

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
JANUARY 16, 2024 – 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. Honors, Awards and Presentations.
5. Approval of Minutes.

5.a **MOTION** to approve minutes as distributed:

- November 21, 2023 Regular Meeting
- November 28, 2023 Redevelopment Entity Regular and Executive Meetings
- December 5, 2023 Regular Meeting

ROLL CALL VOTE

6. Council Reports.
7. Borough Administrator's Report.
8. Borough Attorney's Report.
9. Mayor's Report.
10. 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.)
11. Ordinances Requiring a Second Reading.
12. Ordinances Requiring a First Reading.

12.a **Ordinance No. 24-2081** 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 February 6, 2024. **ROLL CALL VOTE**

13. Consent Agenda Items - Resolutions.

MOTION to adopt/reject

ROLL CALL VOTE

- 13.a *1-24-17 Resolution Appointing Mildred Ramos as Tax Collector for Four-Year Term
- 13.b *1-24-18 Resolution Authorizing Action on Request for Performance Bond Release - Overlook @ Highland Park (Pulte Homes)
- 13.c *1-24-19 Resolution Authorizing Action on Request for Performance Bond Release - 31 River Road Urban Renewal LLC
- 13.d *1-24-20 Resolution to Approve Pay Estimate No. 1 with Top Line Construction Corp. for Improvements to Riverview Avenue, Washington Avenue, Executer Street and Various Roads
- 13.e *1-24-21 Resolution to Approve Pay Estimate No. 2 and Change Order No. 1 with Top Line Construction Corp. for Improvements to Riverview Avenue, Washington Avenue, Executer Street and Various Roads
- 13.f *1-24-22 Resolution Authorizing Pay Estimate No. 5 to Molba Carpentry, Inc. t/a Molba Construction for the Highland Park Public Library Interior Renovations Project

- 13.g *1-24-23 Resolution to Approve Change Order No. 4 with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Library Interior Renovation Bid
- 13.h *1-24-24 Resolution to Approve Change Order No. 5 with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Library Interior Renovation Bid
- 13.i *1-24-25 Resolution to Approve Change Order No. 6 with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Library Interior Renovation Bid
- 13.j *1-24-26 Resolution to Approve Change Order No. 7 with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Library Interior Renovation Bid
- 13.k *1-24-27 Resolution Authorizing Cooperation Agreement between the Borough of Highland Park and the Highland Park Community Food Pantry
- 13.l *1-24-28 Resolution Authorizing Cooperation Agreement between the Borough of Highland Park and HP Gives a Hoot
- 13.m *1-24-29 Resolution Authorizing a Professional Services Agreement with Arcari+Iovino Architects for Public Bid Preparation and Construction Administration Services Related to the Replacement of the Flat Roof at the Highland Park Public Library
- 13.n *1-24-30 Resolution Authorizing an Agreement between the Borough of Highland Park and the Highland Park Board of Education to Share Revenue Collected from 31 River Road Urban Renewal, LLC Pursuant to a Financial Agreement
- 13.o *1-24-31 Resolution to Approve Fresh Theater Arts as Production Company for 2024
- 13.p *1-24-32 Resolution Authorizing Contract with Sewer & Water Evaluation & Rehabilitation Procedures (SWERP) for Installation of a Sewer Main Liner on Braun Avenue
- 13.q *1-24-33 Resolution to Renew Janitorial Services Contract With ACCSES NJ Under State Contract
- 13.r *1-24-34 Resolution to Appoint Housing Authority Member - Padraic Millet
- 13.s *1-24-35 Resolution to Approve Off-Premise Raffle License - Highland Park Athletic Teams Boosters Inc.
- 13.t *1-24-36 Resolution to Approve Arm Chair Race Raffle License - Highland Park Athletic Teams Boosters Inc.
- 13.u *1-24-37 Resolution to Approve Bingo License - Highland Park Athletic Teams Boosters Inc.
- 13.v *1-24-38 Resolution Authorizing Lease Renewal with the Lower Raritan Watershed Association at 101 Raritan Avenue

- 13.w *1-24-39 Resolution Authorizing Lease Renewals with the Reformed Church of Highland Park-Affordable Housing Corporation for 127-133 Raritan Avenue
- 13.x *1-24-40 Resolution Authorizing Lease Renewal with Main Street Highland Park for 212 Raritan Avenue, Floor 1
- 13.y *1-24-41 Resolution Authorizing Lease Renewal with the Reformed Church of Highland Park-Affordable Housing Corporation for 212 Raritan Avenue, Floor 2
- 13.z *1-24-42 Resolution Authorizing Lease Renewal with Raices Cultural Center at 20-40 River Road, also known as the Eugene M. Young Environmental Education Center
- 13.aa *1-24-43 Resolution to Amend Annual Salary Resolution
- 13.ab *1-24-44 Resolution to Authorize Issuance of a Class 5 Retail Cannabis Business License - ANJA Life, LLC
- 13.ac *1-24-45 Resolution Authorizing Executive Session : (1) Litigation - JSM v. Highland Park; (2) Redeveloper Negotiations - Tract A
- 13.ad *1-24-46 Resolution to Approve Bills List

14. Resolutions requiring a Separate Reading.

- 14.a 1-24-47 Resolution to Approve Budget Transfers
MOTION adopt/reject

ROLL CALL VOTE

15. Appointments.

16. 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.)

17. Recess (5 minutes).

18. MOTION to adjourn.

19. **Next Scheduled Meeting:** February 6, 2024 @ 7 PM

**CAPITAL ORDINANCE NO. 24-2081
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: January 16, 2024

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

**RESOLUTION NO. 1-24-17
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPOINT TAX COLLECTOR

WHEREAS, the Borough Tax Collector is appointed pursuant to NJSA 40A:9-141, which permits a municipality to provide for the appointment of a municipal tax collector; and

WHEREAS, N.J.S.A. 40A:9-145.7 requires that any person appointed or reappointed as a municipal tax collector must hold a tax collector certificate issued pursuant to NJSA 40A:9-141, Section 2 of P.L. 1979, c. 384 (C. 40A:9-145.2) and Section 6 of P.L. 1993, c. 25 (C 40A:9-145.3a); and

WHEREAS, the Borough’s Tax Collector term of office is designated pursuant to NJSA 40A:9-142, which states that “every municipal tax collector shall hold their office for a term of four years from the first day of January next following their appointment. Vacancies other than due to expiration of term shall be filled by appointments for the unexpired term; and

WHEREAS, Mildred Ramos Certified Tax Collector No. T-8606 was appointed Tax Collector by Resolution 21-265 to serve the unexpired term as Tax Collector from October 19, 2021 and expiring January 1, 2024; and

WHEREAS, the Borough Administrator recommends the re-appointment of Mildred Ramos as Tax Collector for the Borough of Highland Park; and

WHEREAS, the appointment of Mildred Ramos as Borough Tax Collector shall be effective January 1, 2024 and shall end December 31, 2027, pursuant to and accordance with the appointment time frame set forth in NJSA 40A:9-142.

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. Mildred Ramos (License No. T-8606) is hereby appointed to the position of Tax Collector, effective January 1, 2024 and ending on December 31, 2027, pursuant to and in accordance with the appointment time from set forth in NJSA 40A:9-142.
2. In accordance with NJSA 40A:9-145.3b., the appointed Tax Collector shall renew their certification every two (2) years and shall complete the required course hours during that time to qualify for renewal of said certification.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-18
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ACTION ON REQUEST FOR PERFORMANCE BOND
RELEASE - OVERLOOK @ HIGHLAND PARK (PULTE HOMES)**

WHEREAS, on May 17, 2010, Overlook at Highland Park, Pulte Homes , heretofore posted with the Borough of Highland Park a Surety Performance Bond, No. 1034844, issued by Lexon Insurance Company in the amount of \$2,865,330.18 and a cash surety bond (check #0080224340) in the amount of \$318,370.02, for a total amount of \$3,183,700.20, in connection with a site plan application on the property known as Block 190, Lots 4 and 4.01, also known as the Cenacle Property, in the Borough of Highland Park; and

WHEREAS, on March 15, 2011, by Resolution No. 3-11-91, the Borough Council authorized reduction of Performance Bond No. 1034844, issued by Lexon Insurance Company from \$2,865,330.18 to \$1,829,704.20 and cash bond from \$318,370.02 to \$182,970.02; and

WHEREAS, on June 6, 2012, by Resolution No. 6-12-194, the Borough Council authorized reduction of Performance Bond No. 1034844, issued by Lexon Insurance Company from \$1,829,704.20 to \$955,110.06 and cash bond from \$182,970.42 to \$95,511.00; and

WHEREAS, the developer for the referenced project has requested that the release of performance bonds; and

WHEREAS, the Borough Engineer has conducted a site inspection of this project and filed report dated December 4, 2023 recommending the release of Performance Bond No. 1034844 issued by Lexon Insurance Company in the amount of \$955,110.06 and a cash bond in the amount of \$318,370.02; and

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 Performance Bond posted by Overlook @ Highland Park (Pulte Homes) in the amount of \$955,110.06 and cash bond in the amount of \$95,511.00, shall be and is hereby released subject to the following:
 - Payment of any outstanding engineering inspection fees.
 - Payment of any outstanding Borough fees.
2. Certified copies of this Resolution be forwarded to the Finance Department, Borough Engineer, Construction Official, and Overlook @ Highland Park (Pulte Homes).

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-19
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ACTION ON REQUEST FOR PERFORMANCE BOND
RELEASE - 31 RIVER ROAD URBAN RENEWAL LLC**

WHEREAS, on November 3, 2020, 31 River Road Urban Renewal LLC, heretofore posted with the Borough of Highland Park a Performance Bond, No. FP0025035, issued by First Indemnity of America Insurance Company in the amount of \$71,188.20 and a cash surety bond (check #00008253) in the amount of \$7,909.80, for a total amount of \$79,098.00, in connection with a site plan application on the property known as Block 183, Lot 24; and

WHEREAS, the developer for the referenced project has requested release of performance bonds; and

WHEREAS, the Borough Engineer has conducted a site inspection of this project and filed report dated December 4, 2023 recommending the release of Performance Bond, No. FP0025035, issued by First Indemnity of America Insurance Company in the amount of \$71,188.20 and a cash surety bond (check #00008253) in the amount of \$7,909.80.

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 Performance Bond posted by 31 River Road Renewal LLC in the amount of \$71,188.20 and cash bond in the amount of \$7,909.80, shall be and is hereby released subject to the following:
 - Posting of a two (2) year Maintenance Bond in the amount of \$11,864.70
 - Payment of any outstanding engineering inspection fees.
 - Payment of any outstanding Borough fees.
2. Certified copies of this Resolution be forwarded to the Finance Department, Borough Engineer, Construction Official, and 31 River Road Renewal LLC.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-20
HIGHLAND PARK BOROUGH
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PAY ESTIMATE NO. 1 FOR IMPROVEMENTS
RIVERVIEW AVENUE, WASHINGTON AVENUE AND EXETER STREET AND
VARIOUS ROADS WITH TOP LINE CONSTRCTION CORP.**

WHEREAS, pursuant to Resolution No. 10-23-216, adopted October 10, 2023, the Borough Council authorized execution of a contract with Top Line Construction Corp. for Improvements to Riverview Avenue, Washington Avenue and Exeter Street and various roads, in an amount not to exceed \$738,868.15, without further resolution of Council; and

WHEREAS, pursuant to said resolution a contract was duly executed; and

WHEREAS, it appears from Pay Estimate No. 1, filed by CME Associates dated December 14, 2023, that certain work under said contract has been completed and approved, and there is due to Top Line Construction Corp. the sum of \$360,604.22 in accordance with said Pay Estimate for work performed from November 27, 2023 to December 14, 2023; and

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-832-001, in an amount not to exceed \$360,604.22, as reflected by the Certification of Funds Available by the Chief Financial Officer Certification No. 2024-01.

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

1. The Chief Financial Officer be and is hereby authorized and directed to pay Top Line Construction Corp. the sum of \$360,604.22, as certified by the Engineer in Pay Estimate No. 1, subject to the Clerk’s receipt of the Certified Payroll and Project Manning Reports and additional documents as necessary;
2. That certified copies of this resolution be forwarded to the Borough Administrator, Chief Financial Officer and Top Line Construction Corp.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-21
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PAY ESTIMATE #2 AND CHANGE ORDER NO. 1 –
TOP LINE CONSTRUCUTION CORP. FOR IMPROVEMENTS RIVERVIEW AVENUE,
WASHINGTON AVENUE AND EXETER STREET AND VARIOUS ROADS WITH TOP
LINE CONSTRUCUTION CORP.**

WHEREAS, pursuant to Resolution No. 10-23-216, adopted October 10, 2023, the Borough Council authorized execution of a contract with Top Line Construction Corp. for Improvements to Riverview Avenue, Washington Avenue and Exeter Street and various roads, in an amount not to exceed \$738,868.15, without further resolution of Council; and

WHEREAS, pursuant to said resolution a contract was duly executed; and

WHEREAS, it appears from Pay Estimate No. 2 and Change Order No. 1, filed by the CME Associates dated January 4, 2024, the change order reflects as-built quantities for each contract and supplemental work performed, it also includes the supplemental work requested by the Borough on South 11th Avenue and Wayne Street. The changes amount is for an overall increase of \$23,761.64 in the contract amount; and

WHEREAS, there is due to Top Line Construction Corp. the sum of \$74,547.00 in accordance with said Pay Estimate No. 2 for work performed from December 15, 2023 to December 22, 2023; and

WHEREAS, funds for this purpose are available in Account No. C-04-55-832-001 in the amount of \$74,547.00, as reflected by the Certification of Funds Available by the Chief Financial Officer Certification No. 2024-02.

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

1. The Chief Financial Officer is hereby authorized and directed to pay Top Line Construction Corp. the sum of \$74,547.00, as certified by the Engineer in Pay Estimate No. 2, subject to the Clerk’s receipt of the Certified Payroll and Project Manning Reports; and
2. That certified copies of this resolution be forwarded to Chief Financial Officer and the CME Associates 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 Council of said Borough on the January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Date: January 4, 2024 Certificate No.: 2
 Job: IMPROVEMENTS TO RIVERVIEW AVENUE, WASHINGTON AVENUE, EXETER STREET, & VARIOUS ROADS
 FTF # _____

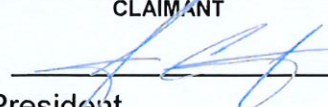
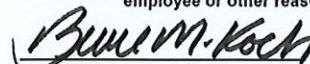
To: BOROUGH OF HIGHLAND PARK
 Owner

This is to certify that TOP LINE CONSTRUCTION, CORP.

Contractor for IMPROVEMENTS TO RIVERVIEW AVENUE, WASHINGTON AVENUE, EXETER STREET, & VARIOUS ROADS is entitled to
 payment in the amount of SEVENTY FOUR THOUSAND FIVE HUNDRED FORTY SEVEN AND 00/100 DOLLARS
\$74,547.00

for the period ending December 22, 2023 Payment No.: 2

Original Contract Amount	.....	\$738,868.15
Net Change Orders to Date	.....	\$23,761.64
Revised Contract Amount	.....	\$762,629.79
Total Value of Work Performed to Date	.....	\$444,031.86
Less Retainage (2% )	.....	(\$8,880.64)
Net Value of Work Performed to Date	.....	\$435,151.22
Amount Previously Paid	.....	(\$360,604.22)
Net Amount Due	.....	\$74,547.00
Balance to Complete	.....	\$327,478.57

<p align="center">VENDOR CERTIFICATION AND DECLARATION</p> <p><small>I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars: that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</small></p>	<p align="center">APPROVED BY</p> <p>Signature _____</p> <p>Title _____</p>
<p align="center">CLAIMANT</p> <p>Signature <u></u></p> <p>Title <u>President</u></p> <p><u>22-3089346</u> <u>01/03/2024</u> <small>FEDERAL ID NO. DATE</small></p>	<p align="center">BOROUGH OFFICER'S OR EMPLOYEE'S CERTIFICATION</p> <p><small>Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered: said certification is based on delivery slips acknowledged by a municipal official or employee or other reasonable procedures.</small></p> <p align="center"><u></u> <u>BOROUGH ENGINEER</u> <small>SIGNATURE TITLE</small></p>

DO NOT WRITE BELOW THIS LINE

CME ASSOCIATES
 3141 BORDENTOWN AVENUE
 PARLIN, NEW JERSEY 08859

DATE: January 4, 2024
 OUR FILE NO.: PHP00645-01

CHANGE ORDER NO. 1

PROJECT NAME: IMPROVEMENTS TO RIVERVIEW AVENUE, WASHINGTON AVENUE, EXETER STREET, & VARIOUS ROADS

OWNER: BOROUGH OF HIGHLAND PARK

CONTRACTOR: TOP LINE CONSTRUCTION CORP.

You are hereby advised of the following changes in contract quantities or in the case of supplemental work, you agree to its performance by your firm at the prices stated herein.

LOCATION OF CHANGE

Various Roads

NATURE AND REASON FOR CHANGE

To revise the contract quantities to allow the addition of supplemental work.

The work would appear to qualify as a minor modification to affect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

ITEM	DESCRIPTION	ORIGINAL QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/DECREASE
A.	IMPROVEMENTS TO RIVERVIEW AVENUE, WASHINGTON AVENUE, & EXETER STREET 40A 8" PVC SANITARY SEWER MAIN, INCLUDING EX. PIPE REMOVAL & DGA BACKFILL	55.00 LF	\$689.56	72.00	\$49,648.32	\$11,722.52

CONTRACT A CHANGE ORDER NO.1 SUBTOTAL

ORIGINAL CONTRACT AMOUNT

ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1

\$11,722.52
 \$545,578.05
 \$557,300.57

ITEM	DESCRIPTION	ORIGINAL QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/DECREASE
B.	IMPROVEMENTS TO BENNER STREET, BRAUN AVENUE, DONALDSON STREET, & S.PARK AVENUE					
1B	INLET FILTER, TYPE 1	32 SF	\$0.01	0.00	\$0.00	(\$0.32)
2B	UNIFORMED POLICE TRAFFIC DIRECTOR	1 ALL.	\$10,000.00	1.32	\$13,211.48	\$3,211.48
3B	FUEL PRICE ADJUSTMENT	100 DOLL	\$1.00	-542.370	(\$542.37)	(\$642.37)
4B	ASPHALT PRICE ADJUSTMENT	200 DOLL	\$1.00	-1,412.20	(\$1,412.20)	(\$1,612.20)
6B	REMOVAL OF PAVEMENT	35 SY	\$0.01	0.00	\$0.00	(\$0.35)
7B	DENSE-GRADED AGGREGATE BASE COURSE, 6" THICK	35 SY	\$0.01	0.00	\$0.00	(\$0.35)
8B	HMA MILLING, 3" OR LESS	5,275 SY	\$4.11	5,020.00	\$20,632.20	(\$1,048.05)
9B	TACK COAT	520 GAL	\$0.01	0.00	\$0.00	(\$5.20)
10B	BITUMINOUS CONCRETE SURFACE COURSE, TYPE I-5	775 TON	\$90.00	621.95	\$55,975.50	(\$13,774.50)
11B	BITUMINOUS STABILIZED BASE COURSE, TYPE I-2	15 TON	\$97.98	17.89	\$1,752.86	\$283.16
16B	CONCRETE DRIVEWAY/APRON, SIDEWALK/HANDICAP RAMPS, REINFORCED, 6" THICK	15 SY	\$146.91	13.00	\$1,909.83	(\$293.82)
17B	DETECTABLE WARNING SURFACE	5 SY	\$144.00	4.00	\$576.00	(\$144.00)
18B	9" x 20" CONCRETE VERTICAL CURB AND/OR KNEE WALLS	175 LF	\$79.32	144.00	\$11,422.08	(\$2,458.92)
20B	TRAFFIC STRIPES, THERMOPLASTIC, 4"	210 LF	\$1.10	200.00	\$220.00	(\$11.00)

ITEM	DESCRIPTION	ORIGINAL QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/DECREASE
21B	TRAFFIC STRIPES, THERMOPLASTIC, 6"	360 LF	\$1.65	361.00	\$595.65	\$1.65
22B	TRAFFIC MARKINGS LINES, THERMOPLASTIC, 24"	260 LF	\$6.62	209.00	\$1,383.58	(\$337.62)
25B	8" PVC SANITARY SEWER MAIN, INCLUDING EX. PIPE REMOVAL & DGA BACKFILL	45 LF	\$411.71	48.00	\$19,762.08	\$1,235.13
27B	TOPSOILING, 4" THICK	90 SY	\$22.92	100.00	\$2,292.00	\$229.20
28B	FERTILIZING AND SEEDING, SESC TYPE 14	90 SY	\$0.48	100.00	\$48.00	\$4.80
29B	STRAW MULCHING	90 SY	\$0.24	100.00	\$24.00	\$2.40
S-1	2" MILL AND PAVE IN FRONT OF 224 WAYNE STREET (WATER SERVICE LEAK)	0.00 LS	\$6,200.00	1.00	\$6,200.00	\$6,200.00
S-2	2" MILL AND PAVE ON SO.11TH AVENUE AND REPLACE EXISTING STRIPING	0.00 LS	\$21,200.00	1.00	\$21,200.00	\$21,200.00

CONTRACT B CHANGE ORDER NO.1 SUBTOTAL

ORIGINAL CONTRACT AMOUNT

ADJUSTED CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1

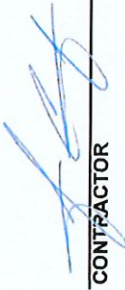
\$12,039.12
 \$193,290.10
 \$205,329.22

CONTRACT A AND CONTRACT B CHANGE ORDER NO.1 TOTAL

ORIGINAL TOTAL CONTRACT AMOUNT

ADJUSTED TOTAL CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1

\$23,761.64
 \$738,868.15
 \$762,629.79



CONTRACTOR



BOROUGH ENGINEER

MAYOR

AUTHORIZED BY RESOLUTION NO.:

DATED:

**RESOLUTION NO. 1-24-22
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PAY ESTIMATE NO. 5 TO MOLBA CAPENTRY, INC.
T/A MOLBA CONSTRUCTION FOR HIGHLAND PARK PUBLIC LIBRARY-
INTERIOR RENOVATIONS PROJECT**

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

WHEREAS, it appears from Pay Estimate No. 5 certified by Arcari + Iovino Architects PC, that certain work under said contract has been completed and approved and there is due to Molba Carpentry, Inc. t/a Molba Construction. the sum of \$52,264.50 in accordance with said Pay Estimate No. 5 for work performed through November 30, 2023; and

WHEREAS, funds for this purpose are available in Capital Fund Account No. C-04-55-831-001 in an amount not to exceed \$52,264.50, as reflected by the Certification of Funds Available by Chief Financial Officer Certification No. 2024-03.

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

1. The Chief Financial Officer be and is hereby authorized and directed to pay Molba Carpentry, Inc. t/a Molba Construction the sum of \$52,264.50, as certified by the Architects certification of Pay Estimate No. 5, subject to the Clerk’s receipt of the Certified Payroll and Project Manning Reports; and
2. Certified copies of this resolution be forwarded to Chief Financial Officer and the Arcari + Iovino Architects PC.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-23
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE CHANGE ORDER NO. 4 FOR HIGHLAND PARK PUBLIC
LIBRARY INTERIOR RENOVATIONS TO MOLBA CARPENTRY, INC. T/A MOLBA
CONSTRUCTION**

WHEREAS, pursuant to Resolution No. 4-23-116, adopted April 18, 2023, the Borough Council authorized execution of a contract with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Public Library Interior Renovations, in an amount not to exceed \$697,300.00; and

WHEREAS, by Resolution No. 10-23-229, adopted on October 24, 2023, the Borough Council authorized Change Order No. 1, in an amount not to exceed \$4,960.80, for a total contract amount of \$702,260.80; and

WHEREAS, by Resolution No. 10-23-230, adopted on October 24, 2023, the Borough Council authorized Change Order No. 2 in an amount not to exceed \$15,000.00, for a total contract amount of \$717,260.80; and

WHEREAS, by Resolution No. 10-23-231, adopted on October 24, 2023, the Borough Council authorized Change Order No. 3 in an amount not to exceed \$6,405.75, for a total contract amount of \$723,666.55; and

WHEREAS, the Architect, Arcari + Iovino Architects, P.C. has prepared the attached Change Order No. 4 to the said contract to create an opening in CMU wall for new ductwork, for an increase of \$1,659.33 in the contract amount and is less than 20% of the original contract, for a total contract amount of \$725,324.88; and

WHEREAS, Council has reviewed the proposed Change Order No. 4 for this contract and has approved the same subject to satisfaction of N.J.A.C. 5:30-11.9 relating to change orders;

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-831-001, in an amount not to exceed \$1,659.33, for a total contract amount of \$725,324.88, as reflected by the Certification of Funds Available by the Chief Financial Officer certification no. 2024-04.

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

1. Mayor Elsie Foster is hereby authorized and directed to execute Change Order No. 4, dated October 12, 2023, to the contract of Molba Carpentry, Inc. t/a Molba Construction upon satisfaction of N.J.A.C. 5:30-11.9 relating to the submission of a certification relating to the change orders to date, to the satisfaction of the Borough Attorney and Architect; and
2. Certified copies of this resolution be forwarded to the Borough Administrator, Chief Financial Officer and Molba Carpentry, Inc. t/a Molba Construction.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

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Change Order

PROJECT: <i>(Name and address)</i> Highland Park Public Library 31 North Fifth Avenue Highland Park, NJ 08904	CONTRACT INFORMATION: Contract For: General Construction Date:	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: October 12, 2023
OWNER: <i>(Name and address)</i> Borough of Highland Park 221 South Fifth Avenue Highland Park, NJ 08904	ARCHITECT: <i>(Name and address)</i> Arcari + Iovino Architects, P.C. One Katherine Street Little Ferry, NJ 07643	CONTRACTOR: <i>(Name and address)</i> Molba Construction 392 Liberty Street Little Ferry, NJ 07643

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)




Create opening in CMU wall for new ductwork (COR #2023-043-08R1). Add 1,659.33

The original Contract Sum was	\$ 697,300.00
The net change by previously authorized Change Orders	\$ 26,366.55
The Contract Sum prior to this Change Order was	\$ 723,666.55
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,659.33
The new Contract Sum including this Change Order will be	\$ 725,325.88

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C. ARCHITECT <i>(Firm name)</i>	Molba Construction CONTRACTOR <i>(Firm name)</i>	Borough of Highland Park OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Anthony Iovino, President PRINTED NAME AND TITLE	Michelle Altamura, V. President PRINTED NAME AND TITLE	Michael Bobish, HP Library Director PRINTED NAME AND TITLE
10/12/2023 DATE	10/12/23 DATE	10/26/23 DATE



392 LIBERTY STREET • LITTLE FERRY, NEW JERSEY 07643
Telephone (201) 488-6555
Fax (201) 4-10-6066
Email: molba@molbaconstruction.com

October 11, 2023

Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904
Attn: Mr. Ralph Justo

Change Order # 2023-043-08R1

Re: Opening in CMU wall
Highland Park Library- Interior Renovation
31 North Fifth Avenue, Highland Park, NJ 08904

The following is our scope of work and quotation as per RFI # 21 response:

Scope of work:

General Conditions:

- Supervision
- Final Clean up
- Dumpster
- Temporary Protection

Price.....\$ 80.00

Masonry

- Create Opening in CMU wall for the new ductwork as per RFI # 21 response
Price.....\$ 1,338.24

Sub Total:	\$ 1,418.24
Performance & Payment Bond:	\$ 28.36
Overhead & Profit:	\$ 212.73
Total Price:	\$ 1,659.33

Notes:

- Price is contingent upon scope review
- We assume no responsibility of existing conditions
- We assume no responsibility for code compliance of the existing condition
- All work to be done during normal working hours unless otherwise noted. Premium time and overtime will be provided at an additional charge
- Permit fees and utility company fees are not included
- Any additional/incurred cost for inspections, certifications and final sign-offs by the building and fire department are not included
- Building security, project watchman and fire watches have been excluded
- Hazardous material removal, treatment or remediation is not included

Exclusions:

- All Plumbing & Electrical work
- Asbestos or Hazardous material removal/abatement
- Engineered shop drawings
- Permit fees & Utility Company Fees
- All municipal delays, fees or fines
- LEED requirements

Molba Construction

ACCEPTANCE OF PROPOSAL: The above-mentioned prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The Owner/ Construction Manager/ Addressee hereto accept the terms and pricing set forth herein whether endorsed or not by Owner/ Construction Manager / Addressee once Molba Construction commences work and/or provides services and/or Molba Construction orders the materials in accordance with the proposal

Date of Acceptance: _____ Signature: _____

**RESOLUTION NO. 1-24-24
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE CHANGE ORDER NO. 5 FOR HIGHLAND PARK PUBLIC LIBRARY INTERIOR RENOVATIONS TO MOLBA CARPENTRY, INC. T/A MOLBA CONSTRUCTION

WHEREAS, pursuant to Resolution No. 4-23-116, adopted April 18, 2023, the Borough Council authorized execution of a contract with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Public Library Interior Renovations, in an amount not to exceed \$697,300.00; and

WHEREAS, by Resolution No. 10-23-229, adopted on October 24, 2023, the Borough Council authorized Change Order No. 1, in an amount not to exceed \$4,960.80, for a total contract amount of \$702,260.80; and

WHEREAS, by Resolution No. 10-23-230, adopted on October 24, 2023, the Borough Council authorized Change Order No. 2 in an amount not to exceed \$15,000.00, for a total contract amount of \$717,260.80; and

WHEREAS, by Resolution No. 10-23-231, adopted on October 24, 2023, the Borough Council authorized Change Order No. 3 in an amount not to exceed \$6,405.75, for a total contract amount of \$723,666.55; and

WHEREAS, by Resolution No. 1-24-23, adopted on January 16, 2024, the Borough Council authorized Change Order No. 4, in an amount not to exceed \$1,659.33, for a total contract amount of \$726,765.29; and

WHEREAS, the Architect, Arcari + Iovino Architects, P.C. has prepared the attached Change Order No. 5 to the said contract to furnish and install one (1) door and frame for door 111A, for an increase of \$1,439.41 in the contract amount and is less than 20% of the original contract, for a total contract amount of \$726,765.29; and

WHEREAS, Council has reviewed the proposed Change Order No. 5 for this contract and has approved the same subject to satisfaction of N.J.A.C. 5:30-11.9 relating to change orders;

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-831-001, in an amount not to exceed \$1,439.41, for a total contract amount of \$726,765.29, as reflected by the Certification of Funds Available by the Chief Financial Officer certification no. 2024-05.

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

1. Mayor Elsie Foster is hereby authorized and directed to execute Change Order No. 5, dated November 15, 2023, to the contract of Molba Carpentry, Inc. t/a Molba Construction upon satisfaction of N.J.A.C. 5:30-11.9 relating to the submission of a certification relating to the change orders to date, to the satisfaction of the Borough Attorney and Architect; and
2. Certified copies of this resolution be forwarded to the Borough Administrator, Chief Financial Officer and Molba Carpentry, Inc. t/a Molba Construction.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

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Change Order

PROJECT: *(Name and address)*
Highland Park Public Library
31 North Fifth Avenue
Highland Park, NJ 08904

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 005
Date: November 14, 2023

OWNER: *(Name and address)*
Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904

ARCHITECT: *(Name and address)*
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: *(Name and address)*
Molba Construction
392 Liberty Street
Little Ferry, NJ 07643

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Furnish & install (1) door and frame for Door 111A (COR #2023-043-11). Add 1,439.41

The original Contract Sum was	\$ 697,300.00
The net change by previously authorized Change Orders	\$ 28,025.88
The Contract Sum prior to this Change Order was	\$ 725,325.88
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,439.41
The new Contract Sum including this Change Order will be	\$ 726,765.29

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.

Molba Construction

Borough of Highland Park

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President

PRINTED NAME AND TITLE

Michael Bobish, HPPZ Director

PRINTED NAME AND TITLE

11/14/2023

11/15/23

11/15/23

DATE

DATE

DATE



392 LIBERTY STREET ♦ LITTLE FERRY, NEW JERSEY 07643
Telephone (201) 488-6555
Fax (201) 440-6066
Email: molba@molbaconstruction.com

November 3, 2023

Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904
Attn: Mr. Ralph Justo

Change Order # 2023-043-11

Re: **Door 111A**
Highland Park Library- Interior Renovation
31 North Fifth Avenue, Highland Park, NJ 08904

The following is our scope of work and quotation as per changes in Field:

Scope of work:

General Conditions:

- Supervision
- Final Clean up
- Dumpster
- Temporary Protection

Price.....\$ 100.00

Doors, Frames & Hardware:

- Furnish One (1) Door and Frame for Door 111A

Price.....\$ 1,130.27

Sub Total:	\$ 1,230.27
Performance & Payment Bond:	\$ 24.60
Overhead & Profit:	\$ 184.54
Total Price:	\$ 1,439.41

Notes:

- Price is contingent upon scope review
- We assume no responsibility of existing conditions
- We assume no responsibility for code compliance of the existing condition
- All work to be done during normal working hours unless otherwise noted. Premium time and overtime will be provided at an additional charge
- Permit fees and utility company fees are not included
- Any additional/incurred cost for inspections, certifications and final sign-offs by the building and fire department are not included
- Building security, project watchman and fire watches have been excluded
- Hazardous material removal, treatment or remediation is not included

Exclusions:

- All MEP work
- Asbestos or Hazardous material removal/abatement
- Engineered shop drawings
- Permit fees & Utility Company Fees
- All municipal delays, fees or fines
- LEED requirements

Molba Construction

ACCEPTANCE OF PROPOSAL: The above-mentioned prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The Owner/ Construction Manager/ Addressee hereto accept the terms and pricing set forth herein whether endorsed or not by Owner/ Construction Manager / Addressee once Molba Construction commences work and/or provides services and/or Molba Construction orders the materials in accordance with the proposal

Date of Acceptance: _____ Signature: _____

PROPOSAL

Page: 1
 Proposal No.: JOB000961
 Proposal Change No.: 01
 Customer P.O. No.: 8/1/23
 Proposal Date: 11/2/2023
 Customer ID: MOLBACON
 Salesperson: Nick Oppis
 Salesperson Phone: 973-812-2266
 Salesperson Email:
 Project Manager: NO

Submitted To: Molba Construction, Inc.
 Michelle in AP
 392 Liberty Street
 Little Ferry, NJ 07643

Job Name: HIGHLAND PARK PUBLIC LIBRARY (Changes to tag 111A)

Item No.	Description	Unit	Quantity
FKD36X84478L	KD set:HM Frame 3'0x7'0x4-7/8 16ga LH GENMATCH	EA	1
NSWDDOOR	WD 3-0 x 7-0 LH Flush NON-RTD QS CHERRY Clear Slip and Running - Cylindrical	EA	1
SHIP-MIDDLESEX	Shipping Charge to Middlesex County	EA	1

Accepted By: _____

Date: _____

Purchase Order No. _____

Subtotal: 1,130.27
 Sales Tax: ~~74.88~~
 Total: ~~1,205.15~~

**RESOLUTION NO. 1-24-25
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE CHANGE ORDER NO. 6 FOR HIGHLAND PARK
PUBLIC LIBRARY INTERIOR RENOVATIONS TO MOLBA CARPENTRY, INC. T/A
MOLBA CONSTRUCTION**

WHEREAS, pursuant to Resolution No. 4-23-116, adopted April 18, 2023, the Borough Council authorized execution of a contract with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Public Library Interior Renovations, in an amount not to exceed \$697,300.00; and

WHEREAS, by Resolution No. 10-23-229, adopted on October 24, 2023, the Borough Council authorized Change Order No. 1, in an amount not to exceed \$4,960.80, for a total contract amount of \$702,260.80; and

WHEREAS, by Resolution No. 10-23-230, adopted on October 24, 2023, the Borough Council authorized Change Order No. 2 in an amount not to exceed \$15,000.00, for a total contract amount of \$717,260.80; and

WHEREAS, by Resolution No. 10-23-231, adopted on October 24, 2023, the Borough Council authorized Change Order No. 3 in an amount not to exceed \$6,405.75, for a total contract amount of \$723,666.55; and

WHEREAS, by Resolution No. 1-24-23, adopted on January 16, 2024, the Borough Council authorized Change Order No. 4, in an amount not to exceed \$1,659.33, for a total contract amount of \$726,765.29; and

WHEREAS, by Resolution No. 1-24-24, adopted on January 16, 2024, the Borough Council authorized Change Order No. 5, in an amount not to exceed \$1,439.41, for a total contract amount of \$726,765.29; and

WHEREAS, the Architect, Arcari + Iovino Architects, P.C. has prepared the attached Change Order No. 6 to the said contract to furnish and install new mud bed, for an increase of \$4,112.50 in the contract amount and is less than 20% of the original contract, for a total contract amount of \$730,877.79; and

WHEREAS, Council has reviewed the proposed Change Order No. 6 for this contract and has approved the same subject to satisfaction of N.J.A.C. 5:30-11.9 relating to change orders;

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-831-001, in an amount not to exceed \$4,112.50, for a total contract amount of \$730,877.79, as reflected by the Certification of Funds Available by the Chief Financial Officer certification no. 2024-06.

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

1. Mayor Elsie Foster is hereby authorized and directed to execute Change Order No. 5, dated November 15, 2023, to the contract of Molba Carpentry, Inc. t/a Molba Construction upon satisfaction of N.J.A.C. 5:30-11.9 relating to the submission of a certification relating to the change orders to date, to the satisfaction of the Borough Attorney and Architect; and

- 2. Certified copies of this resolution be forwarded to the Borough Administrator, Chief Financial Officer and Molba Carpentry, Inc. t/a Molba Construction.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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


AIA® Document G701® – 2017
Change Order

PROJECT: (Name and address)
Highland Park Public Library
31 North Fifth Avenue
Highland Park, NJ 08904

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 006
Date: November 14, 2023

OWNER: (Name and address)
Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904

ARCHITECT: (Name and address)
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: (Name and address)
Molba Construction
392 Liberty Street
Little Ferry, NJ 07643

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Furnish & install new mud bed (COR #2023-043-10R1). Add \$4,112.50

The original Contract Sum was	\$ 697,300.00
The net change by previously authorized Change Orders	\$ 29,465.29
The Contract Sum prior to this Change Order was	\$ 726,765.29
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,112.50
The new Contract Sum including this Change Order will be	\$ 730,877.79

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Arcari + Iovino Architects, P.C.
ARCHITECT (Firm name)

Molba Construction
CONTRACTOR (Firm name)

Borough of Highland Park
OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

Michael Adams
PRINTED NAME AND TITLE

Michael Bobish, HPPPL Director
PRINTED NAME AND TITLE

11/14/2023
DATE

11/15/23
DATE

11/15/23
DATE



392 LIBERTY STREET • LITTLE FERRY, NEW JERSEY 07643
Telephone (201) 488-6555
Fax (201) 440-6066
Email: molba@molbaconstruction.com

November 13, 2023

Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904
Attn: Mr. Ralph Justo

Change Order # 2023-043-10R1

**Re: Mud Bed
Highland Park Library- Interior Renovation
31 North Fifth Avenue, Highland Park, NJ 08904**

The following is our scope of work and quotation as required on-site:

Scope of work:

General Conditions:

- Supervision
- Final Clean up
- Dumpster
- Temporary Protection

Price.....\$ 200.00

Ceramic Tile:

- Furnish and install new mud bed

Price.....\$ 3,314.96

Sub Total:	\$ 3,514.96
Performance & Payment Bond:	\$ 70.29
Overhead & Profit:	\$ 527.24
Total Price:	\$ 4,112.50

Notes:

- Price is contingent upon scope review
- We assume no responsibility of existing conditions
- We assume no responsibility for code compliance of the existing condition
- All work to be done during normal working hours unless otherwise noted. Premium time and overtime will be provided at an additional charge
- Permit fees and utility company fees are not included
- Any additional/incurred cost for inspections, certifications and final sign-offs by the building and fire department are not included
- Building security, project watchman and fire watches have been excluded
- Hazardous material removal, treatment or remediation is not included

Exclusions:

- All MEP work
- Asbestos or Hazardous material removal/abatement
- Engineered shop drawings
- Permit fees & Utility Company Fees
- All municipal delays, fees or fines
- LEED requirements

Molba Construction

ACCEPTANCE OF PROPOSAL: The above-mentioned prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The Owner/ Construction Manager/ Addressee hereto accept the terms and pricing set forth herein whether endorsed or not by Owner/ Construction Manager / Addressee once Molba Construction commences work and/or provides services and/or Molba Construction orders the materials in accordance with the proposal

Date of Acceptance: _____ Signature: _____

**RESOLUTION NO. 1-24-26
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE CHANGE ORDER NO. 7 FOR HIGHLAND PARK
PUBLIC LIBRARY INTERIOR RENOVATIONS TO MOLBA CARPENTRY, INC. T/A
MOLBA CONSTRUCTION**

WHEREAS, pursuant to Resolution No. 4-23-116, adopted April 18, 2023, the Borough Council authorized execution of a contract with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Public Library Interior Renovations, in an amount not to exceed \$697,300.00; and

WHEREAS, by Resolution No. 10-23-229, adopted on October 24, 2023, the Borough Council authorized Change Order No. 1, in an amount not to exceed \$4,960.80, for a total contract amount of \$702,260.80; and

WHEREAS, by Resolution No. 10-23-230, adopted on October 24, 2023, the Borough Council authorized Change Order No. 2 in an amount not to exceed \$15,000.00, for a total contract amount of \$717,260.80; and

WHEREAS, by Resolution No. 10-23-231, adopted on October 24, 2023, the Borough Council authorized Change Order No. 3 in an amount not to exceed \$6,405.75, for a total contract amount of \$723,666.55; and

WHEREAS, by Resolution No. 1-24-23, adopted on January 16, 2024, the Borough Council authorized Change Order No. 4, in an amount not to exceed \$1,659.33, for a total contract amount of \$726,765.29; and

WHEREAS, by Resolution No. 1-24-24, adopted on January 16, 2024, the Borough Council authorized Change Order No. 5, in an amount not to exceed \$1,439.41, for a total contract amount of \$726,765.29; and

WHEREAS, by Resolution No. 1-24-25, adopted on January 16, 2024, the Borough Council authorized Change Order No. 6, in an amount not to exceed \$4,112.50, for a total contract amount of \$730,877.79; and

WHEREAS, the Architect, Arcari + Iovino Architects, P.C. has prepared the attached Change Order No. 7 to the said contract to furnish and install new mud bed, for an increase of \$3,393.00 in the contract amount and is less than 20% of the original contract, for a total contract amount of \$734,270.79; and

WHEREAS, Council has reviewed the proposed Change Order No. 7 for this contract and has approved the same subject to satisfaction of N.J.A.C. 5:30-11.9 relating to change orders; and

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-831-001, in an amount not to exceed \$3,393.00, for a total contract amount of \$734,270.79, as reflected by the Certification of Funds Available by the Chief Financial Officer certification no. 2024-07.

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

1. Mayor Elsie Foster is hereby authorized and directed to execute Change Order No. 5, dated December 13, 2023, to the contract of Molba Carpentry, Inc. t/a Molba Construction upon satisfaction of N.J.A.C. 5:30-11.9 relating to the submission of a certification relating to the change orders to date, to the satisfaction of the Borough Attorney and Architect; and
2. Certified copies of this resolution be forwarded to the Borough Administrator, Chief Financial Officer and Molba Carpentry, Inc. t/a Molba Construction.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Highland Park Public Library
31 North Fifth Avenue
Highland Park, NJ 08904

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 007
Date: December 7, 2023

OWNER: (Name and address)
Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904

ARCHITECT: (Name and address)
Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643

CONTRACTOR: (Name and address)
Molba Construction
392 Liberty Street
Little Ferry, NJ 07643

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Diffuser face dampers (COR #2023-043-06R1). Add \$3,393.

The original Contract Sum was	\$ 697,300.00
The net change by previously authorized Change Orders	\$ 33,577.79
The Contract Sum prior to this Change Order was	\$ 730,877.79
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,393.00
The new Contract Sum including this Change Order will be	\$ 734,270.79

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


Arcari + Iovino Architects, P.C.
ARCHITECT (Firm name)

Molba Construction
CONTRACTOR (Firm name)

Borough of Highland Park
OWNER (Firm name)


SIGNATURE


SIGNATURE


SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

Michelle Altamura, V. President
PRINTED NAME AND TITLE

Michael Bobish, HPPL Director
PRINTED NAME AND TITLE

12/7/2023
DATE

12/07/23
DATE

12/13/23
DATE



392 LIBERTY STREET ♦ LITTLE FERRY, NEW JERSEY 07643

Telephone (201) 488-6555

Fax (201) 440-6066

Email: molba@molbaconstruction.com

November 8, 2023

Borough of Highland Park
221 South Fifth Avenue
Highland Park, NJ 08904
Attn: Mr. Ralph Justo

Change Order # 2023-043-06R1

Re: Diffuser Face Dampers
Highland Park Library- Interior Renovation
31 North Fifth Avenue, Highland Park, NJ 08904

The following is our scope of work and quotation as requested:

Scope of work:

General Conditions:

- Supervision
- Final Clean up
- Dumpster
- Temporary Protection

Price.....\$ 200.00

HVAC:

- Furnish and install approx. Twenty (20) blade face dampers for the lay in supply diffusers; Quantity of dampers are the minimum required for balancing purpose and easy access (Face dampers have a 3 week lead time)
- Dampers will sit right inside the neck of the diffuser

Price.....\$ 2,700.00

Sub Total:	\$ 2,900.00
Performance & Payment Bond:	\$ 58.00
Overhead & Profit:	\$ 435.00
Total Price:	\$ 3,393.00

Notes:

- Price is contingent upon scope review
- We assume no responsibility of existing conditions
- We assume no responsibility for code compliance of the existing condition
- All work to be done during normal working hours unless otherwise noted. Premium time and overtime will be provided at an additional charge
- Permit fees and utility company fees are not included
- Any additional/incurred cost for inspections, certifications and final sign-offs by the building and fire department are not included
- Building security, project watchman and fire watches have been excluded
- Hazardous material removal, treatment or remediation is not included

Exclusions:

- All Plumbing & Electrical work
- Asbestos or Hazardous material removal/abatement
- Engineered shop drawings
- Permit fees & Utility Company Fees
- All municipal delays, fees or fines
- LEED requirements

Molba Construction

ACCEPTANCE OF PROPOSAL: The above-mentioned prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. The Owner/ Construction Manager/ Addressee hereto accept the terms and pricing set forth herein whether endorsed or not by Owner/ Construction Manager / Addressee once Molba Construction commences work and/or provides services and/or Molba Construction orders the materials in accordance with the proposal

Date of Acceptance: _____ Signature: _____

**RESOLUTION NO. 1-24-27
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING COOPERATION AGREEMENT BETWEEN THE
BOROUGH OF HIGHLAND PARK AND THE HIGHLAND PARK COMMUNITY
FOOD PANTRY**

WHEREAS, the Food Pantry has provided food support services in partnership with the Borough for more than 20 years; and

WHEREAS, on December 18, 2018, the Food Pantry was re-established Borough Ordinance No. 18-1976 and since that time operated as a committee of the Borough pursuant to Section 9-52 of the “Code of the Borough of Highland Park” with the responsibility for staffing and running a food bank from the Highland Park Community Center; and

WHEREAS, in order to enhance its programming and to qualify for a substantial donation, the Food Pantry was incorporated as a nonprofit corporation of the State of New Jersey on April 21, 2023; and

WHEREAS, the Borough and Food Pantry wish to set forth in a cooperation agreement the very in-kind services that will continue to be provided by the Borough to the Food Pantry following their becoming a fully-operational nonprofit corporation as well as setting forth the continued duties and responsibilities of the Food Pantry.

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 a cooperation agreement between the Borough of Highland Park and the Highland Park Community Food Pantry, a copy of which is attached to this resolution.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**COOPERATION AGREEMENT BETWEEN THE BOROUGH OF HIGHLAND PARK
AND THE HIGHLAND PARK COMMUNITY FOOD PANTRY**

This Agreement entered into on this 16th day of January 2024 by and between the Borough of Highland Park, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the “Borough”) and the Highland Park Community Food Pantry, a New Jersey nonprofit corporation (hereinafter referred to as the “Food Pantry”)

WITNESS

WHEREAS, the Food Pantry has provided food support services in partnership with the Borough for more than 20 years; and

WHEREAS, on December 18, 2018, the Food Pantry was re-established Borough Ordinance No. 18-1976 and since that time operated as a committee of the Borough pursuant to Section 9-52 of the “Code of the Borough of Highland Park” with the responsibility for staffing and running a food bank from the Highland Park Community Center; and

WHEREAS, in order to enhance its programming and to qualify for a substantial donation, the Food Pantry was incorporated as a nonprofit corporation of the State of New Jersey on April 21, 2023; and

WHEREAS, the Borough and Food Pantry wish to set forth the very in-kind services that will continue to be provided by the Borough to the Food Pantry following their becoming a fully-operational nonprofit corporation as well as setting forth the continued duties and responsibilities of the Food Pantry, the parties agree as follows:

- I. Borough Continued Support: The Borough shall continue to provide the following support to the Food Pantry:
 - A. To provide space within the Borough of Highland Park Community Center and other Borough facilities, if necessary, for the distribution and storage of

food which the corporation distributes. All food storage appliances, such as refrigerators and freezers, are the property of the Food Pantry.

- B. To foster continued cooperation with organizations such as REPLENISH, Feeding Middlesex County and the Community Food Bank of New Jersey for their collection and distribution of food in conjunction with the Food Pantry.
 - C. To assist with the recruitment of members for the Food Pantry interested in volunteering their time to assist with the mission of the Food Pantry.
 - D. To inform residents of the services and foods provided by the Food Pantry, in coordination with the Food Pantry.
 - E. To assist with the transition of the Food Pantry, as a nonprofit corporation of the State of New Jersey from being a committee of the Borough to a separate nonprofit corporation.
 - F. To continue to provide support from the Borough's Community Services Department to register clients and maintain records of Pantry services on behalf of the Pantry.
 - G. To continue to assist with the management of the funds held in trust by the Borough on behalf of the Food Pantry which are currently in the possession of the Borough until said funds are fully expended by the Food Pantry.
- II. The Food Pantry agrees to do the following:
- A. To continue to secure and distribute food to those in need within the Borough Community.
 - B. To solicit funds to be donated to the Food Pantry including undertaking all fundraising efforts as a nonprofit corporation.

- C. To establish and maintain a separate banking account for the Food Pantry funds unaffiliated with the Borough and be solely responsible for the fiscal management of the Food Pantry.
 - D. To cooperate with the Borough to spend down the existing funds for the benefit of the Food Pantry currently held in a Borough Trust Account prior to spending any new funds which have been and may be donated to the Food Pantry in the future.
 - E. To establish and maintain their own post office box as their new mailing address.
 - F. To obtain stationery, a new and separate email address and phone number for the operation of the Food Pantry as a new nonprofit corporation.
- III. In the event that either party chooses to terminate this agreement, or any substantial clause of the agreement, six months' notice will be provided. Substantial clauses include providing space for distribution or food storage and/or assisting the Pantry in registering clients.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

Jennifer Santiago, Clerk

Borough of Highland Park
By: _____
Elsie Foster, Mayor

, Secretary

Highland Park Community Food Pantry
By: _____
Janice Ballou, President

**RESOLUTION NO. 1-24-28
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING COOPERATION AGREEMENT BETWEEN THE
BOROUGH OF HIGHLAND PARK AND HP GIVES A HOOT**

WHEREAS, HP Gives a Hoot as a Borough committee provides support for various programs for the well-being of Highland Park students in need with an emphasis on addressing food insecurity; and

WHEREAS, on December 18, 2018, HP Gives a Hoot was established by the adoption of Borough Ordinance 18-1976 and since that time has operated as a committee of the Borough pursuant to Section 9-73 of the “Code of the Borough of Highland Park”; and

WHEREAS, in order to enhance its programming and the providing of services to the students which it serves and to also qualify for a substantial donation, the HP Gives a Hoot was incorporated as a nonprofit corporation of the State of New Jersey on April 21, 2023; and

WHEREAS, the Borough and HP Gives a Hoot wishes to set forth in a cooperation agreement the in-kind services that will continue to be provided by the Borough to HP Gives a Hoot following their becoming a fully-operational nonprofit corporation as well as setting forth the continued duties and responsibilities for HP Gives a Hoot.

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 a cooperation agreement between the Borough of Highland Park and HP Gives a Hoot, a copy of which is attached to this resolution.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**COOPERATION AGREEMENT BETWEEN THE
BOROUGH OF HIGHLAND PARK AND HP GIVES A HOOT, INC.**

This Agreement entered into on this 16th day of January 2024 by and between the Borough of Highland Park, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the “Borough”) and HP Gives A Hoot, Inc., a New Jersey nonprofit corporation (hereinafter referred to as the “HP Gives A Hoot”)

WITNESS

WHEREAS, HP Gives a Hoot as a Borough committee provides support for various programs for the well-being of Highland Park students in need with an emphasis on addressing food insecurity; and

WHEREAS, on December 18, 2018, Gives a Hoot was established by the adoption of Borough Ordinance 18-1976 and since that time has operated as a committee of the Borough pursuant to Section 9-73 of the “Code of the Borough of Highland Park” and

WHEREAS, in order to enhance its programming and the providing of services to the students which it serves and to also qualify for a substantial donation, the HP Gives a Hoot was incorporated as a nonprofit corporation of the State of New Jersey on April 21, 2023; and

WHEREAS, the Borough and HP Gives a Hoot wishes to set forth the in-kind services that will continue to be provided by the Borough to HP Gives a Hoot following their becoming a fully-operational nonprofit corporation as well as setting forth the continued duties and responsibilities for HP Gives a Hoot, the parties agree as follows:

- I. Borough Continued Support: The Borough shall continue to provide the following support to HP Gives a Hoot:
 - A. To provide space within the Borough of Highland Park Zone 6 Teen Center for HP Gives a Hoot to distribute food and other supplies and programs to support local children and their families.

- B. To inform Highland Park students and their families of the services and programming available from HP Gives a Hoot.
- C. To continue to provide support from the Borough Teen Center Coordinator.
- D. To assist with the transition of the HP Gives a Hoot, as a nonprofit corporation of the State of New Jersey from being a committee of the Borough to a separate nonprofit corporation.
- E. To continue to assist with the management of the funds held in trust by the Borough on behalf of HP Gives a Hoot which are currently in the possession of the Borough until said funds are fully expended by HP Gives a Hoot.

II. HP Gives A Hoot agrees to do the following:

- A. To continue to provide support in all appropriate ways to provide for the wellbeing of Highland Park students in need.
- B. To solicit funds to be donated to HP Gives a Hoot including undertaking all fundraising efforts as a nonprofit corporation.
- C. To establish and maintain a separate bank account for HP Gives a Hoot funds unaffiliated with the Borough and be solely responsible for the physical management of HP Gives A Hoot.
- D. To cooperate with the Borough to spend down the existing funds for the benefit of HP Gives a Hoot currently held in a Borough trust account prior to spending any new funds which have been or may be donated to HP Gives a Hoot in the future.
- E. To establish and maintain their own post office box as their new mailing address.

- F. To obtain stationery, a new and separate email address and phone number for the operation of HP Gives a Hoot as a nonprofit corporation.
 - G. To obtain and maintain their own bank account for funds solicited and received by HP Gives a Hoot.
- III. In the event that either party chooses to terminate this agreement, or any substantial clause of the agreement, six months' notice will be provided. Substantial clauses include providing space for the distribution of food and other supplies.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

Borough of Highland Park

Jennifer Santiago, Clerk

By: _____
Elsie Foster, Mayor

HP Gives a Hoot, a New Jersey Nonprofit Corporation

, Secretary

By: _____
Michael Buchman, President

**RESOLUTION NO. 1-24-29
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
ARCARI + IOVINO ARCHITECTS PC FOR BID PREPARATION AND CONSTRUCTION
ADMINISTRATION RELATED TO THE REPLACEMENT OF THE FLAT ROOF AT THE
HIGHLAND PARK PUBLIC LIBRARY**

WHEREAS, in order to address the persistent leaks experienced at the library, on August 8, 2023 the Borough Council passed Resolution No. 8-23-183, authorizing a professional services agreement with Arcari + Iovino Architects PC to design preliminary plans for the replacement of the 3,000 sf flat roof section of the library roof and to prepare related construction documents; and

WHEREAS, on October 10, 2023 the Borough Council passed Resolution No. 10-23-218 authorizing an amendment to the professional services agreement to engage the services of a mechanical engineering consultant to assist with the redesign of the rooftop ductwork in conjunction with the roof replacement; and

WHEREAS, having completed the roof design and construction documents the Borough is now in need of assistance with bid preparation and construction administration services in order to implement the improvements; and

WHEREAS, according to the Arcari + Iovino proposal dated July 27, 2023 the costs for public bidding and construction administration services is \$8,500; and

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

WHEREAS, Anthony Iovino is a registered architect (License #21AI01172000) and Professional Planner in New Jersey qualified to complete this scope of work; and

WHEREAS, funds for this purpose are available in Capital Account No. C-04-55-835-001 for a total amount not to exceed \$10,000.00, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2024-08.

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

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

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 16th day of January 2024., by and between the **BOROUGH OF HIGHLAND PARK**, a municipal corporation of the State of New Jersey, having its principal offices located at 221 South 5th Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and Anthony Iovino, AIA, PP, LEED, Arcari + Iovino Architects, P.C., One Katherine Street, Little Ferry, NJ 07643 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services for bid preparation and construction administration related to the replacement of the flat roof at the Highland Park Library; and

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

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

1. Effective December 19, 2023., the **COMPANY** shall render professional services for the **BOROUGH** as required by the **BOROUGH**.
2. The **BOROUGH** agrees to compensate the **COMPANY** as set forth on the proposal dated July 27, 2023; the amount of said compensation shall not exceed **\$10,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties, as set forth in *Schedule A*.

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

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

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

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

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

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

By: _____
Elsie Foster, Mayor

WITNESS:

ARCARI+IOVINO ARCHITECTS, P.C.

By: _____
Anthony Iovino, AIA, PP, LEED

arcari iovino

ARCHITECTS PC

Celebrating our 30th year!
1992 – 2022

One Katherine Street
Little Ferry, NJ 07643

201.641.0600

www.aiarchs.com

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



July 27, 2023

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

RE: Architectural Services Proposal
New Library Roof

Dear Ms. Jover,

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

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

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

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

Design and Construction Documents Phase (1 month)

Tasks associated with Design Development include the following:

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

Public Bidding Phase (2 months)

Tasks associated with Bidding Phase include the following:

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

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

Tasks associated with Construction Administration include the following:

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

Professional Fee

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

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

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

Sincerely,



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

**RESOLUTION NO. 1-24-30
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
BOROUGH OF HIGHLAND PARK AND THE HIGHLAND PARK BOARD OF
EDUCATION TO SHARE REVENUE COLLECTED FROM 31 RIVER ROAD URBAN
RENEWAL, LLC PURSUANT TO A FINANCIAL AGREEMENT**

WHEREAS, on December 20, 2016 the Borough Council of the Borough (the “Borough Council”), pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the “Redevelopment Law”), designated the entirety of the area within the municipal boundaries of the Borough as “an area in need of rehabilitation” including property known as 31 River Road and identified as Block 183, Lot 24 on the official tax map of the Borough (the “Property”); and

WHEREAS, on December 4, 2018, the Borough Council adopted a resolution designating the Property as a “non-condemnation area in need of redevelopment” in accordance with the Redevelopment Law (the “Redevelopment Area”); and

WHEREAS, on December 18, 2018, the Borough Council adopted an ordinance adopting a redevelopment plan entitled the “*31 River Road Redevelopment Plan*” (the “Redevelopment Plan”) dated December 4, 2018 and prepared by LRK Inc. for the Redevelopment Area; and

WHEREAS, on April 16, 2019, 31 River Road Urban Renewal, LLC (the “Redeveloper”) and the Borough executed a redevelopment agreement with the Borough pursuant to which the Redeveloper is constructing a project consisting of 40 residential units including 34 market rate units and 6 affordable units and certain infrastructure improvements, as defined herein (the “Project”); and

WHEREAS, on May 21, 2019 the Redeveloper and the Borough executed a financial agreement (the “Financial Agreement”) whereby the Redeveloper agreed to make certain payments in lieu of taxes (the “Annual Service Charges” as defined in the Financial Agreement) to the Borough; and

WHEREAS, Section 22(m) of the Redevelopment Law (N.J.S.A. 40A:12A-22(m)) provides that a municipality may, among other things, contract with a board of education to cause school services to be rendered for the benefit of the occupants of any redevelopment area; and

WHEREAS, in consideration for the provision of school services to the occupants of the Project within the Redevelopment Area, the Borough has agreed to provide an amount equal to 60% of the Annual Service Charge (excluding the Administrative Fee as such terms is defined in the Financial Agreement) received from January 1, 2023 thru December 31, 2023 to the Board of Education (the “Board”) and annually thereafter as described in the Agreement between the Borough and the Board (the “Agreement”) attached hereto as *Exhibit A*; and

WHEREAS, the Agreement is reflective of the Borough Council’s commitment to public education in the Borough; and

WHEREAS, the Agreement demonstrates the spirit of cooperation between the Borough Council and the Board to provide the best possible education for the Borough’s students.

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

Section 1. The foregoing recitals are hereby incorporated by reference as if fully repeated herein.

Section 2. The Mayor is authorized to execute the Agreement attached hereto as *Exhibit A*, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Borough’s counsel and professionals.

Section 3. 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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

EXHIBIT A**Agreement**

AGREEMENT (the “**Agreement**”) dated as of ____ __, 2023, by and between the **BOROUGH OF HIGHLAND PARK**, a public body corporate and politic of the State of New Jersey, with offices at 221 South 5th Avenue, Highland Park, New Jersey 08904 (the “**Borough**”) and the **HIGHLAND PARK BOARD OF EDUCATION**, a public body corporate and politic of the State of New Jersey, with offices at 435 Mansfield Street, Highland Park, New Jersey 08904 (the “**Board**”), and

W-I-T-N-E-S-S-E-T-H:

WHEREAS, on December 20, 2016 the Borough Council of the Borough (the “**Borough Council**”), pursuant to and in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. as amended and supplemented (the “**Redevelopment Law**”), designated the entirety of the area within the municipal boundaries of the Borough as “an area in need of rehabilitation” including property known as 31 River Road and identified as Block 183, Lot 24 on the official tax map of the Borough (the “**Property**”); and

WHEREAS, on December 4, 2018, the Borough Council adopted a resolution designating the Property as a “non-condemnation area in need of redevelopment” in accordance with the Redevelopment Law (the “**Redevelopment Area**”); and

WHEREAS, on December 18, 2018, the Borough Council adopted an ordinance adopting a redevelopment plan entitled the “*31 River Road Redevelopment Plan*” (the “**Redevelopment Plan**”) dated December 4, 2018 and prepared by LRK Inc. for the Redevelopment Area; and

WHEREAS, on April 16, 2019, 31 River Road Urban Renewal, LLC (the “**Redeveloper**”) and the Borough executed a redevelopment agreement with the Borough pursuant to which the Redeveloper is constructing a project consisting of 40 residential units including 34 market rate units and 6 affordable units and certain infrastructure improvements, as defined herein (the “**Project**”); and

WHEREAS, on May 21, 2019 the Redeveloper and the Borough executed a financial agreement (the “**Financial Agreement**”) whereby the Redeveloper agreed to make certain payments in lieu of taxes (the “**Annual Service Charges**” as defined in the Financial Agreement) to the Borough; and

WHEREAS Section 22(m) of the Redevelopment Law (N.J.S.A. 40A:12A-22(m)) provides that a municipality may, among other things, contract with a board of education to cause school services to be rendered for the benefit of the occupants of any redevelopment area.

NOW, THEREFORE, for and in consideration of the mutual promises, representations, covenants, and agreements contained herein and the undertakings of each Party to the other and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby and to bind its successors and assigns, do mutually promise, covenant, and agree as follows:

SECTION 1.01. In consideration for the provision of school services to the occupants of the Project within the Redevelopment Area, the Borough has agreed to provide an amount equal to 60% of the Annual Service Charge (excluding the Administrative Fee as such terms is defined in the Financial Agreement) received from January 1, 2023 thru December 31, 2023 to the Board and annually thereafter subject to Sections 1.02 and 1.03 hereof. Such payments shall be due as of March 31st of the immediately subsequent year.

SECTION 1.02. The Borough's obligation to make the payments provided in Section 1.01 hereof shall be subject to annual authorization by resolution of the Borough Council.

SECTION 1.03. This Agreement may be terminated at any time in the sole discretion of either of the parties hereto.

SECTION 1.04. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

SECTION 1.05. This Agreement may be executed in one or more counterparts (which may be copies delivered electronically or by facsimile) and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

SECTION 1.06. This Agreement shall be governed by and construed in accordance with the Applicable Laws of the State, and any disputes arising hereunder shall be resolved in the Superior Court, State of New Jersey, Middlesex County Vicinage.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

BOROUGH OF HIGHLAND PARK

By: _____
Name: Elsie Foster
Title: Mayor

**BOROUGH OF HIGHLAND PARK BOARD OF
EDUCATION**

By: _____
Name:
Title:

**RESOLUTION NO. 1-24-31
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE FRESH THEATER ARTS AS PRODUCTION
COMPANY FOR CALENDAR YEAR 2024**

WHEREAS, the Highland Park Recreation Department offers opportunities for kids and teens to participate in full-length theater productions; and

WHEREAS, the Recreation Department does not have staff that specializes in theater production; and

WHEREAS, the Recreation Department solicited three competitive quotes from production companies and Fresh Theater Arts was the only company interested in a production of this scale; and

WHEREAS, funds are available for this purpose in Trust Account Number R-19-56-850-001 in the amount not to exceed \$40,000.00, as reflected by the Certification of Funds by the Chief Financial Officer No. 2024-09.

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 Borough Administrator is hereby authorized to enter into a contract with Fresh Theater Arts, 232 South 4th Avenue, Highland Park NJ 08904 for the production services for the year 2024.
2. That certified copies of this Resolution be forwarded to the Finance Department and the Recreation Department.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024 HPYTC Plan for Requisition

Program	FTA Fees	TOTAL
Musical Theatre Review Class	\$90 p/participant; 30 max participants	\$2,700
Recreation Dance Classes (Spring)	\$90 p/class; 3 classes x 8 weeks	\$2,160
Seussical Jr.	\$7500 Program \$200 Cast Party \$950 Rights	\$8,600
Jumping Jellybeans	\$75 per 45min class; 2 x 4-week sessions	\$600
HPYTC End of Year Banquet	\$500	\$500
Broadway Workshop	\$650 p/workshop x 2	\$1,300
HPYTC Summer Camp - Lion King Jr	\$8500 Program \$850 Rights	\$9,350
Fall 2024 Show TBD	\$7500 Program \$200 Cast Party \$950 Rights	\$8,600
Recreation Dance Classes (Fall)	\$90 p/class; 4 classes x 8 weeks	\$2,880
TOTAL		\$36,690

HPYTC Plan for 2024

REC THEATRE Class:

Mondays (8): January 29, Feb 5, 12, 26, March 5, 12, 19, 26
4pm-5:15pm

Fee: \$90 per participant with a minimum of 8, max 30

REC DANCE! Fee: \$90 per class

Mondays (8): January 29, Feb 5, 12, 26, March 4, 11, 18, 25
5:15pm-6:15pm - 1st through 4th grade Jazz

Tuesdays (8): January 30, Feb 6, 13, 27, March 5, 12, 19, 26

4:15pm-5:15pm - 1st through 4th musical theatre

5:20pm-6:20pm - 5th through 8th musical theatre

Budget for Seussical, JR

Fresh Theatre Arts - \$7,500

Costumes - \$2,000

Staff - \$4,500

Photos - \$200

Props - \$500

T-shirts - \$300

Cast Party - \$200

Rights - Range from \$750-\$950

Spring: Seussical, JR

February 8, 15, 22, 29

March 7, 14, 21, 25, 28

April 8, 11, 18

May 2

Tech - May 6, 7, 8

Performance May 8 @ 6:30pm & May 12 @ 3pm

JUMPING JELLYBEANS

Fee: \$75 for each 45 minutes

Two 4 week sessions in 2024

HPYTC end of the year banquet - \$500

Broadway Workshop: \$650 each workshop

Two throughout the year

HPYTC Camp - 2 week camp - THE LION KING JR

FRESH THEATRE ARTS - \$8,500

Costumes - \$2,000

Staff - \$5,500 (INCLUDES COUNSELORS)

Photos - \$200

Props - \$500

T-shirts - \$300

Fall 204 - Show TBD

Fresh Theatre Arts - \$7,500

Costumes - \$2,000

Staff - \$4,500

Photos - \$200

Props - \$500

T-shirts - \$300

Cast Party - \$200

Rights - Range from \$750-\$950

Fall **REC DANCE!** Fee: \$90 per class

4 classes which meet 8 times each.

**RESOLUTION NO. 1-24-32
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING CONTRACT WITH SEWER & WATER
EVALUATION & REHABILITATION PROCEDURES (SWERP) FOR INSTALLATION
OF A SEWER MAIN LINER ON BRAUN AVENUE**

WHEREAS, there is a need for the installation of an 8” cured in place pipeliner on Braun Avenue between Donaldson and Valentine Streets; and

WHEREAS, three quotes were solicited and two quotes were received as follows:

Sewer & Water Evaluation & Rehabilitation Procedures	\$17,940.00
EnTech Infrastructure	\$24,900.00
Vortex	no quote provide; and

WHEREAS, Utility Service Affiliates, Inc. (Highland Park) a subsidiary of Middlesex Water Company has recommended that said services be purchased from Sewer & Water Evaluation & Rehabilitation Procedures, Bristol, PA based on their quote for same; and

WHEREAS, funds shall be available in the 2024 Temporary Budget, Current Fund Account No. U-06-55-603-001 in an amount not to exceed \$17,940.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Finance Director No. 2024-10.

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

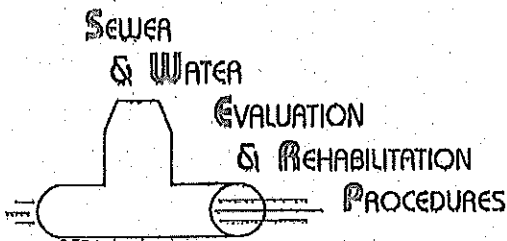
1. The Utility Service Affiliates, Inc. (Highland Park) a subsidiary of Middlesex Water Company is hereby authorized and directed to accept the quote for the installation of 8” cured in place pipeliner on Braun Avenue between Donaldson and Valentine Streets from Sewer & Water Evaluation & Rehabilitation Procedures, (SWERP, Inc.), 1237 Hayes Boulevard, Bristol, PA 19007, at a total cost of \$17,940.00.
2. That a certified copy of this resolution be forwarded to the Superintendent of the Water and Sewer Department and the Chief Financial Officer 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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



Price Quotation

Borough of Highland Park
 221 South Fifth Avenue
 Highland Park, NJ 08904

Revised:
 December 28, 2023

Re: Installation of 8" Cured in Place Pipeliner - Braun Avenue Between Donaldson and Valentine Streets - Highland Park, NJ

<u>Item</u>	<u>Quan.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	1	Lump Sum	Furnish and Install +/-255 LF of 8" Diameter Cured in Place Pipeliner (MH 458 to MH 460)	17,940.00	\$17,940.00
				Total	\$17,940.00

Project Notes:

Pricing is based on installation of one continuous, 8" dia. Polyester-Fiber Felt Tube / Polyester resin constructed cured in place pipeliner (Ferratex) with a wall thickness of 6mm (fully structural liner design per ASTM F-1216 Active Standard.) Liner will be installed by the air inversion process and will be steam cured in accordance with the liner manufacturer specifications. Pricing includes light water jet rinsing of lines and internal robotic reinstatement of active lateral connections, if encountered. Pricing includes removal of existing root mass and one protruding lateral as shown on the video provided.

Pre and post liner installation videos will be submitted in duplicate on USB Drive (DVD upon request.)

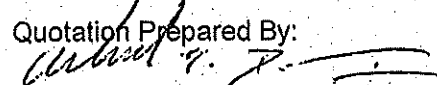
Pricing reflects State of New Jersey Prevailing wages.

Exclusions (Where Applicable):

Bonds, permits, truck access to manholes and traffic control beyond cones and Road Work Ahead Signs are excluded.

An on-site, high volume, potable water source (fire hydrant, etc.) must be provided by the Owner.

Quotation Prepared By:


 Alfred De Vincent
 Estimator

All price quotations are valid for 90 days.

SWERP INCORPORATED • 1237 HAYES BOULEVARD • BRISTOL, PA 19007
 (215) 785-2242 • (800) 507-9377 • FAX (215) 785-2277 • SWERPINC@AOL.COM
 TRENCHLESS REHABILITATION SPECIALISTS

**RESOLUTION NO. 1-24-33
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO RENEW JANITORIAL SERVICES CONTRACT WITH
ACCSES NJ UNDER STATE CONTRACT**

WHEREAS the Borough of Highland Park is in need of janitorial services for six of their buildings, as more fully described on the attached quote; and

WHEREAS, public bids are not required when the purchase is under a State Contract in accordance with N.J.S.A. 40A:11-12 of the Local Public Contracts Law; and

WHEREAS, the Borough desires to purchase said maintenance contract under State Contract No. T-1480/77110, from Association for Choices in Community Supports and Employment Services – NJ (ACCSES), 150 West State Street, Suite 120, Trenton, NJ 08608, at the State contract prices for a period from January 1, 2024 through December 31, 2024; and

WHEREAS, funds for this purpose are available in 2024 Temporary Budget, Current Fund Account No. 4-01-26-310-235, and will be provided for in the 2024 Municipal Budget in an amount not to exceed \$110,000.00 as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-11.

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 Administrator is hereby authorized and directed to execute said maintenance contract for janitorial services under State Contract No. T-1480/77110, from Association for Choices in Community Supports and Employment Services – NJ (ACCSES), 150 West State Street, Suite 120, Trenton, NJ 08608, for a total amount not to exceed \$110,000.00, in accordance with the attached quote.
2. Certified copies of this resolution be forwarded to the Borough Administrator, Superintendent of Public Works, and the Chief Financial Officer.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

November 21, 2023

Emma Von Thun, MPA
Assistant Borough Administrator
Borough of Highland Park
221 S Fifth Ave,
Highland Park, N 08904

Via Email: Evonthun@hpboro.com
Re: Quote JQ112123GHA for renewal janitorial services

Dear Ms. Von Thun:

I would like to thank you for considering ACCSES NJ/CNA Services as the vendor for your cleaning needs. ACCSES NJ is the State's designated Central Non-Profit Agency (CNA), administering the State set-aside contract for people with disabilities under the State Use Law for Rehabilitation Facilities (NJSA30:6-23). Upon review of your request, we are submitting the following pricing based on our state contract T-1480 / 77110, line 89 for janitorial services. At the following locations:

- 39774 sq ft for general janitorial services weekly. Includes buildings; Admin, Community Ctr, Police Dept, Fire Dept, PW, Teen Ctr. This quote excludes the library and includes the additional 200 sq ft for the Fire Department. Pricing is based on SOW proved by the customer.

- **Unit cost \$2.678 per square foot, line 89 (Customer providing supplies.)**
- **Total for services monthly \$8876.23 / Yearly 106,514.77 (2.89% incr)** Pricing based on calendar year 2024.

Thank you for the opportunity to price this project. We look forward to working with you further. If there are any questions, please feel free to contact me at ghutchinson@accsesnj.org or via cell at 609-414-2606.

Thank you,

Garth Hutchinson
Regional Building Services Manager
609-414-2606
ghutchinson@accsesnj.org

**RESOLUTION NO. 1-24-34
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPOINT HOUSING AUTHORITY MEMBER –
PADRAIC MILLET**

BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that the following shall be and are hereby be appointed to serve as a members of the Highland Park Housing Authority for a term to expire as indicated:

Padraic Millet December 31, 2026

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 1-24-35
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE OFF-PREMISES RAFFLE LICENSE
HIGHLAND PARK ATHLETIC TEAMS BOOSTERS, INC.**

WHEREAS, the Highland Park Athletic Teams Boosters, Inc. has made application to the Borough Council of the Borough of Highland Park for a license to hold, operate and conduct a Off-Premises Raffle for merchandise in accordance with the Raffles Licensing Law (NSJA 5:8-50 to 76), on March 1, 2024; and

WHEREAS, the Borough Council has made or caused to be made an investigation of the qualifications of said applicant and the merits of said application and have determined that said applicant is qualified to hold, operate and conduct Raffles in accordance with the Raffles Licensing Law and the findings set forth in the Form 5A of the Legalized Games of Chance Control Commission.

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 Borough Clerk is hereby authorized and directed to issue a license to the Highland Park Educational Foundation, Inc., for the holding, operation and conduct of a raffle on the above date upon payment of a legal fee therefor, subject to the provisions of the Raffles Licensing Law and the rules, regulations and amendments thereto promulgated by said Control Commission.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 1-24-36
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE ARM CHAIR RAFFLE LICENSE
HIGHLAND PARK ATHLETIC TEAMS BOOSTERS, INC.**

WHEREAS, the Highland Park Athletic Teams Boosters, Inc. has made application to the Borough Council of the Borough of Highland Park for a license to hold, operate and conduct a Arm Chair Raffle for merchandise in accordance with the Raffles Licensing Law (NSJA 5:8-50 to 76), on April 13, 2024; and

WHEREAS, the Borough Council has made or caused to be made an investigation of the qualifications of said applicant and the merits of said application and have determined that said applicant is qualified to hold, operate and conduct Raffles in accordance with the Raffles Licensing Law and the findings set forth in the Form 5A of the Legalized Games of Chance Control Commission.

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 Borough Clerk is hereby authorized and directed to issue a license to the Highland Park Educational Foundation, Inc., for the holding, operation and conduct of a raffle on the above date upon payment of a legal fee therefor, subject to the provisions of the Raffles Licensing Law and the rules, regulations and amendments thereto promulgated by said Control Commission.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-37
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE BINGO LICENSE

WHEREAS, the Highland Park Highland Park Athletic Teams Boosters, Inc. has made application to the Borough Council of the Borough of Highland Park for a license to hold, operate and conduct games of chance commonly known as Bingo in accordance with the Bingo Licensing Law (NSJA 5:8-24 to 49), on March 1, 2024; and

WHEREAS, the Borough Council has made or caused to be made an investigation of the qualifications of said applicant and the merits of said application and have determined that said applicant is qualified to hold, operate and conduct Bingo in accordance with the requirements of the Bingo Licensing Law and the findings set forth in Form 5A of the Legalized Games of Chance Control Commission;

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

1. The Borough Clerk shall be and is hereby authorized and directed to issue a license to the Highland Park Educational Foundation for the holding, operation and conduct of games of chance commonly known as Bingo upon payment of a license fee, subject to the provisions of said Licensing Law and the rules, regulations and amendments thereto promulgated by said Control Commission.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION 1-24-38
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWAL WITH THE
LOWER RARITAN WATERSHED ASSOCIATION AT 101 RARITAN AVENUE**

WHEREAS, the Borough of Highland Park is the owner of 101 Raritan Avenue, Block 1704, Lot 48; and

WHEREAS, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

WHEREAS, on April 5, 2022 the Borough Council of the Borough of Highland Park adopted Ordinance No. 22-2047 authorizing a lease agreement with the Lower Raritan Watershed Partnership for use of 101 Raritan Avenue; and

WHEREAS, by Resolution 1-23-42, adopted on February 7, 2023, the Borough Council authorized the execution of a lease agreement with Lower Raritan Watershed Partnership for 101 Raritan Avenue; and

WHEREAS, the lease agreement with Lower Raritan Watershed Partnership ended on December 31, 2023; and

WHEREAS, the Borough and the Lower Raritan Watershed Partnership wish to renew the lease agreement for another year, or until such time the Borough needs the property to advance its redevelopment plans or the Lower Raritan Watershed Partnership no longer has use for the facility.

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

1. The Mayor and Borough Clerk are hereby authorized to execute the attached lease agreement with the Lower Raritan Watershed Partnership for 101 Raritan Avenue for term expiring on December 31, 2024.

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 January 16, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

LEASE

This Lease is made on this 16th day of January 2024, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and Lower Raritan Watershed Partnership, a nonprofit corporation of the State of New Jersey, PO Box 446, New Brunswick, New Jersey 08903 (hereinafter referred to as the “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant 101 Raritan Avenue, Highland Park, New Jersey 08904 (“Property”).
2. Term. The term of this Lease shall be from January 1, 2024 and ending December 31, 2024, with an option for the Tenant to continue on a month-to-month basis thereafter.
3. Rent. The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenants for their nonprofit programming including, but not limited to, its Paddle Build Workshops and Community Boat Building programs as well as other programs devoted to the conserving, protecting and restoring the lands and waters of the Raritan River.
4. Use of Property. The Tenant agrees to accept the Property in “as-is” condition. The Tenant further agrees to clean the interior of the Property and also beautify the exterior of the Property including, but not limited to, the installation of planters and appropriate signage, as permitted by the Landlord’s signage regulation indicating the Tenant’s use of the Property. The Tenant further agrees to use the Property to

communicate stormwater best management practices as a part of the Landlord MS4 stormwater outreach requirements and to assist making the link between resident environmental stewardship and water quality improvements in the Raritan River.

The Tenant also agrees to the following programming during the term of the Lease including:

- A. Tabling at the Highland Park Earth Day event.
 - B. Targeted outreach to, and engagement of, the Highland Park community for an 8-week boat build workshop hosted by the Tenant.
 - C. Community activity water quality monitoring of the Landlord's Mill Brook, a tributary of the Raritan River, making the link between stormwater management and water quality.
 - D. Development of the "Soak Up the Rain" Newsletter for the Landlord's Stormwater Webpage, including overview of the Boat Build Initiative.
 - E. Ongoing Raritan River clean-up events in partnership with the Borough and Middlesex County Parks.
5. Sublease. The Tenant shall not sublease any portion of the Property.
 6. Utilities/Maintenance. The Tenant shall be responsible for the payment of any and all utilities associated with the Property. The Tenant agrees to maintain adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order to not create a fire hazard.
 7. Locks. The Tenant shall, at all times, provide the Landlord with a key to the subject Property and shall not add locks or change the locks without first providing Landlord with a key for the new locks.

8. Care of the Property. The Tenant accepts the Property in its present condition. The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease. The Tenant shall be responsible for all routine repairs, replacement and damages caused by the act or neglect of the Tenant and/or the Tenant's employees, contractors, subcontractors and visitors. The Tenant will remove all of the Tenant's property at the end of the Lease. The Landlord shall be responsible for the repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.
9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations or improvements to the Property.
10. Signage. The Tenant may attach a sign to the Property in compliance with the Landlord's sign ordinance.
11. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
12. Maintenance. The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease. The Tenant shall be solely responsible for the condition, repairs, maintenance to and replacement of any services to the Property, compliance with all codes and regulations affecting the Property or the Tenant's use of the Property. In the case of damage to the Property caused by the Tenant's

removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.

13. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof and major structural repairs only, unless caused by the Tenant's misuse or negligence.
14. Insurance. The Landlord shall provide general liability and fire insurance for the Property.
15. Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.
16. Tenant's Covenants. The Tenant covenants to the Landlord that it shall:
 - (a) Pay for all routine repairs, replacements and damages to the Property.
 - (b) Continuously operate the programming of Tenant.
 - (c) Keep and maintain the Property and grounds in a neat, clean, safe and sanitary condition and, if necessary, hire janitorial services to this end.
 - (d) Take good care of the Property and all equipment and fixtures.
 - (e) Keep the sidewalk and entryway free from dirt and garbage.
 - (f) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
 - (g) Promptly notify the Landlord when there are conditions which need repair.
 - (h) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash

collection.

- (i) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (j) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
- (k) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
- (l) Do nothing to destroy, deface, damage or remove any part of the Property.
- (m) Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
- (n) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.

17. Quiet Enjoyment. The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

18. Hazardous Use. The Tenant will not store on the Property anything which is flammable or explosive.

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

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

21. Fire and Extended Coverage. The Tenant shall insure the Tenant's property within the Property. The Landlord shall not be responsible for any damage to the Tenant's property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
22. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
23. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
24. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
25. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

 Jennifer Santiago
 Borough Clerk

LANDLORD:
 BOROUGH OF HIGHLAND PARK

By: _____
 Mayor Elsie Foster

TENANT:
 LOWER RARITAN WATERSHED
 PARTNERSHIP

 Amy Braunstein, Esq.
 Board Secretary

By: _____
 Heather Fenyk, Ph.D., AICP/PP
 Board President

**RESOLUTION 1-24-39
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWALS WITH THE
REFORMED CHURCH OF HIGHLAND PARK-AFFORDABLE HOUSING
CORPORATION FOR 127-133 RARITAN AVENUE**

WHEREAS, the Borough of Highland Park is the owner of 127-133 Raritan Avenue, Block 1704, Lots 41 and 42, also formerly known as the Rutgers Gun and Boat Shop; and

WHEREAS, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

WHEREAS, on November 9, 2021 the Borough Council of the Borough of Highland Park adopted Ordinance No. 21-2037 authorizing lease agreements with the Reformed Church of Highland Park-Affordable Housing Corporation (RCHP-AHC) for use of the first floor storefront and garage and the second floor apartment at 127-133 Raritan Avenue; and

WHEREAS, by Resolution No. 1-23-44, adopted on February 7, 2023, the Borough Council authorized a lease agreement with the Reformed Church of Highland Park Affordable Housing Corporation for 127-133 Raritan Avenue for a term expiring December 31, 2023.

WHEREAS, the Borough and the RCHP-AHC wish to renew the lease agreements for a one-year term, or until such time the Borough needs the property to advance its redevelopment plans or the RCHP-AHC no longer has use for the facility.

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

1. The Mayor and Borough Clerk are hereby authorized to execute the attached lease renewal agreements with the Reformed Church of Highland Park-Affordable Housing Corporation for 127-133 Raritan Avenue for a term expiring December 31, 2024.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**BOROUGH OF HIGHLAND PARK – REFORMED CHURCH OF HIGHLAND PARK
AFFORDABLE HOUSING CORPORATION
AFFORDABLE RENTAL HOUSING UNIT AGREEMENT**

This Agreement entered into on this 16th day of January 2024, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices located at 221 S. Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Borough”) and the Reformed Church of Highland Park Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as “RCHP-AHC”).

WITNESSETH:

WHEREAS, the Borough is the owner of property located at 127 Raritan Avenue and 133 Raritan Avenue, known and designated as Block 1704, Lots 41 and 42 on the Borough tax maps, respectively, (hereinafter the “Property”), which property includes a two-story building, with a residential apartment on the second floor and a parking area with delineated parking spots; and

WHEREAS, the Property is currently vacant and the Borough desires to utilize this resource and put it to beneficial use until other plans for redevelopment are developed and implemented; and

WHEREAS, the Borough wishes to provide an affordable housing apartment on the second floor of the aforementioned building and parking spaces for the apartment residents; and

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

WHEREAS, RCHP-AHC is an experienced nonprofit that has served as a valuable community resource and offered assistance to the Borough and community by supporting individuals and families in need; and

WHEREAS, the Borough wishes to lease the second floor apartment to RCHP-AHC so it can provide an affordable housing unit for a qualified tenant; and

WHEREAS, the Borough has determined that the residential apartment unit on the second floor of the building located at 127 Raritan Avenue and two parking spaces located at 133 Raritan Avenue are not currently needed for any other public use.

NOW, THEREFORE, the Borough and RCHP-AHC agree as follows:

1. The Borough agrees to lease the apartment located at 127 Raritan Avenue and two (2) parking spaces located at 133 Raritan Avenue to the RCHP-AHC to be utilized as affordable housing and parking for qualified Borough residents for a term ending on December 31, 2024.
2. RCHP-AHC shall pay one thousand (\$1,000.00) dollars per month to the Borough in consideration for leasing the space.
3. RCHP-AHC shall be responsible for repairs and/or modifications of the residential apartment so that a certificate of occupancy can be issued for use of the apartment.
4. RCHP-AHC shall be responsible for identifying a tenant who qualifies for affordable housing to reside in the apartment.
5. RCHP-AHC shall be responsible for ongoing maintenance of the residential unit throughout the term of the lease agreement, including snow removal from the parking area and sidewalks.

6. RCHP-AHC shall be responsible for payment of all utilities for the residential unit.
7. Two parking spaces designated by the Borough in the parking lot at 133 Raritan shall be provided strictly for use by the tenant of the affordable housing unit only. If the tenant fails to abide by the parking limitation or location, the Borough shall have the right to discontinue the provision of two parking spaces for the tenant.
8. If during the term of this agreement the Borough determines that it needs access to the building for redevelopment purposes, the Borough shall give RCHP-AHC sixty (60) days' notice to vacate so that alternative housing can be found for the tenant.
9. The initial term of this agreement shall be for one (1) year, with options for one (1) year renewals. The RCHP-AHC shall notify the Borough Administrator no later than seventy-five (75) days prior to the end of the term if it desires to renew the lease agreement, and the Borough Administrator shall advise the RCHP-AHC no later than sixty (60) days prior to the end of the term if the Borough agrees to renew the agreement for another year.
10. RCHP-AHC shall provide the Borough with a certificate of insurance for general liability and naming Highland Park Borough as an additional insured prior to entering the residential unit to complete the work required for a certificate of occupancy. RCHP-AHC is required to provide a certificate of insurance to the Borough Administrator.
11. Before any tenant takes occupancy, RCHP-AHC shall provide the Borough Administrator with proof that the tenant who occupies the affordable unit has

obtained insurance for the contents of the residential unit or must provide documentation that the tenant understands the risks and have opted not to get coverage.

12. RCHP-AHC shall submit annual reports to the Borough Administrator to meet the requirements of N.J.S.A. 40A:12-14(c), including the activities undertaken in furtherance of the public purpose, the approximate value of cost of such activities, and affirmation of the continued tax-exempt status of RCHP-AHC as a nonprofit corporation pursuant to both State and federal law.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Municipal Clerk

By: _____
Elsie Foster, Mayor

REFORMED CHURCH OF HIGHLAND PARK
AFFORDABLE HOUSING COPORATION

, Secretary

By: _____
, President

**BOROUGH OF HIGHLAND PARK – REFORMED CHURCH OF HIGHLAND PARK
AFFORDABLE HOUSING CORPORATION
AFGHAN REFUGEE SUPPLY STORAGE AGREEMENT**

This Agreement entered into on this 16th day of January 2024, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices located at 221 S. Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Borough”), and the Reformed Church of Highland Park Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as “RCHP-AHC”).

WITNESS

WHEREAS, the Borough is the owner of property located at 127 Raritan Avenue and 133 Raritan Avenue, known and designated as Block 1704, Lots 41 and 42 on the Borough tax maps respectively, (hereinafter the “Property”), which property includes a two-story building with a large storefront, inventory space, and a garage on the first floor of the building at 127 Raritan Avenue and a parking area at 133 Raritan Avenue; and

WHEREAS, the Property is currently vacant and the Borough desires to utilize this resource and put it to beneficial use until other plans for redevelopment are implemented; and

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

WHEREAS, RCHP-AHC is an experienced nonprofit that has served as a valuable community resource and offered assistance to the Borough and community in support of individuals and families in need; and

WHEREAS, the Borough wishes to lease a portion of the building on the Property, namely the storefront and inventory area (excluding the garage) on the first floor of the building

to RCHP-AHC for temporary storage of supplies that are being collected for Afghan refugees;
and

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

WHEREAS, the Borough has determined that a portion of the first floor of the building, including the storefront and inventory area, located at 127 Raritan Avenue, is currently not needed for any other public use.

NOW, THEREFORE, the Borough and RCHP-AHC agree as follows:

1. The Borough shall lease a portion of the Property, more specifically the storefront and inventory area on the first floor of the building (excluding the garage) to RCHP-AHC for a term expiring on December 31, 2024.
2. RCHP-AHC shall pay five hundred (\$500.00) dollars per month to the Borough in consideration for leasing the space.
3. RCHP-AHC shall be responsible for clean-up of the first-floor leased space, including the front windows, with support from the Borough as needed. Requests for assistance from the Borough shall be made through the Borough Administrator.
4. RCHP-AHC shall be responsible for ongoing maintenance of the space it is occupying throughout the term of this agreement, including snow removal from the parking area and sidewalks.
5. This agreement and use of the aforementioned portion of the first floor of the building shall commence terminate on December 31, 2024.

6. RCHP-AHC shall provide the Borough with a certificate of insurance for general liability and naming Highland Park Borough as an additional insured prior to taking occupancy of the lease are of the building.
7. RCHP-AHC shall maintain its tax-exempt status as a nonprofit corporation pursuant to both State and federal law throughout the term of this agreement.
8. This agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party.
9. At the conclusion of the term of this agreement, RCHP-AHC shall submit a report to the Borough Administrator describing the activities undertaken in furtherance of the public purpose of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Municipal Clerk

By: _____
Elsie Foster, Mayor

**REFORMED CHURCH OF HIGHLAND PARK
AFFORDABLE HOUSING COPORATION**

, Secretary

By: _____
, President

**RESOLUTION 1-24-40
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWALS WITH MAIN STREET
HIGHLAND PARK FOR 212 RARITAN AVENUE, FLOOR 1**

WHEREAS, the Borough of Highland Park is the owner of 212 Raritan Avenue, Block 2202, Lot 4; and

WHEREAS, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

WHEREAS, on April 5, 2022 the Borough Council of the Borough of Highland Park adopted Ordinance No. 22-2047 authorizing lease agreements with Main Street Highland Park for use of the first floor of 212 Raritan Avenue as its primary office; and

WHEREAS, by Resolution 1-23-43 adopted on February 7, 2023 the Borough Council authorized the execution a lease agreement with Main Street Highland Park. Said lease agreement ended on December 31, 2023; and

WHEREAS, the Borough and Main Street Highland Park wish to renew the lease agreement for a one-year term, or until such time the Borough needs the property to advance its redevelopment plans.

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

1. The Mayor and Borough Clerk are hereby authorized to execute the attached lease renewal agreements with Main Street Highland Park for 212 Raritan Avenue for term expiring December 31, 2024.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

LEASE

This Lease is made on this 16th day of January 2024, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and MAIN STREET HIGHLAND PARK, a nonprofit corporation of the State of New Jersey, having its principal offices located at 212 Raritan Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the 1st floor office space of 212 Raritan Avenue, Highland Park, New Jersey 08904 (“Property”).
2. Term. The term of this Lease shall be from January 1, 2024 and ending December 31, 2024, with the term automatically renewing at the request of the Tenant for 12 month increments provided, however, that neither the Landlord or Tenant has given written notice to the other at least 90 days before the expiration of the term for non-renewal.
3. Rent. The Landlord shall charge the tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant’s vital and important roles which it plays to ensure the vitality of the Landlord’s downtown area. The Tenant acknowledges that the otherwise Fair Market Value of the Tenant’s rental of the Property would be \$16,800.00 per year.
4. Sublease. The Tenant is permitted to sublease space within the Property but only with the prior written approval of the Landlord, said approval not to be unreasonably withheld.

5. Utilities/Maintenance. The Tenant is responsible for obtaining and paying any and all utilities associated with the Property whether separately metered or not. The tenant also is responsible for obtaining and paying for internet and cable services for the Property. In the event that the Tenant fails to pay any and all such utility bills, the Landlord may pay said bills and deduct the payment from the Landlord's annual appropriation to the Tenant. The Tenant agrees to maintain adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order to not create a fire hazard. The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk and plowing the adjacent parking area.
6. Locks. The Tenant shall, at all times, provide the Landlord with a key to the subject Property and shall not add locks or change the locks without first providing Landlord with a key for the new locks.
7. Use of Property. The Tenant may use the Property as office space for Main Street Highland Park.
8. Care of the Property. The Tenant accepts the Property in its present condition. The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease. The Tenant shall be responsible for all routine repairs, replacement and damages caused by the act or neglect of the Tenant and/or the Tenant's employees, contractors, subcontractors and visitors. The Tenant will remove all of the Tenant's property at the end of the Lease. The Landlord shall be responsible for the repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.
9. Alterations/Improvements. The Tenant shall not, without prior written consent of the

- Landlord, make any alterations, additions, installations or improvements to the Property.
10. Signage. The Tenant may attach a sign to the Property in compliance with the Landlord's sign ordinance.
 11. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
 12. Maintenance. The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease. The Tenant shall be solely responsible for the condition, repairs, maintenance to and replacement of any services to the Property, compliance with all codes and regulations affecting the Property or the Tenant's use of the Property. In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.
 13. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof and major structural repairs only, unless caused by the Tenant's misuse or negligence.
 14. Insurance. The Landlord shall provide general liability and fire insurance for the Property.
 - (a) Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

15. Tenant's Covenants. The Tenant covenants to the Landlord that it shall:
- (a) Pay for all repairs, replacements and damages to the Property.
 - (b) Continuously operate the business of Tenant during normal business hours, and not desert or abandon the Property.
 - (c) Keep and maintain the Property and grounds in a neat, clean, safe and sanitary condition and, if necessary, hire janitorial services to this end.
 - (d) Take good care of the Property and all equipment and fixtures.
 - (e) Keep the sidewalk and entryway free from dirt and garbage.
 - (f) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
 - (g) Promptly notify the Landlord when there are conditions which need repair.
 - (h) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
 - (i) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
 - (j) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
 - (k) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
 - (l) Do nothing to destroy, deface, damage or remove any part of the Property. Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
 - (m) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.
16. Quiet Enjoyment. The Tenant may remain in and use the Property without interference subject to the terms of this Lease.
17. Hazardous Use. The Tenant will not store on the Property anything which is flammable or explosive.
18. Workers' Compensation Insurance. The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by

the Tenant naming the Landlord as an additional insured.

19. Indemnification. Tenant shall defend, save and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
20. Fire and Extended Coverage. The Tenant shall insure the Tenant's property within the Property. The Landlord shall not be responsible for any damage to the Tenant's property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
21. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
22. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
23. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
24. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

Jennifer Santiago
Borough Clerk

LANDLORD:
BOROUGH OF HIGHLAND PARK

By: _____
Mayor Elsie Foster

WITNESS/ATTEST

TENANT:
MAIN STREET HIGHLAND PARK

By: _____

**RESOLUTION 1-24-41
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWALS WITH THE
REFORMED CHURCH-AFFORDABLE HOUSING CORPORATION FOR
212 RARITAN AVENUE, FLOOR 2**

WHEREAS, the Borough of Highland Park is the owner of 212 Raritan Avenue, Block 2202, Lot 4; and

WHEREAS, said property was acquired to advance the Borough’s redevelopment plans and the Mayor and Borough Council of the Borough of Highland Park desire to utilize this resource and put it to beneficial use until such plans are ready for implementation; and

WHEREAS, Ordinance No. 22-2047 authorized a lease agreement with the Reformed Church of Highland Park-Affordable Housing Corporation (RCHP-AHC) for use of the second floor of 212 Raritan Avenue as a year-round emergency shelter for residents on an as-needed basis, including Code Blue emergencies and storm events; and

WHEREAS, by Resolution 1-23-43, adopted on February 7, 2023, the Borough Council authorized the execution of a lease agreement with the Reformed Church of Highland Park-Affordable Housing Corporation for 212 Raritan said lease agreement ended on December 31, 2023; and

WHEREAS, the Borough and the RCHP-AHC wish to renew the lease agreements for a one-year term, or until such time the Borough needs the property to advance its redevelopment plans or the RCHP-AHC no longer has use for the facility.

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

1. The Mayor and Borough Clerk are hereby authorized to execute the attached lease renewal agreements with the Reformed Church of Highland Park-Affordable Housing Corporation for 212 Raritan Avenue for term expiring December 31, 2024.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

LEASE

This Lease is made on this 16th day of January 2024, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and the REFORMED CHURCH OF HIGHLAND PARK – AFFORDABLE HOUSING CORP. (“RCHP- AHC”), a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Tenant”).

1. Property. The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the 2nd floor apartment within 212 Raritan Avenue, Highland Park, New Jersey 08904 (“Property”).
2. Term. The term of this Lease shall be from January 1, 2024 and ending December 31, 2024, with an option for the Tenant to continue on a month-to-month basis thereafter.
3. Rent. The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant operating an emergency shelter referenced herein below for the residents of the Borough of Highland Park.
4. Tenant Responsibilities. In accordance with the Agreement entered into by and between the Landlord and Tenant on December 1, 2020, a copy of which is attached hereto as Exhibit A and made a part hereof, the Tenant agrees to use the Property to

provide emergency shelter year-round to residents of the Borough of Highland Park on an as-needed basis, including Code Blue emergencies, storm events, etc.

5. Sublease. The Tenant shall not sublease any portion of the Property.
6. Utilities/Maintenance. The Landlord is responsible for obtaining and paying any and all utilities associated with the Property. The tenant is responsible for obtaining and paying for internet and cable services for the Property. The Tenant agrees to maintain adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order to not create a fire hazard. The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk and plowing the adjacent parking area.
7. Locks. The Tenant shall, at all times, provide the Landlord with a key to the subject Property and shall not add locks or change the locks without first providing Landlord with a key for the new locks.
8. Care of the Property. The Tenant accepts the Property in its present condition. The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease. The Tenant shall be responsible for all routine repairs, replacement and damages caused by the act or neglect of the Tenant and/or the Tenant's employees, contractors, subcontractors and visitors. The Tenant will remove all of the Tenant's property at the end of the Lease. The Landlord shall be responsible for the repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.

9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations or improvements to the Property.
10. Signage. The Tenant may attach a sign to the Property in compliance with the Landlord's sign ordinance.
11. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
12. Maintenance. The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease. The Tenant shall be solely responsible for the condition, repairs, maintenance to and replacement of any services to the Property, compliance with all codes and regulations affecting the Property or the Tenant's use of the Property. In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.
13. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof and major structural repairs only, unless caused by the Tenant's misuse or negligence.
14. Insurance. The Landlord shall provide general liability and fire insurance for the Property.
 - (a) Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations or

improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

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

- (a) Pay for all repairs, replacements and damages to the Property.
- (b) Continuously operate the shelter when needed.
- (c) Keep and maintain the Property and grounds in a neat, clean, safe and sanitary condition and, if necessary, hire janitorial services to this end.
- (d) Take good care of the Property and all equipment and fixtures.
- (e) Keep the sidewalk and entryway free from dirt and garbage.
- (f) Keep nothing in the Property which is dangerous or might increase the danger of fire or other casualty.
- (g) Promptly notify the Landlord when there are conditions which need repair.
- (h) Promptly remove from the Property all garbage, recycling and debris and take to the curb for collection in compliance with the Landlord's regulations for trash collection.
- (i) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance.
- (j) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
- (k) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
- (l) Do nothing to destroy, deface, damage or remove any part of the Property.
- (m) Do nothing to destroy the peace and quiet of the Landlord's other tenants in the Property.
- (n) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.

16. Quiet Enjoyment. The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

17. Hazardous Use. The Tenant will not store on the Property anything which is flammable or explosive.
18. Workers' Compensation Insurance. The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by the Tenant naming the Landlord as an additional insured.
19. Indemnification. Tenant shall defend, save and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
20. Fire and Extended Coverage. The Tenant shall insure the Tenant's property within the Property. The Landlord shall not be responsible for any damage to the Tenant's property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
21. Notices. Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
22. Validity of Lease. If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
23. Entire Lease. All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.
24. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed hereinbelow.

WITNESS/ATTEST:

 Jennifer Santiago
 Borough Clerk

LANDLORD:
 BOROUGH OF HIGHLAND PARK

By: _____
 Mayor Elsie Foster

TENANT:
 REFORMED CHURCH OF
 HIGHLAND PARK – AFFORDABLE
 HOUSING CORP. (RCHP-AHC)

By: _____

EXHIBIT A

BOROUGH OF HIGHLAND PARK – REFORMED CHURCH OF HIGHLAND PARK AFFORDABLE HOUSING CORPORATION EMERGENCY SHELTER PROGRAM AGREEMENT

This Agreement entered into on this 1st day of December 2020, by and between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its principal offices located at 221 S. Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the "Borough") and the Reformed Church of Highland Park Affordable Housing Corporation, a nonprofit corporation of the State of New Jersey, having its principal offices located at 19 South Second Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "RCHP-AHC").

WITNESS

WHEREAS, the Borough wishes to provide an available shelter to residents needing assistance when a winter Code Blue emergency is declared and a warming shelter is needed; and

WHEREAS, the Borough also wishes to provide temporary housing on an as-needed basis during severe weather incidents or fire damage which renders a residence uninhabitable; and

WHEREAS, the Borough is the owner of real property located 212 Raritan Avenue which has an upstairs apartment which is currently vacant but is maintained by the Borough; and

WHEREAS, RCHP-AHC is an experienced nonprofit that has, in the past, offered assistance to the Borough to operate and manage on a year-round basis an emergency shelter; and

WHEREAS, the Borough has determined that the apartment located at 212 Raritan Avenue is currently not needed for any other public use other than for an emergency shelter use.

NOW, THEREFORE, in consideration of \$10.00 and good and other valuable consideration and the mutual promises set forth hereinbelow, the Borough and RCHP-AHC agree as follows:

1. The Borough agrees to designate the apartment located at 212 Raritan Avenue as an emergency shelter to be utilized to house Borough residents as an emergency shelter during Code Blue emergency declarations during the colder months and year-round to be utilized as an emergency shelter by residents who may have had their residence storm damaged, damaged by fire or other act of god.
2. The Borough hereby designates RCHP-AHC to oversee the operation of the emergency shelter referenced hereinabove. RCHP-AHC shall train and assign a residential manager who may reside in the apartment when it is not in use as an emergency shelter and oversee the operation of the apartment when it is in service as an emergency shelter.
3. RCHP-AHC, in consultation with the Borough Administrator, will be responsible for determining when Borough residents shall be permitted to utilize the above-referenced apartment for temporary shelter. Only residents who have requested emergency shelter through either RCHP-AHC or the Borough shall be permitted to utilize the emergency shelter once approved. The apartment shall not be utilized as a walkup shelter but rather the individual wishing to utilize the shelter must contact either RCHP-AHC or the Borough within a reasonable period of time prior to actually taking occupancy of the shelter.

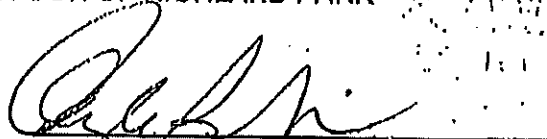
4. The use of the aforementioned apartment shall commence as an emergency shelter on December 1, 2020 and terminate on November 30, 2021.
5. RCHP-AHC shall quarterly submit a report to the Borough Administrator setting out the use to which the shelter was put during the previous quarter and an affirmation of the continued tax exempt status of RCHP-AHC as a nonprofit corporation pursuant to both federal and state law.

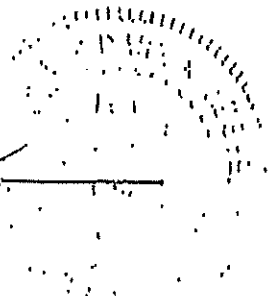
IN WITNESS WHEREOF, the parties have hereunto set their hand and seal the day and date first written above.

BOROUGH OF HIGHLAND PARK


Jennifer Santiago, Deputy Clerk

By:

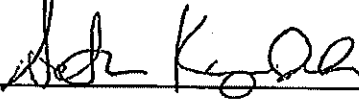

Gayle Brill Mittler, Mayor



REFORMED CHURCH OF HIGHLAND PARK
AFFORDABLE HOUSING CORPORATION

Secretary

By:



President (CSO)

**RESOLUTION 1-24-42
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING LEASE RENEWAL WITH
RAICES CULTURAL CENTER AT 20-40 RIVER ROAD, ALSO KNOWN AS THE
EUGENE M. YOUNG ENVIRONMENTAL EDUCATION CENTER**

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

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

WHEREAS, on June 20, 2023 the Borough Council of the Borough of Highland Park adopted Ordinance No. 23-2072 authorizing a lease agreement with Raices Cultural Center for use of 20-40 River Road; and

WHEREAS, the lease agreement with Raices Cultural Center ended on December 31, 2023; and

WHEREAS, the Borough and Raices Cultural Center wish to renew the lease agreement for another year; and

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

1. The Mayor and Borough Clerk are hereby authorized to execute the attached lease agreement with Raices Cultural Center for a term expiring on December 31, 2024.

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 January 16, 2023.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

LEASE

This Lease is made on this 16th day of January 2024, between the Borough of Highland Park, a municipal corporation of the State of New Jersey, having its offices located at 221 South Fifth Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as the “Landlord”) and Raices Cultural Center, a nonprofit corporation of the State of New Jersey, having its principal address located at P.O. Box 5701 New Brunswick, New Jersey 08901, its representatives, agents, employees, assigns or successors (hereinafter referred to as “Tenant”).

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant, Block 502, Lot 6 on the Borough tax maps, and located at 20-40 River Road, Highland Park, New Jersey 08904, commonly known as the Highland Park Environmental Center. (“Property”).
2. **Term.** The term of this Lease shall be from January 1, 2024, and ending December 31, 2024, with the term renewing annually at the request of the Tenant for up to one additional year provided, however, that neither the Landlord nor Tenant has given written notice to the other at least (90) days before the expiration of the term for non-renewal.
3. **Rent.** The Landlord shall charge the Tenant the sum of Ten Dollars (\$10.00) for the entire term of this Lease. The Landlord is making the Property available to the Tenant for this nominal rent in recognition by the Landlord of the Tenant’s vital and important roles which it plays to ensure the vitality of the Landlord’s conservation and recreation district.
4. **Sublease.** The Tenant acknowledges that subletting is strictly prohibited.
5. **Utilities.**
 - (a) The Landlord is responsible for obtaining and paying any and all utilities associated with the Property whether separately metered or not.
 - (b) The Tenant is responsible for obtaining and paying for internet, and cable for the Property.
 - (c) In the event that the Tenant fails to pay any and all such utility bills, the Landlord may pay said bills and deduct the payment from the Landlord’s annual appropriation to the Tenant.
6. **Locks.** The Tenant shall not alter, change, or alter security access without the explicit consent of the Landlord.

7. Use of Property.

- (a) The building and grounds are to be maintained as a multi-functional meeting and event space for the benefit of the residents of the Borough of Highland Park that is also utilized by Borough boards, commissions and committees.
- (b) The Tenant may use the Property as office/event space for Raices Cultural Center.
- (c) The Tenant agrees to be the steward of the Property. The Tenant shall, in a fair and equitable manner, coordinate, manage, and maintain the Property event calendar and submit all requests for the use of the Property to the Landlord for approval.
- (d) The Tenant shall ensure that the Property is made available to the Borough of Highland Park, its residents, and any entity, group, person, or persons authorized by the Landlord to use the Property.
- (e) The Borough shall require authorized users to make Property use requests at least one month in advance of the meeting date.
- (f) In the event of a Property use conflict, the Borough Administrator shall be informed and render a decision as to how to solve the conflict equitably.

8. Care of the Property.

- (a) The Tenant accepts the Property in its present condition.
- (b) The Tenant agrees to maintain the Property in as good condition as it was in at the time the Tenant first took occupancy of the Property prior to the execution of this Lease.
- (c) The Tenant shall be responsible for all repairs, replacement and damage caused by the act or neglect of the Tenant and/or the Tenant's agents, representatives, employees, assigns, contractors, subcontractors, and visitors.
- (d) The Tenant will remove all of the Tenant's Property at the end of the Lease.
- (e) The Tenant shall upon discovery of a structural defect, failure of any major system, or a dangerous condition, notify the Landlord and make a written request for repair.
- (f) In the event the Tenant fails, within a reasonable time, to notify the Landlord of emergent and/or necessary structural or infrastructural defect and said failure results in additional damage to the Property, the Tenant shall reimburse the Landlord for all costs arising from or related to the damage.

- (g) The Landlord shall be responsible for the routine repair and maintenance of any of the major systems within the Property including but not limited to the roof, heating system, etc.
- 9. Alterations/Improvements. The Tenant shall not, without prior written consent of the Landlord, make any alterations, additions, installations, or improvements to the Property.
- 10. Construction/Mechanic's Liens. The Tenant shall not permit any construction or mechanic's liens to be filed against the Property.
- 11. Maintenance.
 - (a) The Landlord shall be responsible for normal and customary infrastructure maintenance of the Property, unless explicitly otherwise agreed in writing.
 - (b) The Landlord shall be responsible for shoveling snow and ice from the adjacent sidewalk.
 - (c) The Tenant shall provide regular custodial maintenance for the Property, including any service required to maintain the cleanliness, health, safety, and appearance of the Property.
 - (d) The Tenant shall maintain the exterior structure and grounds to ensure the outdoor areas are clean, beautiful, and orderly. The Landlord shall provide routine grounds maintenance including but not limited to pruning, landscaping, and mowing of the Property's existing features.
 - (e) The Tenant shall ensure that there is adequate heat in the Property so that the pipes do not freeze and further agrees not to overload any of the circuits within the Property in order not to create a fire hazard.
 - (f) The Tenant shall be responsible to repair, maintain and replace all aspects of the Property, including, but not limited to, interior floors, walls, ceilings, plumbing and electrical installations and shall see that all systems are in proper working order at the end of the Lease.
 - (g) In the case of damage to the Property caused by the Tenant's removal or termination of this Lease, the Tenant shall restore the Property to good order and condition.
- 12. Major Structural Systems. The Landlord shall be responsible for the heater, hot water heater, roof, and major structural repairs only, unless caused by the Tenant's misuse or negligence.
- 13. Insurance.
 - (a) The Tenant shall maintain and register a certificate of insurance reflecting a minimum general liability policy of \$500,000 pursuant to, N.J.S.A.

40A:10A- 1, et. seq. The Tenant shall also maintain fire insurance.

- (b) The Tenant shall name the Landlord as an additional insured to all general liability, excess liability, workers compensation, fire, and/or flood insurance policies.
- (c) The Landlord shall provide general liability and fire insurance for the Property which shall be in excess to the Tenant's general liability, fire, and/or flood insurance.
- (d) Access to the Property. The Landlord shall have access to the Property at any time to (a) inspect the Property; (b) make necessary repairs, alterations, or improvements; (c) supply services; and (d) have entry to the Property at any time without notice to the Tenant in the case of emergency.

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

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

- (l) Use all electric, heat, plumbing and other facilities safely and only in reasonable capacities and times.
 - (m) Use no more electricity than the wiring or feeders to the Property can safely carry and only in reasonable capacity and times.
 - (n) Do nothing to destroy, deface, damage, or remove any part of the Property.
 - (o) Do nothing to destroy the peace and quiet of the Landlord other tenants or persons in the neighborhood.
 - (p) Promptly comply with all orders and rules of the Board of Health or other authorities governing the Property which are directed to the Tenant.
15. **Quiet Enjoyment.** The Tenant shall perform all of the covenants and agreements herein to be performed by the Tenant. At all times during the lease, Tenant shall have peaceful and quiet enjoyment of the Property against any person claiming by, through or under the Landlord.
16. **Hazardous Use.** The Tenant will not store on the Property anything which is hazardous, flammable, or explosive including but not limited to lithium-ion batteries.
17. **Workers' Compensation Insurance.** The Tenant will at all times during the term of this Lease maintain Workers' Compensation Insurance covering all persons employed by the Tenant naming the Landlord as an additional insured.
18. **Indemnification.** Tenant shall defend, save, and hold the Landlord harmless from and against all liability, claims and demands on account of personal injuries on the Property or loss or any damage or any kind whatsoever arising out of the Tenant's occupancy and/or use of the Property. The Landlord shall be named as an additional insured on the Tenant's Comprehensive General Liability Insurance.
19. **Fire and Extended Coverage.** The Tenant shall insure the Tenant's Property within the Property. The Landlord shall not be responsible for any damage to the Tenant's Property by fire or other peril. A Certificate of Insurance shall be provided by the Tenant to the Landlord to evidence this insurance coverage.
20. **Notices.** Any notice required or permitted under this Lease shall be given in writing at the address set forth hereinabove.
21. **Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease shall remain in effect.
22. **Entire Lease.** All promises the Landlord and Tenants have made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both parties.

23. Signatures. The Landlord and Tenant agree to the terms of this Lease as executed herein below.

WITNESS/ATTEST:

Jennifer Santiago
Borough Clerk

LANDLORD:
BOROUGH OF HIGHLAND PARK

By: _____
Mayor Elsie Foster

TENANT:
RAICES CULTURAL CENTER

Date:

By: _____

RESOLUTION NO. 1-24-43

**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. 1-24-12, which was adopted on January 2, 2024, showing the names, titles and salaries of the officers and employees of the Borough of Highland Park, is amended as follows:

- Shawn Wang, Seasonal Help (Recreation), \$16.00 hourly, effective 1/01/2024
- Michael Cedarbaum, Seasonal Help (Recreation), \$16.00 hourly, effective 1/01/2024
- Roie Cedarbaum, Seasonal Help (Recreation), \$16.00 hourly, effective 1/01/2024
- Luke Cheslock, Seasonal Help (Recreation), \$16.00 hourly, effective 1/01/2024
- Edward Corson, Driver (pre-94), \$39.83 hourly, effective 1/01/2024
- Maureen Pampinto, Deputy Registrar, \$2,000.00 annually, effective 1/16/2024

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 foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on January 16, 2024

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-44
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING THE ISSUANCE OF A BUSINESS LICENSE TO ANJA LIFE, LLC TO OPERATE AN ADULT PERSONAL-USE CANNABIS BUSINESS WITHIN THE BOROUGH OF HIGHLAND PARK

WHEREAS, the Mayor and Council of the Borough of Highland Park have adopted Chapter 136 of the “Code of the Borough of Highland Park” which authorizes the operation of adult personal-use cannabis businesses within the Borough; and

WHEREAS, ANJA Life, LLC has applied for the issuance of a business license to operate an adult personal-use cannabis business at 225 Woodbridge Avenue within the Borough; and

WHEREAS, ANJA Life, LLC has received permission from the New Jersey Cannabis Regulatory Commission (“CRC”) to operate an adult personal-use cannabis business and has been issued a State License Number RE000312 for the operation of said business; and

WHEREAS, ANJA Life, LLC has satisfied all of the licensing requirements of Chapter 136 in order to obtain a business license from the Borough to operate an adult personal-use cannabis business.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 136-7.F of the “Code of the Borough of Highland Park”, the Clerk of the Borough of Highland Park is hereby authorized and directed to issue a business license to ANJA Life, LLC in order to operate at 225 Woodbridge Avenue an adult personal-use cannabis business.

The authorization contained herein shall be retroactive to January 9, 2024.

A certified true copy of this Resolution together with the authorized business license shall be provided to ANJA Life, LLC on the adoption of this Resolution.

I, Jennifer Santiago, 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 Borough Council of said Borough on the 16th day of January 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

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**RESOLUTION NO. 1-24-45
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING EXECUTIVE SESSION

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

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

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

1. The public shall be excluded from the closed session at close of tonight’s open session.
2. The general nature of the subject matter to be discussed is as follows:

Executive Session: 1. Litigation – JSM at Highland Park v. Highland Park
 2. Redeveloper Negotiations – Tract A
3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.
4. This Resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-46
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 1/16/2024 can be found in the Bills List Journal Book No. 44.

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 January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 1-24-47
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that transfers of 2023 budget appropriation balances shall be made as follows:

Budget Transfer #2

Description CURRENT FUND	From	To
Mayor & Council OE	3,000.00	
Street Lighting		3,000.00
	3,000.00	3,000.00
	3,000.00	0.00

WATER/SEWER UTILITY

Water Sewer OE	7,000.00	
Purchase of Water		7,000.00
	7,000.00	7,000.00
	7,000.00	7,000.00

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of Resolution adopted by the Borough Council of said Borough on January 16, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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