Article 8B and provide for notification of new hires within 30 days of hire.

(5) **Article 6 - Wages**

Increase wages across the board (all steps) as follows:

January 1, 2024 – 2.5%;
January 1, 2025 – 3.0%; and
January 1, 2026 – 3.0%.

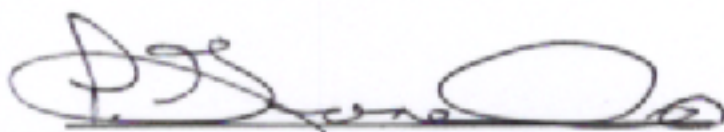
(6) **Article 7 – Wage Increase Eligibility**

Modify dates to conform with new agreement.

(7) **Article 11 – Medical Benefits**

- a. Modify Article to provide that, effective 1/1/24, the base plan will be the NJ Direct2030. Employees who select a different plan at a higher cost will pay the difference in premium between the NJ DIRECT 2030 and the plan selected, in addition to contributions required by P.L. 2011, Ch. 78 as set forth in Paragraph A.
- b. Effective January 1, 2024, modify Paragraph E to increase eyeglass reimbursement from \$150.00 to \$250.00 per family per year.

TEAMSTERS LOCAL 97



Patrick Guaschino, Vice-President

BOROUGH OF HIGHLAND PARK



Teri Jover, Borough Administrator

**RESOLUTION 12-23-262
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:

Nicholas Hubbard, Part Time Fire Fighter, \$22.23 Hourly, Effective 11/01/2023

Joseph Oriti, Library Asst., \$37,397.00 Salary, Effective 11/01/2023

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 December 5, 2023

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-263
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

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

WHEREAS, GVK Taxi No. 5 LLC has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such Licenses for the year 2024; and

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

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

1. Applicant is qualified and that public necessity and convenience would be served by the issuance of said Licenses.
2. The Borough Clerk be and is hereby authorized and directed to issue an Owners Licenses to the aforesaid applicants.

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 December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-264
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ISSUANCE OF TAXI OPERATOR LICENSES FOR
THE PURPOSE OF OPERATING TAXI CABS IN THE BOROUGH OF HIGHLAND
PARK**

WHEREAS, Venkateswara Reddy Chinthala has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such Licenses for the year 2024; and

WHEREAS, the Chief of Police and/or his designee has investigated said applicants and has reported favorably upon said applications;

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

1. Applicant is qualified and that public necessity and convenience would be served by the issuance of said Licenses.
2. The Borough Clerk be and is hereby authorized and directed to issue Operator Licenses to the aforesaid applicants.

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 December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-265
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE WRECKER LICENSES

WHEREAS, Doolittle Motor Car/Dependable Motors, Guaranteed Motor Towing Service, Inc., Rich’s Towing Service, Inc., Oasis Towing, Car Guys Auto Repair LLC, have filed with the Clerk of this Borough for a 2024 Wrecker/Towing License to operate heavy duty wreckers in this Borough under the provisions of the Ordinance providing for such license; and

WHEREAS, the Chief of Police has investigated said applicant and has reported favorably upon said application;

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

1. Said applicants are qualified and that public necessity and convenience would be served by the issuance of such License.
2. The Borough Clerk be and is hereby authorized and directed to issue Heavy Duty Wrecker/Towing Licenses to the aforesaid applicant.

I, Joan Hullings, 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 December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-266
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO RENEW INTERLOCAL HEALTH SERVICES CONTRACT WITH
COUNTY OF MIDDLESEX**

WHEREAS, the Borough of Highland Park is desirous of contracting with the County of Middlesex for the provision of various public health services for the period beginning January 1, 2022 and ending December 31, 2023; and

WHEREAS, pursuant to N.J.S.A. 40:8-1 et seq., a municipality may enter into a contract with the County for the provision of such services without public bidding; and

WHEREAS, the County of Middlesex has agreed to contract with the Borough of Highland Park for said public health services in the amount of \$50,044.82 for the year 2024 and in the amount of \$51,045.72 for 2025; and

WHEREAS, funds for said 2024 contract shall be made available in Current Fund Account No. 4-01-27-333-235 in an amount not to exceed \$50,044.82, and will be provided for in the 2024 Municipal Budget as adopted and funds for said 2025 contract shall be made available in Current Fund Account No. 5-01-27-333-235 in an amount not to exceed \$51,045.72, and will be provided for in the 2025 Municipal Budget as adopted as reflected by the Chief Financial Officer Certification of Funds No. 2023-80.

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 shall be and are hereby authorized and directed to execute and attest on behalf of the Borough a contract with the County of Middlesex for the provision of public health services, in the amount of \$50,044.82, for the period January 1, 2024 through December 31, 2024, and \$51,045.72, for the period January 1, 2025 through December 31, 2025, said contract to be in a form approved by the Borough Attorney.
2. That a certified copy of this Resolution be forwarded to Finance Department, the Highland Park Board of Health, and the County of Middlesex forthwith.

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 December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

THIS CONTRACT entered into this 1st day of January 2024,
between the COUNTY OF MIDDLESEX, a municipal corporation of the State of New
Jersey, having its principal office at, 75 Bayard Street, New Brunswick, New
Jersey, hereinafter referred to as the “COUNTY” and the BOROUGH OF HIGHLAND
PARK having its principal office at 221 South Fifth Avenue, in the County of Middlesex
and the State of New Jersey, hereinafter referred to as the “MUNICIPALITY”,

WITNESSETH:

WHEREAS, the County has created the Middlesex County Office of Health
Services pursuant to N.J.S.A. 26:3A2-1 et seq., to provide an array of public health
services; and

WHEREAS, the Municipality is desirous of contracting with the County for
furnishing by the County to the Municipality health services of a technical and
professional nature as more fully set forth below; and

WHEREAS, the parties to this contract are authorized to contract for said services
pursuant to N.J.S.A. 40A:65-1 et seq.;

NOW, THEREFORE, in consideration of the mutual promises, covenants,
agreements and other considerations between the parties, the parties do hereby mutually
covenant and agree as follows:

1. The County shall provide properly licensed personnel within the territorial
jurisdiction of the Municipality, to carry out the following public health
activities:
 - a. ADMINISTRATION

- b. HEALTH EDUCATION
- c. COUNTY ENVIRONMENTAL HEALTH ACT (CEHA)
ENVIRONMENTAL PROGRAMS
- d. PUBLIC HEALTH NURSING
- e. PUBLIC HEALTH INSPECTION
- f. EPIDEMIOLOGY AND BIOTERRORISM

2. All of the above mentioned activities shall be provided in accordance with the Public Health Practice Standards of Performance for Local Boards of Health in New Jersey as set forth at N.J.A.C. Title 8:52-1.1 et seq. and the regulations promulgated under the County Environmental Health Act (CEHA) N.J.A.C. 7:1H et seq.
3. In addition to the above public health services, the County will continue to provide specialized grant services.
4. In the event a particular public health service or activity exceeds the actual cost to provide said services, the Director shall have the discretion to determine whether the service or activity is necessary, shall be modified, may seek alternative funding or may engage in negotiations with the Municipality for the costs in excess of what is provided for in this Agreement.
5. In the event that the County or the Director seeks to exercise its rights under paragraph 4 hereof, determining services are necessary and seeking costs in excess of what is provided for in this Agreement, the County and/or Director shall provide written notice to the Municipality sixty (60)

days in advance of any increased costs sought, at which time the Borough of Highland Park shall have the option to accept the increased costs, negotiate a mutual acceptable amount, or shall be permitted to explore and find an alternate method of delivery for said services and/or to terminate the agreement within the sixty (60) days thereof.

6. The term of this contract shall be for two (2) years commencing on January 1, 2024, and terminating on December 31, 2025, unless terminated earlier as provided for hereinafter.
7. The base cost for the provision of the aforesaid health services shall be as follows:

2024 - \$50,044.82
2025 - \$51,045.72

It is understood that the costs, as set forth above, reflect the actual cost to the County to provide the health services.

8. Should the Municipality utilize the early termination procedures set forth in Paragraph 12, then in that event, the Municipality shall pay to the County any increases in the cost to the County to provide said services in the year of termination. Said payment shall be made by the Municipality within thirty (30) days from the receipt from the County of a statement of such additional costs.

9. The Municipality shall designate during the life of this contract, the Director of the County Office of Health Services as the Health Officer of the of the Municipality, who shall be its general agent for the enforcement of the local health ordinances and the laws, rules and regulations of the New Jersey Health Department.

10. The Director of the County Office of Health Services shall supervise and direct all public health activities and health employees of the Municipality.

11. Said Director or his representative shall attend the monthly meetings of the local Board of Health and shall report to the Committee on Health of the Board of County Commissioners at least annually. Copies of said report shall be furnished to the Municipality.

12. This contract may be terminated by either of the parties, upon written notice by the party desiring to terminate said contract. Such notice shall be given no later than 120 days prior to January 1st of each contract year.

13. The contract shall be subject to the approval of the State Commissioner of Health.

14. During the period that the County Office of Health Services provides health services as set forth above, any State aid received by the Municipality for such health services shall be paid to the County of Middlesex and deducted from the actual costs of services.

15. The obligations of the County and Municipality are subject to the availability and appropriation of funds.

16. The County of Middlesex and the Municipality shall save, protect, indemnify and hold harmless each other and their respective elected officials, officers and employees from any and all damages or claims for damages to persons or property, including reasonable counsel fees and costs, which may result or arise from the actions, failure to act, negligence, and/or willful misconduct of their employees, agents or

contractors under this Agreement, to the extent permitted and pursuant to the provision of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.* and the New Jersey Contractual Liability Act, N.J.S.A. 50:13-1 *et seq.*

17. This agreement and any amendments hereto, shall be subject to the formal approval by the Board of County Commissioners and the Municipal Council.

IN WITNESS WHEREOF, the County of Middlesex has caused this instrument to be signed by the Director of the Board of County Commissioners, attested by the Clerk of said Board, and its corporate seal to be hereunto affixed pursuant to a resolution of said Board passed for that purpose and said Municipality of Highland Park, caused its proper officers to execute the same, pursuant to a Resolution passed for that purpose the day and year first written above.

ATTEST:

COUNTY OF MIDDLESEX

Amy R. Petrocelli, RMC
Clerk of the Board

By: _____
Ronald G. Rios
County Commissioner Director

Jennifer Santiago, Municipal Clerk

By: _____
Elsie Foster, Mayor

**RESOLUTION NO. 12-23-267
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH PHOENIX ADVISOR'S LLC FOR MUNICIPAL ADVISOR
AND CONTINUING DISCLOSURE SERVICES**

WHEREAS, the Borough of Highland Park has need for a Financial Advisor and continuing disclosure services in connection with upcoming bond sales; and

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

WHEREAS, Phoenix Advisors LLC, is qualified to perform such professional services for 2023; and

WHEREAS, funds for this purpose are available in Current Fund Account No. 4-01-20-130-235, in an amount not to exceed \$2,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2023-81.

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

1. That the Mayor and Borough Administrator are hereby directed to execute and attest on behalf of the Borough the Agreement for Financial Advisor services with Phoenix Advisors, LLC, 4 West Park Street, Bordentown, NJ 08505 for the amount of \$2,000.00.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.
3. Certified copies of this resolution be forward to the Chief Financial Officer, Borough Administrator and Phoenix Advisors upon passage.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



**AGREEMENT
for
MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES**

THIS AGREEMENT (the "Agreement"), made and entered into on January 01, 2024, by and between Highland Park Borough, 221 S. 5th Avenue, Highland Park, NJ 08904-2600 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, NJ 08505 ("Phoenix Advisors"),

WITNESSETH:

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

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one year. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix



Advisors professionals who supervise the provision of municipal advisory advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

HIGHLAND PARK BOROUGH

By: _____
Authorized Signatory

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the "Rule"), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client's Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.

- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.

- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client's unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.

- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.
 - Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client's prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client's prior undertakings.



- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.

- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.

- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.

- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**
 - Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
 - Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
 - The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
 - For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.

The disclosure events requiring such notification include:

- I. Principal and interest payment delinquencies;
- II. Non-payment related defaults, if material;
- III. Unscheduled draws on debt service reserves reflecting financial difficulties;
- IV. Unscheduled draws on credit enhancements reflecting financial difficulties;
- V. Substitution of credit or liquidity providers, or their failure to perform;
- VI. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or



- other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- VII. Modifications to rights of security holders, if material;
 - VIII. Bond calls, if material, and tender offers;
 - IX. Defeasances;
 - X. Release, substitution, or sale of property securing repayment of the securities, if material;
 - XI. Rating changes;
 - XII. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - XIII. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - XIV. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - XV. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - XVI. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

I. FEES FOR CONTINUING DISCLOSURE SERVICES:

- \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described in Exhibit IV, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor’s management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB’s website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC’s EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.



Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. **(See Rating Agency Expertise below)**
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure below**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Develop a customized debt management and/or fund balance policy.
- Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
- Assistance with the investment of bond proceeds and reserve funds.
- Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.

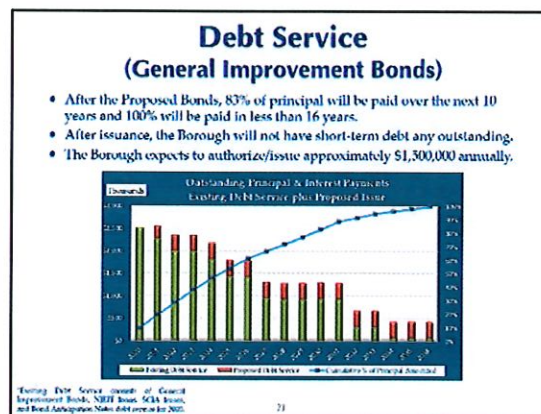


RATING AGENCY EXPERTISE

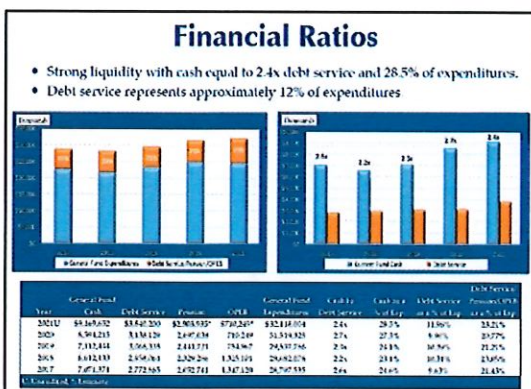
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



CONTINUING DISCLOSURE

SEC Rule 15c2-12 (the “Rule”) requires underwriters to verify that issuers are complying with their existing Continuing Disclosure Agreements (“CDA”s) and will continue to comply going forward. Our service enables you to present to investors a clear, concise record of your commitment to compliance with continuing disclosure obligations. As Continuing Disclosure Agent, we perform the following:

- Research CDAs for existing obligations and 5-year retrospective filing status on EMMA.
 - Execute necessary remedial filings to establish compliance.
 - Setup obligations in our proprietary tracking database for future adherence.
- File annual financial information and operating data accurately and promptly.
- File Event Notices accurately and promptly within the 10-business day deadline.
 - Monitor sale calendars, ratings news, and public sources for reportable events.
 - Propose voluntary filings where not required but proactive for investors.
- Provide a comprehensive report of filings made at each year-end, including a 5-year summary of compliance to inform future primary disclosures in Official Statements.
- Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.

REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer’s compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.



ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

ASSET/UTILITY VALUATION AND SALE/LEASE

Phoenix Advisors provides essential financial advice to our clients when evaluating the potential sale or lease of municipal assets and utilities. The decision-making process regarding a potential sale or lease of any asset involves a number of considerations, both financial and otherwise. Our expert guidance ranges from initial financial analysis and asset valuation to public-private partnership coordination and implementation.

- Evaluate the financial condition and future viability of municipal assets, including analyzing various structures, alternatives and pro forma financial operations, assumptions and value.
- Review proposals for the sale/lease of municipal assets, with specific attention to financial impact, operations, costs, employees, etc. Assist in the public Request for Bids (RFB) process, as necessary.
- Analyze the financial impact of the transaction on the client, its taxpayers and/or ratepayers and other stakeholders. Evaluate the potential uses of projected new revenue.



- Analyze, propose, and negotiate additional financial and/or community benefits, as requested, to cater to the unique needs of the client.
- Conduct and/or support negotiations with the private party regarding payment calculations, escalation, timing of payments, terms and other incentives. Thoroughly analyze pertinent financial aspects of financial agreements, comment and propose changes, as necessary.
- Make presentations to the governing body and administration and assist in the approval process for various local/State oversight boards, as necessary.

**RESOLUTION NO. 12-23-268
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
HIGHLAND PARK, COUNTY OF MIDDLESEX, NEW JERSEY,
EXTENDING THE DESIGNATION OF TANTUM FIDELCO HP LLC AS
THE CONDITIONAL REDEVELOPER FOR PROPERTY IDENTIFIED AS
TRACT A IN THE DOWNTOWN REDEVELOPMENT PLAN AND
AMENDING THE INTERIM COST AND CONDITIONAL DESIGNATION
AGREEMENT ACCORDINGLY**

WHEREAS, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the “**Borough**”), is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (as same may be amended from time to time) (the “**Redevelopment Law**”) to act as a redevelopment entity and to implement redevelopment plans and carry out redevelopment projects in the Borough; and

WHEREAS, pursuant to the Redevelopment Law, the Borough Council caused a redevelopment plan to be prepared for certain property located within the Borough, entitled the “Downtown Redevelopment Plan for Tracts A-D” (the “**Redevelopment Plan**”); and

WHEREAS, on September 14, 2021, the Borough Council approved Ordinance No. 21-2030 adopting the Redevelopment Plan; and

WHEREAS, as described in the Redevelopment Plan, the properties identified as Tract A: Block 1704 [173], Lots 41-49 & Portion of Lot 20 (“**Tract A**”); Tract B: Block 2201 [13], Lots 6 & 9 (“**Tract B**”); Tract C: Block 2202 [22], Lots 4, 32.02 & 33.01 (“**Tract C**”); and Tract D: Block 1604 [158], Lots 20-26, 42, 50-51 & Portion of Lot 47, and Block 1603 [162], Lots 36-38 (“**Tract D**”) on the Official Tax Map of the Borough (collectively, the “**Properties**”) have been designated as an “area in need of rehabilitation”, “area in need of redevelopment” and/or a “condemnation area in need of redevelopment”; and

WHEREAS, on December 7, 2021, the Borough Council approved Resolution 12-21-299, authorizing the issuance of a Request for Proposals (the “**RFP**”) related to the redevelopment of Tracts A, C, and D; and

WHEREAS, the Borough received a proposal from Tantum Fidelco HP LLC (the “**Conditional Redeveloper**”), for Tract A and the Borough and the Conditional Redeveloper intend to pursue pre-development activities, including but not limited to review of the Conditional Redeveloper’s proposal, negotiation in good faith and preparation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”); and

WHEREAS, the Conditional Redeveloper recognizes that the Borough will incur costs and expenses in connection with the Pre-Development Activities, and the Borough is willing to defray those costs and expenses, with no assurance of a particular result for the Conditional Redeveloper from the Borough; and

WHEREAS, the Borough authorized and entered into an interim cost and conditional redeveloper’s agreement with the Conditional Redeveloper (the “**Conditional Redeveloper’s Agreement**”) to effectuate the funding of an escrow account and procedures for the payment

therefrom of moneys to pay the Borough’s costs and expenses incurred in undertaking the Pre-Development Activities; and

WHEREAS, the Borough authorized the extension of the conditional designation on May 16, 2023; and

WHEREAS, the Borough wishes to extend such conditional designation and such Conditional Redeveloper’s Agreement for a term ending on June 30, 2024.

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

Section 1. Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Execution of Agreement. The Borough Council hereby authorizes the Borough Administrator to execute an amendment to the Conditional Redeveloper’s Agreement to extend such agreement for a term ending on June 30, 2024.

Section 3. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. Availability of the Resolution. A copy of this Resolution shall be available for public inspection at the office of the Borough Clerk.

Section 5. Effective Date. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-269
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION EXTENDING THE DESIGNATION OF
232 RARITAN AVENUE, LLC, A GARDEN HOMES ENTITY, AS THE
CONDITIONAL REDEVELOPER FOR PROPERTY IDENTIFIED AS
TRACT C IN THE 2021 DOWNTOWN REDEVELOPMENT PLAN AND
AMENDING THE INTERIM COST AND CONDITIONAL
DESIGNATION AGREEMENT ACCORDINGLY**

WHEREAS, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the “**Borough**”), is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (as same may be amended from time to time) (the “**Redevelopment Law**”) to act as a redevelopment entity and to implement redevelopment plans and carry out redevelopment projects in the Borough; and

WHEREAS, pursuant to the Redevelopment Law, the Borough Council caused a redevelopment plan to be prepared for certain property located within the Borough, entitled the “Downtown Redevelopment Plan for Tracts A-D” (the “**Redevelopment Plan**”); and

WHEREAS, on September 14, 2021, the Borough Council approved Ordinance No. 21-2030 adopting the Redevelopment Plan; and

WHEREAS, as described in the Redevelopment Plan, the properties identified as Tract A: Block 1704 [173], Lots 41-49 & Portion of Lot 20 (“**Tract A**”); Tract B: Block 2201 [13], Lots 6 & 9 (“**Tract B**”); Tract C: Block 2202 [22], Lots 4, 32.02 & 33.01 (“**Tract C**”); and Tract D: Block 1604 [158], Lots 20-26, 42, 50-51 & Portion of Lot 47, and Block 1603 [162], Lots 36-38 (“**Tract D**”) on the Official Tax Map of the Borough (collectively, the “**Properties**”) have been designated as an “area in need of rehabilitation”, “area in need of redevelopment” and/or a “condemnation area in need of redevelopment”; and

WHEREAS, on December 7, 2021, the Borough Council approved Resolution 12-21-299, authorizing the issuance of a Request for Proposals (the “**RFP**”) related to the redevelopment of Tracts A, C, and D; and

WHEREAS, the Borough received a proposal from Garden Homes, doing business as 232 Raritan Avenue, LLC (the “**Conditional Redeveloper**”), for Tract C and the Borough and the Conditional Redeveloper intend to pursue pre-development activities, including but not limited to review of the Conditional Redeveloper’s proposal, negotiation in good faith and preparation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”); and

WHEREAS, the Conditional Redeveloper recognizes that the Borough will incur costs and expenses in connection with the Pre-Development Activities, and the Borough is willing to defray those costs and expenses, with no assurance of a particular result for the Conditional Redeveloper from the Borough; and

WHEREAS, the Borough authorized and entered into an interim cost and conditional redeveloper’s agreement with the Conditional Redeveloper (the “**Conditional Redeveloper’s Agreement**”) to effectuate the funding of an escrow account and procedures for the payment therefrom of moneys to pay the Borough’s costs and expenses incurred in undertaking the Pre-Development Activities; and

WHEREAS, the Borough authorized the extension of the conditional designation on February 21, 2023 and September 19, 2023; and

WHEREAS, the Borough wishes to extend such conditional designation and such Conditional Redeveloper’s Agreement for a term ending on June 30, 2024.

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

Section 1. Generally. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. Execution of Agreement. The Borough Council hereby authorizes an amendment to the Conditional Redeveloper’s Agreement to extend such agreement for a term ending on June 30, 2024.

Section 3. Severability. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. Availability of the Resolution. A copy of this Resolution shall be available for public inspection at the office of the Borough Clerk.

Section 5. Effective Date. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 12-23-270
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING PURCHASE OF STREET FURNITURE FOR
WOODBIDGE AVENUE WITH LANDSCAPE FORMS**

WHEREAS, the Neighborhood Preservation Program (NPP) desires to make Woodbridge Avenue a more welcoming corridor for residents, businesses, and visitors; and

WHEREAS, the Stakeholder Team desires to purchase additional trash and recycling receptacles to enhance the pedestrian experience; and

WHEREAS, two (2) quotes were solicited and were received as follows:

Landscape Forms	\$15,050.00
Keystone Ridge	\$15,315.60; and

WHEREAS, the NPP Coordinator has recommended that said items be purchased from Landscape Forms, Kalamazoo, MI based on their quote for same; and

WHEREAS, funds for this purpose are available Grant Fund Account No. G-02-41-768-200, in an amount not to exceed \$16,000.00, as reflected by the certification of funds by the Chief Financial Officer No. 2023-82.

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

1. The NPP Coordinator is hereby authorized and directed to purchase trash and recycling receptacles from Landscape Forms, 7800 E. Michigan Avenue, Kalamazoo, MI 49048-9543 at a cost not to exceed of \$16,000.00.
2. Certified copy of this resolution be forwarded to the NPP Coordinator and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Quote

Date: 11/16/2023

LF Quote#: 0000398890

PO#:

Project: Highland Park - Woodbridg Ave ADD ON

Bill To: Borough of Highland Park
 ATTN: Emma Von Thurn
 221 South 5th Avenue
 Highland Park, NJ 08904

CORPORATE

7800 E. Michigan Avenue
 Kalamazoo, MI 49048-9543
 P: 800.521.2546 F: 269.381.3455
 www.landscapeforms.com
 Federal I.D.# 38-1897577
 FSC# NC-COC-001261

Ship To: Borough of Highland Park
 ATTN: Emma Von Thurn
 221 South 5th Avenue
 Highland Park, NJ 08904

Ship To Contact Phone:
 Ship Via: Common Carrier
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
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CONTRACT: NJ 16-FLEET-00132

When ordering please confirm:

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

___ Ship immediately upon completion
 OR Ship On/After the date: _____

4	Scarborough Recycling Litter Style: <i>Single Use</i> Opening Option: <i>Both Openings: Standard</i> Sign Option Opening 1: <i>12-Recyclable Material Only</i> Sign for Opening 2: <i>12-Recyclable Material Only</i> Body Powdercoat Color: <i>Bronze Metallic</i> Lid Powdercoat Color: <i>Bronze</i> Liner Color: <i>Stormcloud</i>	\$ 1,650.00	\$ 6,600.00
4	Scarborough Recycling Litter Style: <i>Single Use</i> Opening Option: <i>Both Openings: Standard</i> Sign Option Opening 1: <i>14-Trash Only</i> Sign for Opening 2: <i>14-Trash Only</i> Body Powdercoat Color: <i>Bronze Metallic</i> Lid Powdercoat Color: <i>Bronze</i> Liner Color: <i>Stormcloud</i>	\$ 1,650.00	\$ 6,600.00

Cust #: 0IZHP
 SSR: Aristeia Jeremy NNJ
 Rep: Aristeia Metro LLC - NNJ, NNJ

Landscape Forms Customer Service

Purchaser

Seller

Quote

Date: 11/16/2023
 LF Quote#: 0000398890
 PO#:

Project: Highland Park - Woodbridg Ave ADD ON

Bill To: Borough of Highland Park
 ATTN: Emma Von Thurn
 221 South 5th Avenue
 Highland Park, NJ 08904

CORPORATE

7800 E. Michigan Avenue
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Ship To: Borough of Highland Park
 ATTN: Emma Von Thurn
 221 South 5th Avenue
 Highland Park, NJ 08904

Ship To Contact Phone:
 Ship Via: Common Carrier
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
		Item Total	\$ 13,200.00
		Shipping & Handling	\$ 1,850.00
		Sub Total	\$ 15,050.00
		Estimated Tax	\$ 997.06
		Document Total	\$ 16,047.06

Payment Terms: Pending-Net30

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- All orders that include a swing product must include an executed liability waiver to be accepted and entered into production.
- Only the Material Supplier Standard Limited Warranty shall apply to all product sold by Landscape Forms. No other warranties or changes to the standard warranty will be applied or accepted.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to twelve months from receipt of the order. Changes in quantity or specification may affect pricing. Upfit pricing will only be held for six months after receipt of a written order.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.

Cust #: 0IZHP
 SSR: Aristeia Jeremy NNJ
 Rep: Aristeia Metro LLC - NNJ, NNJ

Landscape Forms Customer Service

Purchaser

Seller

Quote

Date: 11/16/2023

LF Quote#: 0000398890

PO#:

Project: Highland Park - Woodbridg Ave ADD ON

Bill To: Borough of Highland Park
ATTN: Emma Von Thurn
221 South 5th Avenue
Highland Park, NJ 08904

CORPORATE

7800 E. Michigan Avenue
Kalamazoo, MI 49048-9543
P: 800.521.2546 F: 269.381.3455
www.landscapeforms.com
Federal I.D.# 38-1897577
FSC# NC-COC-001261

Ship To: Borough of Highland Park
ATTN: Emma Von Thurn
221 South 5th Avenue
Highland Park, NJ 08904

Ship To Contact Phone:
Ship Via: Common Carrier
F.O.B.: Destination

- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.
- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at AR@landscapeforms.com. Please note all credit card charges will be subject to a 3% surcharge. Mail payments to:

USD Checks

Landscape Forms, Inc.
Dept 78073
PO Box 78000
Detroit, MI 48278-0073
USA

CAD Cheques

Landscape Forms, Inc.
PO Box 2408
Station A
Toronto, Ontario M5W 2K6
CAN

Page: 3 of 3

Cust #: 0IZHP
SSR: Aristeia Jeremy NNJ
Rep: Aristeia Metro LLC - NNJ, NNJ

Landscape Forms Customer Service

Purchaser

Seller

**RESOLUTION NO. 12-23-271
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 12/05/2023 can be found in the Bills List Journal Book No. 43.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on December 5, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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