

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
FEBRUARY 6, 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:
 - January 2, 2024 Reorganization 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.
 - 11.a **Ordinance No. 24-2081** 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
 - a. Public Hearing
 - b. **MOTION** to adopt/reject Ordinance 24-2081

ROLL CALL VOTE

12. Ordinances Requiring a First Reading.
 - 12.a **Ordinance No. 24-2082** Calendar Year Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a CAP Bank (N.J.S.A. 40A:4-45.14)

MOTION to approve/reject Ordinance No. 24-2082, authorize publication as required by law, and set up public hearing for February 20, 2024 **ROLL CALL VOTE**

13. Consent Agenda Items - Resolutions.

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

- 13.a *2-24-48 Resolution Authorizing Execution of Agreement for Risk Management Services - Balken Risk Management Consulting Services, LLC.
- 13.b *2-24-49 Resolution to Approve Professional Services Agreement - Borough Attorney - Sapana Shah, Esq. - Rainone Coughlin Minchello
- 13.c *2-24-50 Resolution to Approve Professional Services Agreement - Tax Appeal Attorney - Martin Allen, Esq. - DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C.
- 13.d *2-24-51 Resolution to Approve Professional Services Agreement - Labor Attorney - Arthur Thibault, Esq. - Apruzzese, McDermott, Mastro & Murphy, P.C.
- 13.e *2-24-52 Resolution to Approve Professional Services Agreement - Bond Counsel - Wilentz, Goldman & Spitzer
- 13.f *2-24-53 Resolution to Approve Professional Services Agreement - Borough Engineer -

Bruce Koch - CME Associates

- 13.g *2-24-54 Resolution to Approve Professional Services Agreement - Borough Planner - James Constantine/Christopher Cosenza - LRK Inc.
- 13.h *2-24-55 Resolution to Approve Professional Services Agreement - Borough Auditor - Gerard Stankiewicz - Samuel Klein and Company.
- 13.i *2-24-56 Resolution to Approve Professional Services Agreement - Special Redevelopment Attorney - Joseph Baumann - McManimon, Scotland & Baumann, LLC
- 13.j *2-24-57 Resolution to Approve Professional Services Agreement - Borough Prosecutor - Robert Janzekovich, Esq. - Law Office of Robert J. Janzekovich, LLC
- 13.k *2-24-58 Resolution to Approve Professional Services Agreement - Public Defender - Frederick Roselli, Esq. - Roselli & Roselli
- 13.l *2-24-59 Resolution to Approve Professional Services Agreement - Planning Board Attorney - Roger Thomas, Esq., - Dolan and Dolan
- 13.m *2-24-60 Resolution to Approve Professional Services Agreement - Planning Board Engineer - Bruce Koch - CME Associates
- 13.n *2-24-61 Resolution to Approve Professional Services Agreement - Zoning Board of Adjustment Attorney - Roger Thomas, Esq., - Dolan and Dolan
- 13.o *2-24-62 Resolution to Approve Professional Services Agreement - Special COAH Planner - Brain M. Slaugh, PP, AICP, - Clarke Caton Hintz
- 13.p *2-24-63 Resolution to Approve Professional Services Agreement - Zoning Board of Adjustment Engineer - Bruce Koch - CME Associates
- 13.q *2-24-64 Resolution to Approve Professional Services Agreement - Municipal Planner - Planning Board - Christopher Cosenza - LRK
- 13.r *2-24-65 Resolution to Approve Professional Services Agreement - Municipal Planner - Zoning Board of Adjustment - Christopher Cosenza - LRK
- 13.s *2-24-66 Resolution to Approve Professional Services Agreement with McManimon, Scotland & Baumann LLC for Continued Legal Services related to Litigation - JSM vs. HP
- 13.t *2-24-67 Resolution Authorizing a Professional Services Agreement with LRK, Inc. for Professional Planning Services related to Preparation of a Redevelopment Plan for 810 No. 2nd Avenue, Block 503, Lot 24

- 13.u *2-24-68 Resolution Authorizing Professional Services Agreement with NV5 for Continued Engineering and Design Services related to the 2016 Safe Routes to School Project
- 13.v *2-24-69 Resolution to Authorize 2024 Maintenance Contract with Gold Type Business Machines Under State Contract for the E-Ticketing System
- 13.w *2-24-70 Resolution to Approve Year-Four Payment for Body Cameras and Services with Axon Enterprise Inc. for the Highland Park Police Dept.
- 13.x *2-24-71 Resolution to Authorized Service Contract with Let's Think Wireless (LTW) for Highland Park Police Department Video Cameras and Swipe Card Systems
- 13.y *2-24-72 Resolution to Approve 2024 Radio Maintenance Contract under State Contract for Highland Park Police Radios with Tactical Public Safety
- 13.z *2-24-73 Resolution Authorizing Application to NJ Department of Community Affairs for Local Recreation Improvement Grant
- 13.aa *2-24-74 Resolution Authorizing Application to NJ Board of Public Utilities for Their Community Energy Plan Implementation Grant
- 13.ab *2-24-75 Resolution Authorizing Professional Services Agreement with Richview Consulting for Routine Tree Evaluations
- 13.ac *2-24-76 Resolution to Authorize Purchase of Rock Salt through the Middlesex County Cooperative Purchase Program
- 13.ad *2-24-77 Resolution to Authorizing Emergency Repairs to DPW Garbage Truck with On-Site Fleet Service Inc.
- 13.ae *2-24-78 Resolution to Authorize Copier Lease Renewals under State Contract with Ricoh USA, Inc.
- 13.af *2-24-79 Resolution Authorizing Pay Estimate No. 6 to Molba Carpentry, Inc. t/a Molba Construction for the Highland Park Public Library Interior Renovations Project
- 13.ag *2-24-80 Resolution to Approve Change Order No. 8 with Molba Carpentry, Inc. t/a Molba Construction for Highland Park Library Interior Renovation Bid
- 13.ah *2-24-81 Resolution to Approve Bills List

14. Resolutions requiring a Separate Reading.

- 14.a 2-24-82 Resolution to Amend 2024 Municipal Temporary Budget
MOTION adopt/reject **ROLL CALL VOTE**

15. Appointments.

Board of Health

Jennifer Perry-Hidalgo

MOTION

ROLL CALL VOTE

Human Relations Commission

Bryant Fitzgerald, HPPD Rep.

Caitlyn Dean, HPPD Rep.

NO CONFIRMATION NEEDED

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 20, 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

ORDINANCE NO. 24-2082

**BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

**CALENDAR YEAR ORDINANCE TO EXCEED THE MUNICIPAL
BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK
(N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S. 40A:4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A:4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Mayor and Borough Council of the Borough of Highland Park in the County of Middlesex finds it advisable and necessary to increase its **CY 2024** budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Mayor and Borough Council hereby determines that a 3.5% increase in the budget for said year amounting to **\$157,153.36** in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Mayor and Borough Council of the Borough of Highland Park hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Borough Council of the Borough of Highland Park, in the County of Middlesex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the **CY 2024** budget year, the final appropriations of the Borough of Highland Park shall, in accordance with this ordinance and N.J.S.A. 40A:4-45.14, be increased by 3.5% amounting to **\$550,036.76** and that the CY 2024 municipal budget for the Borough of Highland Park be approved and adopted in accordance with this ordinance; and

BE IT FURTHER ORDAINED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and

BE IT FURTHER ORDAINED that a certified copy of this ordinance, upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced on first reading by title: February 6, 2023

ADOPTED:

ATTEST:

APPROVED:

Jennifer Santiago
Borough Clerk

Elsie Foster
Mayor

**RESOLUTION NO. 2-24-48
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR RISK
MANAGEMENT SERVICES - BALKEN RISK MANAGEMENT CONSULTING
SERVICES, LLC**

WHEREAS, the Borough of Highland Park desires to use Balken Risk Management Consulting Services, LLC for risk management consulting services; 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, the municipality authorizes the Garden State Municipal Joint Insurance Fund (Fund) to pay its Risk Management Consultant a fee as compensation for services rendered, an amount equal to 7% of the Borough's annual assessment as promulgated by the Fund. Said fee shall be paid to the Consultant within thirty (30) days of payment of the Municipality's assessment.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with David L. Balken of Balken Risk Management Consulting Services LLC, 4 Walter E. Foran Blvd, Suite 105B, Flemington, NJ 08822, attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.
3. That certified copies of this Resolution be forwarded to the Borough Administrator, the Garden State Municipal Joint Insurance Fund and Balken Risk Management Services, LLC.

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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

Risk Management Consultant's Agreement

THIS AGREEMENT entered this date of February 6, 2024 between
(member-name) **Borough of Highland Park, County of Middlesex** (hereinafter referred to as
MUNICIPALITY) and (Risk Manager Name) **Balken Risk Management**, (hereinafter referred to as
the CONSULTANT).

WHEREAS, the CONSULTANT has offered to the MUNICIPALITY professional risk management consulting services as required in the bylaws of the **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND** for the Fund year January 1, 2024 to December 31, 2024, and pursuant to P.L. 1993 Chapter 269 (N.J.S.A. 40A:10-36) and;

WHEREAS, the MUNICIPALITY desires these professional services pursuant to the resolution adopted by the Insurance Commission of the MUNICIPALITY at a meeting held on date: February 6, 2024 and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a) Assist the MUNICIPALITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
 - b) Assist the MUNICIPALITY in understanding the various coverages available from the **GARDEN STATE MUNICIPAL JOINT INSURANCE FUND**.
 - c) Review with the MUNICIPALITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the MUNICIPALITY's authorization, place such as coverages outside the FUND.
 - d) Assist the MUNICIPALITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being

Risk Management Consultant's Agreement

understood that this Agreement does not include any appraisal work by the CONSULTANT.

- e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the MUNICIPALITY.
 - f) Review the MUNICIPALITY's assessment as prepared by the FUND and assist the MUNICIPALITY in the preparation of its annual insurance budget.
 - g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) Municipal safety committee meeting per annum to promote the safety objectives and goals of the MUNICIPALITY and the FUND.
 - h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
 - i) Perform any other risk management related services required by the FUND's bylaws.
2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:
- a) The MUNICIPALITY authorizes the FUND to pay its CONSULTANT a fee as compensation for services rendered, an amount equal to 7% of the MUNICIPALITY's annual assessment as promulgated by the FUND. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the MUNICIPALITY's assessment.
 - b) For any insurance coverages authorized by the MUNICIPALITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
 - c) **POLITICAL CONTRIBUTIONS.** This section only applies to the SERVICE PROVIDER if the appointment was not made pursuant to a fair and open process in accordance with N.J.S.A. 19:44a-20.4 et. seq. By acceptance of this Agreement, the SERVICE PROVIDER certifies that in the one-year period preceding the date that this contract is legally authorized that neither the SERVICE PROVIDER business entity nor persons holding 10% or more of the issued and outstanding stock of the

Risk Management Consultant's Agreement

SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity have made any reportable contributions pursuant to N.J.S.A. 19:44a-1 et. seq. that, pursuant to P.L. 2004, c.19 would bar the award of this contract. This includes any reportable contribution to any official, candidate, joint candidates committee or political party representing elected officials or candidates as defined pursuant to N.J.S.A. 19:44a-3(p), (q) and (r) of any member local unit insured by the FUND. Further, the SERVICE PROVIDER and all persons holding 10% or more of the issued and outstanding stock of the SERVICE PROVIDER business entity or entitled to receive the benefit of 10% or more of the revenues and/or profits of the SERVICE PROVIDER business entity shall not make such contributions during the period of this contract.

3. The term of this agreement shall be for **1 (one) year**. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of the Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.
4. **AFFIRMATIVE ACTION.** During the performance of this agreement, the CONSULTANT agrees as follows:
 - a) The CONSULTANT, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The CONSULTANT will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Compliance Officer setting forth provisions of this nondiscrimination clause;
 - b) The CONSULTANT where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation;

Risk Management Consultant's Agreement

- c) The CONSULTANT, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the CONSULTANT's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The CONSULTANT, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.
- e) The CONSULTANT agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- f) The CONSULTANT agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g) The CONSULTANT agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable Federal law and applicable Federal court decisions.
- h) The CONSULTANT agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

Risk Management Consultant's Agreement

- i) The CONSULTANT shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

Borough of Highland Park

Balken Risk Management

Town/Township/Borough/ City of

Risk Manager Company Name

David Balken

Fund Commissioner

Risk Manager Name
David L. Balken

February 6, 2024

JAN 8th 2024

Date

Date

**RESOLUTION NO. 2-24-49
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICE
AGREEMENT FOR BOROUGH ATTORNEY – RAINONE COUGHLIN MINCHELLO**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Attorney for the calendar year 2024; and

WHEREAS, the firm Rainone Coughlin Minchello has provided a proposal to the Borough of Highland Park for the sought-after legal services that demonstrates extensive experience in municipal law; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-155-233 in an amount not to exceed \$200,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-12.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and 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 with Rainone Coughlin Minchello, 555 US Highway One South, Suite 440, Iselin, NJ 08830, a copy attached hereto.
2. Notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the Office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Sapana Shah, Esq., Rainone Coughlin Minchello, 555 US Highway One South, Suite 440, Iselin, NJ 08830 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Legal Services during the calendar year 2024; 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 January 1, 2024, 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 January 24, 2024, the amount of said compensation shall not exceed **\$200,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A.* 19:44A-20.1, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A.* 19:44A-20.8 and *N.J.S.A.* 19:44A-20.26, respectively.

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:

RAINONE COUGHLIN MINCHELLO

By: _____
Sapana Shah, Esq.
Attorney at Law, State of New Jersey

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

**RESOLUTION NO. 2-24-50
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - TAX
APPEAL ATTORNEY - MARTIN ALLEN, ESQ. - DIFRANCESCO, BATEMAN,
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.**

WHEREAS, the Borough of Highland Park has need of the services of a Tax Appeal Counsel for the calendar year 2024; and

WHEREAS, Martin Allen, Esq. of the Law firm of Di Francesco, Bateman, Kunzman, Davis, Lehrer & Flaum is an Attorney at Law of the State of New Jersey with extensive experience in tax appeal matters and has heretofore been appointed as Tax Appeal Counsel for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-155-245 in an amount not to exceed \$40,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-13.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Martin Allen, Esq., DeFranscesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., 15 Mountain Boulevard, Warren, NJ 07059, a copy attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Martin Allen, Esq., DiFranscesco, Bateman, Kunzman, Davis, Lehrer & Flaum, PC, 15 Mountain Boulevard, Warren, NJ 07059 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Tax Appeal Counsel Services during the calendar year 2024; 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 January 1, 2024, 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 October 19, 2023, the amount of said compensation shall not exceed **\$40,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said services, if

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

**DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, PC.**

By: _____
Martin Allen, Esq.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2022 to 15-Aug-2025



DIFRANCESCO, BATEMAN, COLEY, YOSPIN
15 MOUNTAIN BOULEVARD
WARREN NJ 07059



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PREVENTION OF FRAUD

TAXPAYER NAME:

DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS

ADDRESS:

15 MOUNTAIN BLVD
WARREN NJ 07059-5574
EFFECTIVE DATE:

10/14/75

TRADE NAME:

SEQUENCE NUMBER:
15699

ISSUANCE DATE:
09/23/75

[Signature]
Director
New Jersey Division of Revenue

FORM REC
105-807-1200-00X

**RESOLUTION 2-24-51
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - LABOR
ATTORNEY - ARTHUR THIBAUT, ESQ. - APRUZZESE, MCDERMOTT, MASTRO &
MURPHY, P.C.**

WHEREAS, the Borough of Highland Park has need of the services of a Labor Attorney for the calendar year of 2024; and

WHEREAS, Arthur Thibault, Esq., is an Attorney at Law of the State of New Jersey with extensive experience in labor relations matters and has heretofore been appointed as Labor Attorney for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4 -01-20-155-234 in an amount not to exceed \$50,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-14.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with Arthur Thibault, Esq., Apruzzese, McDermott, Mastro & Murphy, 25 Independence Boulevard, Liberty Corner, NJ 07938, a proposed copy of which is attached hereto.
2. Notice of this contract shall 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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Arthur Thibault, Esq., Apruzzese, McDermott, Mastro & Murphy, 25 Independence Boulevard, Liberty Corner, New Jersey 07938 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with labor related issues during the calendar year 2024; 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 January 1, 2024, 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 October 16, 2023; the amount of said compensation shall not exceed **\$50,000.00** 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 will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

**APRUZZESE, MCDERMOTT,
MASTRO & MURPHY, P.C.**

By: _____
Arthur Thibault, Esq.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

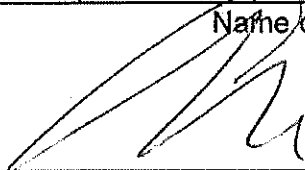
- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

SUBMITTED BY:

Apruzzese, McDermott, Mastro & Murphy, P.C.

Name of Firm



(Authorized Representative Signature)

Arthur R. Thibault Jr., Attorney at Law

Name and Title

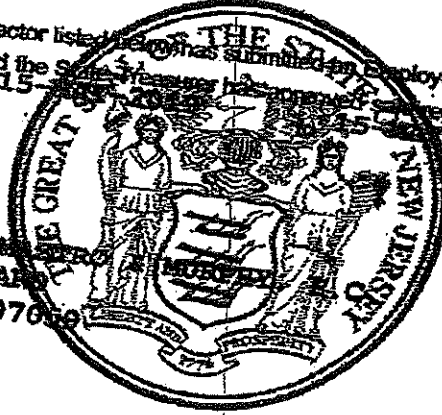
10/16/23

Date

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
GENERAL

Certification 8149

This is to certify that the contractor listed herein has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved the report. This approval will remain in effect for the period of 15-~~2025~~ 2026.



APRUZZESE, MODERMOTT, MAHER
25 INDEPENDENCE BOULEVARD
WARREN TOWNSHIP NJ 07059

Elizabeth Maher MA
ELIZABETH MAHER MA
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 281
TRENTON, NJ 08646-0282

TAXPAYER NAME:

APRUZZESE, MCDERMOT, MASTRO & MURPHY PC

TRADE NAME:

TAXPAYER IDENTIFICATION#:

221-911-336/000

SEQUENCE NUMBER:

0944804

ADDRESS:

25 INDEPENDENCE BLVD
WARREN NJ 07059

ISSUANCE DATE:

08/31/04

EFFECTIVE DATE:

07/22/70

FORM-BRC(08-01)

J.P. & Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**RESOLUTION 2-24-52
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - BOND
COUNSEL - WILENTZ, GOLDMAN & SPITZER**

WHEREAS, the Borough of Highland Park has need of the services of Bond Counsel for bonding and related matters the calendar year of 2024; and

WHEREAS, Wilentz, Goldman & Spitzer, Esqs., is a firm of attorneys at law of the State of New Jersey with extensive experience in bonding and related matters and has heretofore been appointed as Borough Bond Counsel for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, in Finance and various General Capital Accounts, in an amount not to exceed \$40,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-15.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Wilentz, Goldman & Spitzer, 90 Woodbridge Center Drive, Suite 900, Woodbridge, NJ 07095-0958, a copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Charles A. Solimine, Esq., Wilentz, Goldman & Spitzer PA, 90 Woodbridge Avenue, Suite 900, Woodbridge NJ 07095 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with labor related issues during the calendar year 2024; 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 January 1, 2024., 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 October 18, 2023; the amount of said compensation shall not exceed **\$40,000.00** 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 will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

WILENTZ, GOLDMAN & SPITZER PA

By: _____

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO. BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

WILENTZ GOLDMAN & SPITZER, P.A.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

222-282-919/000

SEQUENCE NUMBER:

0000078

ADDRESS:

90 WOODBRIDGE CENTER DR
WOODBRIDGE NJ 07095

ISSUANCE DATE:

08/31/04

EFFECTIVE DATE:

03/27/80

FORM-BRC(08-01)

J.P. S. Tully
Acting Director

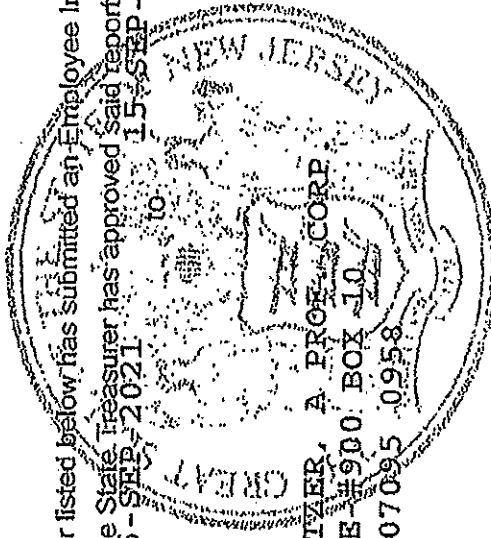
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification 5743

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15 - SEP - 2021~~ to ~~15 - SEP - 2024~~.

WILENTZ, GOLDMAN & SPITZER, A PROFESSIONAL CORPORATION
90 WOODBRIDGE CENTER DRIVE, BOX 10
WOODBRIDGE NJ 07095-0958



Handwritten signature of Elizabeth Maher Muoio in cursive script.

ELIZABETH MAHER MUOIO
State Treasurer

**RESOLUTION 2-24-53
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH ENGINEER – BRUCE KOCH - CME ASSOCIATES**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Engineer for the calendar year of 2024; and

WHEREAS, Bruce Koch, P.E., P.P., CME of CME Associates, is a licensed engineer of the State of New Jersey with extensive experience in municipal engineering and has heretofore been appointed Borough Engineer; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-165-233 in an amount not to exceed \$200,000.00 and will be provided for in the 2024 Municipal Budget as adopted, and in various capital and escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-16.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Bruce Koch, P.E., P.P., CME, CME Associates, 3141 Bordentown Avenue, Parlin, NJ 08859, a copy attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Bruce Koch, P.E. P.P, CME, CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Engineering Services during the calendar year 2024; 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 January 1, 2024, 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 November 2, 2023, the amount of said compensation shall not exceed **\$200,000.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

CME ASSOCIATES

By: _____
Bruce Koch, P.E., P.P., CME



**EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this 27th

day of October, 2023

Bethany L. Ryan
Notary Public, State of New Jersey

BETHANY L. RYAN
NOTARY PUBLIC OF NEW JERSEY
Commission # 2280751
My Commission Expires 10/30/2026

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

David J. Samuel
David J. Samuel, P.E., P.P., C.M.E.
Managing Partner, CME Associates

Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2023** to **15-FEB-2026**

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL NJ 07731 1194



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CONSULTING AND MUNICIPAL ENGINEERS LLC
Trade Name:
Address: 1460 ROUTE 9 SOUTH
HOWELL, NJ 07731
Certificate Number: 2786089
Effective Date: October 31, 2022
Date of Issuance: January 03, 2023

For Office Use Only:
20230103100839074

**RESOLUTION 2-24-54
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - BOROUGH
PLANNER - JAMES CONSTANTINE/CHRISTOPHER COSENZA - LRK INC.**

WHEREAS, the Borough of Highland Park has need of the services of a Planning Consultant for the calendar year of 2024; and

WHEREAS, James Constantine, PP and Christopher Cosenza, PP of LRK, Inc. are licensed professional planners in the State of New Jersey with extensive experience in municipal land use and planning matters and have heretofore been appointed as Borough Planner; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account Nos. 4-01-21-180-233, 4-01-20-170-233, in an amount not to exceed \$100,000.00, and will be provided for in the 2024 Municipal Budget as adopted and in various capital and escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-17.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Jim Constantine, PP of LRK, Inc., 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, a copy attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Jim Constantine, PP, LRK Inc., and Christopher Cosenza, PP of LRK, Inc. 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Planning Consultant Services during the calendar year 2024 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 January 1, 2024, 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 November 1, 2023; the amount of said compensation shall not exceed \$100,000.00 unless amended by further action of the **BOROUGH** for the above mentioned services.

3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

LRK,

By: _____
James P. Constantine, PP
LRK, INC.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

State of New Jersey Business Registration Certificate

02/04/13

Taxpayer Identification# 272-257-638/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (800)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: LRK INC.	TRADE NAME: LOONEY RICKS KISS INC.	
ADDRESS: 175 TOYOTA PLZ STE 500 MEMPHIS TN 38103-2890	SEQUENCE NUMBER: 1569733	
EFFECTIVE DATE: 06/14/10	ISSUANCE DATE: 02/04/13	
FORM-BRC	 Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		



State of New Jersey Certificate of Employee Information Report

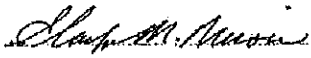
Certification **46366**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Aug-2021 to 15-Aug-2024**

LRK INC.
1505 S. INDEPENDENCE MALL WEST 756
PHILADELPHIA PA 19106




ELIZABETH MAHER MUOIO
State Treasurer

Please note:

Updated EIR will be provided on or around August 15, 2024.



**RESOLUTION NO. 2-24-55
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH AUDITOR - GERARD STANKIEWICZ - SAMUEL KLEIN AND
COMPANY**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Auditor for the annual audit for years ending December 31, 2024 and December 31, 2025; and

WHEREAS, Gerard Stankiewicz of Samuel Klein and Company, is a certified Public Accountant and Registered Municipal Accountant of the State of New Jersey with extensive experience in municipal auditing and has heretofore been appointed Borough Auditor for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account Nos. 4-01-20-135-249 and Account No. 4-05-55-500-275 in an amount not to exceed \$58,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-18.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Gerard Stankiewicz of Samuel Klein and Company, 36 West Main Street, Suite 303, Freehold, NJ 0772, a copy is attached hereto.
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 February 6, 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
OF MUNICIPAL AUDIT
FOR YEAR ENDED DECEMBER 31, 2024**

THIS AGREEMENT made this 1st day of January 2024

BETWEEN

THE BOROUGH OF HIGHLAND PARK, a Municipal Corporation, in the County of Middlesex, State of New Jersey, hereinafter designated as the "Borough":

AND

GERARD STANKIEWICZ, CPA, RMA, of the firm Samuel Klein and Company, LLP, maintaining offices at 36 West Main Street, Suite 303, Freehold, County of Monmouth, in the State of New Jersey, hereinafter designated as the "Auditor".

The Borough Council of the Borough of Highland Park, pursuant to N.J.S.A. 40A:5-4, is required to have an annual audit performed on the books of the Borough of Highland Park and accordingly has passed a Resolution dated January 1, 2024 retaining the services of Gerard Stankiewicz, CPA, RMA for said purpose for the year.

This contract was awarded in accordance with a Request for Qualifications responded in accordance with the November 2, 2023 deadline under the Fair and Open process as required by N.J.S.A. 19:44A-2.8.

The administration of the Borough of Highland Park, by Mayor Elsie Foster, is in need of a registered municipal accountant to assist them in the fiscal year in various matters.

Gerard Stankiewicz, CPA, RMA has agreed to perform the annual audit and various other functions as required of him by the Borough Council, and to perform those functions as required of him by the Mayor and Administration of the Borough of Highland Park.

The public accounting firm in which Gerard Stankiewicz is a partner has undergone quality peer review as established by the American Institute of Certified Public Accountants and has met the objectives of the quality review standards.

Be it agreed by and between Gerard Stankiewicz, CPA, RMA, and the Mayor and the Borough Council of the Borough of Highland Park that Gerard Stankiewicz, CPA, RMA will perform the various services as set forth in this Agreement, and the Borough of Highland Park will pay the as indicated sums of money for said services as indicated.

We are pleased to confirm our understanding of the services we are to provide to the Borough of Highland Park for year ending December 31, 2024, which is a result of approval on January 1, 2024 meeting whereby the governing body appointed Gerard Stankiewicz, CPA, RMA, municipal auditor for 2024. The New Jersey statutory N.J.S.A. 40A:11-1 et. Seq. provides for written contracts for any Agreement which may be in excess of \$1,500.00 even though they are for services that do not require public bidding.

Audit Scope and Objectives

1. The objective of an audit is to express an opinion as to whether your financial statements - regulatory basis are fairly presented, in all material respects, the financial position – regulatory basis; (hereinafter referred to as “financial statements”) of the various funds of the Borough as of December 31, 2024 and the results of operations and changes in fund balance – regulatory basis of such funds for the year then ended and the statement of revenues – regulatory basis and statement of expenditures – regulatory basis of the various funds for the year ended December 31, 2024 on the basis of accounting prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey, that demonstrates compliance with the modified accrual basis, with certain exceptions, and the budget laws of New Jersey, which is a basis of accounting other than accounting principles generally accepted in the United States of America. The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurances but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.
2. Report on Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
3. Reporting on internal control related to major federal and state programs (**hereinafter all references to major federal and major state (award) programs, federal and/or state single audit or federal and state grants or the Uniform Guidance or NJOMB Circular Letter 15-08 shall deemed to be authorized if the \$750,000 threshold of expenditures is achieved requiring such additional auditing services**) and an opinion (or disclaimer of opinion) on compliance with laws, regulations, federal and state statute and the terms and conditions of federal and state awards that could have a direct and material effect on each major federal and/or state programs in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). NJ OMB Circular Letter 15-08, *Single Award Policy for Recipients of Federal Grants, Statement Grants and State Aid*.

Also, as part of our engagement, we will apply certain limited procedures to the Borough’s RSI in accordance with auditing standards generally accepted in the United States of America to include PERS Pension Obligation and PFRS Pension Obligation. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, the document we submit to you will include the following:

- Information which will be subject to the auditing procedures applied in our audit of the financial statements – regulatory basis.
 1. Combing Funds
 2. Individual Funds
 3. Account statement – Capital Assets
 4. Other supplementary information.
- Federal and State Single Audit, if required (see Audit Objective #3)
 1. Schedule of Expenditure of Federal Awards
 2. Schedule of Expenditure of State of Financial Assistance
- Other Supplementary Data (including Combined Balance Sheet) – Information that will not be subjected to auditing procedure applied in the audit of financial statements and we do not express an opinion or provide any assurance on this.
- Auditor’s General Comments and Recommendations – as required by the New Jersey Department of Community Affairs, Division of Local Government Services municipal audit requirements.

We have also been engaged to report on Supplementary information other than RSI that accompanies the Borough’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements – regulatory basis and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements – regulatory basis or to the financial statements – regulatory basis themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

The Uniform Guidance and NJOMB Circular 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJOMB Circular 15-08. The Uniform Guidance and NJOMB Circular 15-08 are considering internal control over compliance and federal and state major program compliance. The paragraph will also state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; audit requirements as prescribed by the NJDCA; the standards for financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; the Single Audit Act and subsequent Amendments; the provisions of the Uniform Guidance and the provisions of New Jersey State Office of Management and Budget Circular Letter 15-08, *Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid* and will include tests of the accounting records of, a determination of major federal in accordance with the Uniform Guidance and major state programs in accordance with NJOMB Circular Letter 15-08 and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we

may withdraw from this engagement. Additionally, we will comply with the NJDCA reporting requirements as updated from time to time and to prepare the annual audit in accordance NJSA 40A:5-6. If our opinion on the financial statements or Single Audit (Uniform Guidance) and NJ OMB Circular Letter 15-08 compliance opinions are other than unmodified, we will fully discuss the reasons with you in advance. If for any reason we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Other Services

We will also assist in preparing the financial statements, related notes to financial statements, schedule of expenditures of federal awards, schedule of state financial assistance, and related notes of Borough of Highland Park in conformity with the Uniform Guidance and NJOMB 15-08 based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Governments Auditing Standards*. The accounting method prescribed by the State of New Jersey Department of Community Affairs which is the modified accrual (regulatory) basis will be applied.

You agree to assume all management responsibilities for the financial statement preparation services, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements [And if Required the Single Audit]

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities: for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for the basic financial statements – regulatory basis and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge or experience; evaluate the adequacy and results of the services and accept responsibility for them. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of the Uniform Guidance and schedule of expenditure of state assistance in accordance with NJOMB Circular Letter 15-08. As part of the audit, we will assist with the preparation of your financial statements – regulatory basis and related notes, schedule of expenditures of federal awards and schedule expenditures of state financial assistance and related notes.

You are responsible for making all management decisions and performing all management functions relating to the financial statements – regulatory basis, schedule of expenditures of federal

awards, schedule of expenditures of state financial assistance and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements – regulatory basis and the schedule of expenditures of federal awards and schedule of expenditures of state financial assistance and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements on a regulatory basis of the respective changes in fund balance and, where applicable, with the regulatory basis; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making drafts of all financial statements, records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate to the financial statements taken as a whole.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagements and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information in conformity with the NJDCA regulatory basis of accounting. You agree to include our report on the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the regulatory basis as described by the NJDCA; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You are responsible for preparation of the schedules of expenditures of federal awards and state financial assistance in conformity with the Uniform Guidance and NJOMB Letter 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with the Uniform Guidance and NJOMB Letter 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with the Uniform Guidance and NJOMB Letter 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, and recommendations, as well as your planned corrective actions, and the timing and format related thereto.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Auditor's Responsibilities for the Audit of the Financial Statements
[And if Required the Single Audit]

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and the Uniform Guidance and NJ OMB Circular Letter 15-08, our audit will include tests of transactions related to major federal and major state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse. As required by the Single Audit Act and subsequent Amendments, Federal OMB Circular A-133 and NJ OMB Circular Letter 15-08, our audit will include tests of transactions related to major federal and major state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Audit Standards*. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of cash and investments, certain revenues and certain other assets and liabilities by correspondence with selected individuals, service organizations, creditors and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and he may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain

written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Controls

We will obtain an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and NJ OMB Circular Letter 15-08, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and major state award program. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and NJ OMB Circular Letter 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we will inform the Mayor and Council of any matters involving internal control and its operation that we consider to be significant under standards established by the American Institute of Certified Public Accountants. Deficiencies involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize and report financial data consistent with assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*, the Uniform Guidance and NJ OMB Circular Letter 15-08.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Borough of Highland Park's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards applicable to major federal and state programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance*

Supplement for the types of compliance requirements that could have a direct and material effect on each of the Borough of Highland Park's major programs. The purpose of these procedures will be to express an opinion on the Borough's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJOMB Circular Letter 15-08.

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. The Uniform Guidance and NJOMB Circular Letter 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and major state programs. Our procedures will consist of the applicable procedures described in the Uniform Guidance and NJOMB Circular Letter 15-08 for the types of compliance requirements that could have a direct and material effect on each of Borough of Highland Park's major federal and major state programs. The purpose of those procedures will be to express an opinion on Borough of Highland Park's compliance with requirements applicable to major federal programs in our report on compliance issued pursuant to the Uniform Guidance and major state programs pursuant to NJOMB Circular Letter 15-08.

Identifying and ensuring that Borough of Highland Park complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform test of Borough of Highland Park's compliance with the provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Reporting

We will issue a written report upon completion of our audit of Borough of Highland Park's financial statements. Our report will be addressed to the Mayor and Borough Council of Borough of Highland Park. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Administration and Other

We understand that your employees will locate any payroll related items, employee time records, information returns, remittance advices, tax and utility billing and revenue records, bank records,

contracts, vouchers/invoices, grant applications, grant compliance documentation or other evidential matter selected by us for testing. We understand that you will provide us with balanced general ledgers for all funds, subsidiary ledgers and with other basic information required for our audit and that you are responsible for the accuracy and completeness of that information.

At the conclusion of the engagement, we will complete the Audit Synopsis for submission to the public and advertisement copy. We will provide sufficient copies of our reports to the Borough of Highland Park as follows: Members of the Governing Body – 6, Mayor – 1, Chief Financial Officer -1 (plus *PDF*), Tax Collector -1 (plus *PDF*), Borough Clerk – 1 (plus *PDF*), Business Administrator – 1 (plus *PDF*), and Information Repositories for the SEC Continuing Disclosure Requirement – 1 *PDF*. We will transmit the required number of copies to the NJ DCA – 2, Bond Rating Agency – 1 (*PDF*), Bond Insurance Companies – 1 (plus *PDF*) and NJEIT – 1. We will also transmit the required number (if required), of copies to the Federal Clearinghouse -1 along with the Data Collection Form. However, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities.

The audit documentation for this engagement is the property of Gerard Stankiewicz and Samuel Klein and Company, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the NJDCA or a federal or state Grantor Agency pursuant to authority given to them by law or regulation. If requested, access to such workpapers will be provided under the supervision of Samuel Klein and Company, LLP personnel.

Furthermore, upon request, we may provide photocopies of selected audit documentation to the NJDCA, or federal and state Grantor Agencies. The federal and state Grantor Agencies may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies. We expect to begin our audit on approximately March 1, 2025 and to issue our report no later than June 30, 2025.

FEES

Annual Audit

Scope of Fiscal Year December 31, 2024 Audit

The audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; audit requirements as prescribed by the Division of Local Government Services, Department of Community Affairs, State of New Jersey.

Fees – Annual Audit

That the said auditor, for and in consideration of the payment he is to receive from the Borough of Highland Park, shall faithfully and diligently perform the services of the municipal auditor and shall further agree to perform all the requirements of any municipal ordinances or resolutions and all county and state requirements, and the annual audit will be made in accordance with auditing standards generally accepted in the United States of America and in conformity with requirements of the State of New Jersey, Department of Community Affairs, Division of Local Government Services.

1. For the preparation of the 2024 annual audit of the Current Fund, Trust Fund, General Capital Fund and Federal and State Grant Funds, and Payroll Fund, including the preparation of the Municipal Court Report and Dog License Report.	<u>Fee</u> \$28,200.00	
2. For the preparation of the 2024 annual audit of the Water-Sewer Utility Fund.	\$12,500.00	
3. Separate Uniform Construction Code in accordance with the Local Finance Board Notice 201-15 issued August 11, 201	\$1,100.00 (Not to Exceed)	
4. If required single Audit (federal and/or state) of the General Capital Fund for NJ DOT grants, NJIBANK loan or other grants. Single audit requirement is based on the spending threshold \$750,000.00 or more and will be required for the length of the projects on an annual basis.		
	<u>Fee</u>	
For NJIBANK, NDJOT and other	Minimum	\$1,000.00
	Maximum	\$2,500.00

Other Non-Audit Fees and Services

The following nonaudit services will be provided by us and are merely documenting the understanding as well as the related fees. With regard to nonaudit services, it is understood that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the nonaudit service.

- | | | |
|---|--|---|
| 1. For assistance and/or review of the preparation of the 2024 and 2025 Temporary Budgets and assistance and typing of the 2024 Municipal Budget and Capital Budget Document and attendance at workshop and public hearing: | Current Portion
Water-Sewer Utility Portion | <i>If needed and authorized will be billed standard hourly rates, including any Budget amendments and subsequent public hearing attendance.</i> |
| 2. Length of Service Award Program (LOSAP) - Annual Review Report in accordance with AICPA Standards (<i>per original Proposal</i>) | | \$950.00 |
| 3. Preparation of 2024 Annual Financial Statement and Annual Debt Statement as required by the NJDCA assuming all documents provided by the CFO are in proper order. | | \$11,700.00 |

4. You may request that we perform additional nonaudit services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees in accordance with the above schedule of hourly rates standards. With regard to nonaudit services, it is understood that management is responsible for the substantive outcomes of the work and, therefore, has a responsibility to be in a position in fact and appearance to make an informed judgment on the results of the nonaudit service. We may also issue a separate engagement letter covering the additional services in order to establish and document an understanding regarding the objectives, scope of work and product. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.
5. For all other special services and conferences, such as Supplemental Debt Statements (plus delivery costs), Consulting Services, assistance in preparation of bond ordinance estimated costs, utility rate studies, implementation of any new accounting and auditing and budgetary requirements, from time to time various limited agreed upon procedures services and bond anticipation note sales etc. will be billed at our standard hourly rates as indicated below. Bond Sales and Loan will be billed at a stated fee plus delivery expenses and out of pocket costs.

Standard Hourly Rates

	<u>Rate Range</u>
Partners or Principals	\$ 110.00 to \$ 160.00
Managers or Supervisors	80.00 to 110.00
Staff Members and Para-Professionals	50.00 to 80.00

For 2024 Gerard Stankiewicz or equivalent will be billed at \$160.00.
(No change from prior year)

OTHER MATTERS

I assert that I am a Certified Public Accountant and Registered Municipal Accountant in the State of New Jersey and that I am a partner in the firm of Samuel Klein and Company, LLP with office at 36 West Main Street, Suite 303, Freehold, New Jersey 07728.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our 2020 peer review report accompanies this letter. The 2023 review is pending.

I have also provided an Affirmative Action letter, Certificate of Employee Information Report, Disclosure of Ownership Form, Disclosure of Investment Activities in Iran, Disclosure of Investment Activities in Russia or Belarus, State of New Jersey Business Registration Certificate, my CPA/RMA Licenses and Form W-9 Request for Taxpayer Identification Number and Certification.

We appreciate the opportunity to be of service to the Borough of Highland Park, County of Middlesex and believe this agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this agreement, please sign this agreement and return it to us.

Borough of Highland Park
January 1, 2024

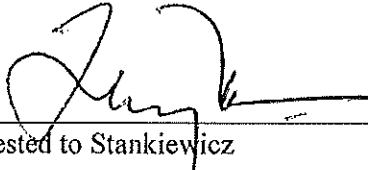
IN WITNESS THEREOF, the said Borough has caused this agreement to be signed by the Mayor and witnessed to by the Borough Clerk and the said Auditor has hereto set his hand and seal this day and year above recited.

BOROUGH OF HIGHLAND PARK

Attested to Foster

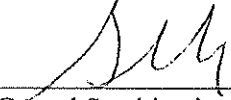
By: _____
Elsie Foster, Mayor

Jennifer Santiago, Borough Clerk



Attested to Stankiewicz

SAMUEL KLEIN AND COMPANY, LLP



Gerard Stankiewicz, CPA, RMA

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICE CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

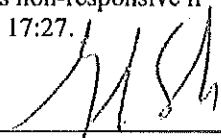
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her submission shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: Samuel Klein and Company, LLP

SIGNATURE:  _____

PRINT NAME: Gerard Stankiewicz

TITLE: Partner, CPA, RMA, PSA

DATE: January 1, 2024

Certification 241

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 - JUN - 2020** to **15 - JUN - 2027**

SAMUEL KLEIN & COMPANY
550 BROAD STREET, 11TH FLOOR
NEWARK NJ 07102 4517



Clark M. Nixon

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
SAMUEL KLEIN AND COMPANY LLP

TRADE NAME:

ADDRESS:
550 BROAD ST 11TH FL
NEWARK NJ 07102-4531
EFFECTIVE DATE:

SEQUENCE NUMBER:
0062540

ISSUANCE DATE:
01/08/21

James J. Gismone
Director
New Jersey Division of Revenue

FORM BRC

104-011-0211-0040V

**RESOLUTION NO. 2-24-56
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT - SPECIAL
REDEVELOPMENT ATTORNEY - JOSEPH BAUMANN, ESQ. - MCMANIMON,
SCOTLAND & BAUMANN, LLC**

WHEREAS, the Borough of Highland Park has need of the services of a Special Counsel for Redevelopment for 2024; and

WHEREAS, McManimon, Scotland & Baumann, LLC, is an Attorney at Law Firm of the State of New Jersey with experience in municipal law and has heretofore been appointed as Special Counsel for Redevelopment for the above mentioned period; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-170-233, in an amount not to exceed \$70,000.00, and will be provided for in the 2024 Municipal Budget as adopted and in various capital and escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-19.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Joseph Baumann, Esq., McManimon, Scotland, Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068, a copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

AGREEMENT

THIS AGREEMENT ("Agreement"), made as of this ___ day of _____, 20___, by and between the BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a public body corporate and politic of the State of New Jersey, herein designated as the "Client" and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at 75 Livingston Avenue, Roseland, New Jersey 07068, hereinafter designated as "Special Counsel":

WITNESSETH:

A. GENERAL SERVICES

1. The Client desires to engage Special Counsel for general legal services in connection with its various redevelopment projects (the "Redevelopment Projects").

2. Services rendered to the Client shall be billed at the blended hourly rate of \$220 for attorneys and \$140 for legal assistants. In the event that Special Counsel is required to represent the Client in litigation/dispute resolution matters, the blended hourly rate shall be the same.

3. Services rendered to the Client the cost of which is reimbursed by a developer through a developer-funded escrow account pursuant to an escrow agreement between the developer and the Client shall be billed at the blended hourly rate of \$390 for attorneys and \$225 for legal assistants. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses as set forth in paragraph B(3)(g).

B. SERVICES RELATING TO FINANCINGS

1. The Client is authorized by law to undertake a variety of financings in connection with its Redevelopment Projects. In addition to the services to be provided in connection with paragraph A, the Client desires to engage Special Counsel for specialized legal services in connection with the negotiation and authorization of a financial agreement with respect to payments in lieu of tax, the authorization and issuance of bonds or other obligations for the various Redevelopment Projects it determines to undertake, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law.

2. Special Counsel, in consideration of the making and the signing of this Agreement, agrees to render the following services:

a. Special Counsel will meet with the members of the Client and its representatives and advisors, including its planning consultants, engineers, financial advisors, underwriters or others, as often as necessary for the development of the financing plan. Special Counsel will review or draft all documents necessary to effectuate the financing plan, including the ordinance or the resolution establishing the Client, if applicable, the general bond resolution, any supplemental bond resolutions or trust indentures and other operative documents. In developing the financial plan, Special Counsel will give advice with respect to tax law, securities law and state law consequences and will review the proposed use of bond proceeds in light of the Internal Revenue Code and the Regulations promulgated by the Treasury with regard to "Arbitrage Bonds" in order to ensure the Client's ability to issue tax-exempt bonds, if applicable.

b. Special Counsel will assemble a certified record of proceedings to evidence the establishment of the Client, if applicable, the appointment and the validity of its membership, the effectiveness of the general bond resolution, any supplemental resolutions, trust indentures or other operative documents, the proper authorization and the effectiveness of the subsidy agreement, if any, and the bond purchase agreement, the enforceability of any covenants undertaken by the Client for the protection of bondholders and the proper authorization and issuance of the bonds or other obligations of the Client.

c. Special Counsel will supervise the legal aspects of the sale of the bonds or other obligations, whether at competitive or negotiated sale. Special Counsel will meet with the members of the Client, the financial advisors and the underwriters and will review such documents as underwriting agreements, bond purchase agreements and similar documents relating to the sale of the bonds or other obligations. Special Counsel will review those portions of the official statement relating to the legal proceedings required to issue the bonds or other obligations and will review drafts of the official statement in order to ensure compliance with law and substantial adherence to generally accepted financial disclosure guidelines issued by the Municipal Finance Officers Association. Special Counsel services in this regard would not include a due diligence inquiry or the rendering of an opinion with respect to due diligence, which is generally provided by counsel to the underwriter. Special Counsel will attend meetings with the rating agencies as necessary to assist in obtaining a favorable credit rating for bond issues of the Client. If requested, Special Counsel will attend and participate in information meetings deemed appropriate by the financial advisor or underwriter to acquaint the municipal bond market with new issues of bonds or other obligations of the Client.

d. Special Counsel will prepare or arrange for the preparation of the bonds or other obligations for execution, will prepare and see to the execution of the necessary closing certificates and will establish the time and the place for delivery of the bonds or other obligations to the purchaser. Special Counsel will attend the closing with the appropriate officials, at which time the bonds or other obligations will be delivered, payment will be made for the bonds or other obligations, and Special Counsel will issue a final approving legal opinion with respect to the validity of the bonds or other obligations and the various covenants undertaken by the Client for the protection of its bondholders. This opinion will be in a form acceptable to the financial community and will be printed on the bonds or other obligations.

e. Throughout the course of these services, Special Counsel will be available for meetings and conversations with the members of the Client, its planning consultants, engineers, financial advisors and underwriters and its other representatives, officials or professionals, and Special Counsel will be available to answer questions raised by members of the investment community with respect to the obligations of the Client.

3. The Client will make payment to Special Counsel for services rendered in accordance with the following schedule:

a. Services rendered in connection with the issuance of bonds pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq., the New Jersey Economic Stimulus Act of 2009, or other applicable law, will be billed (i) if issued in the manner set forth in the Local Bond Law, in accordance with the fee schedule set forth in paragraph 3(h) or (ii) in accordance with an agreed upon fee at the time of issuance if issued pursuant to a trust indenture or general bond resolution.

b. Services rendered in connection with the preparation of any disclosure documents or other similar documents will be billed at hourly rates set forth in paragraph A(2) or (3), as applicable.

c. Financing related services rendered beyond the scope of those described above will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

d. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(i), an additional fee of \$5,000 will be charged. In the event of a refunding bond issue consistent with the provisions of the Internal Revenue Code to provide for the payment of a prior issue of bonds issued pursuant to paragraph 3(a)(ii), an additional fee of \$15,000 will be charged.

e. In the event that a letter of credit or other credit enhancement (not including a standard insurance policy), is issued in connection with either a bond or temporary financing, an additional fee of \$25,000 will be charged.

f. Counsel's fee is usually paid at the closing of the bonds or notes, and Counsel customarily does not submit any statement until the closing unless there is a substantial delay in completing the financing. In the event that legal services described herein are provided in connection with a bond or note sale and the bond or note sale is not consummated or is completed without the delivery of Counsel's bond opinion as bond counsel, or this Agreement is terminated prior to the sale of bonds or notes, Counsel services will be billed at the hourly rates set forth in paragraph A(2) or (3), as applicable.

g. Customary disbursements shall be added to the fees referred to in this Agreement. These may include photocopying, express delivery charges, travel expenses, telecommunications, telecopy, filing fees, computer-assisted research, book binding, messenger service or other costs advanced on behalf of the Client.

h. For services rendered in connection with bonds issued pursuant to paragraph 3(a)(i), a fee of \$3,500, plus \$1.00 per thousand dollars of bonds issued for the first \$15,000,000 of bonds issued and \$.75 per thousand dollars of bonds issued in excess of \$15,000,000. If there is more than 1 series of bonds issued, there will be an additional charge of \$1,000 for each such additional series.

i. For services rendered in connection with each temporary financing, a fee equal to the greater of (i) the aggregate hourly rates reflected in paragraph A(2) or (3), as applicable, with a minimum fee of \$.50 per thousand dollars of notes issued up to \$15,000,000 of notes issued and \$.40 per \$1,000 of notes in excess of \$15,000,000 or (ii) \$10,000. If more than one series of notes are issued, there will be an additional charge of \$500 for each such additional series.

j. Complex financings in connection with redevelopment projects, including securitizations of payments-in-lieu of taxes, may include an additional fixed fee component to be determined at the time of issuance of such bond issue.

C. GENERAL PROVISIONS

1. Upon execution of this Agreement, the Client will be Special Counsel's client and an attorney-client relationship will exist between Client and Special Counsel. Special Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their

interests in the transactions contemplated hereby. Special Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Special Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Special Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

2. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Special Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Special Counsel. For various reasons, including the minimization of unnecessary storage expenses, Special Counsel reserves the right to dispose of any documents or other materials retained by Special Counsel after the termination of this Agreement.

3. Special Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Special Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

4. Special Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (42 USC S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. The primary contact attorney for services performed pursuant to this Agreement shall be Joseph P. Baumann, Jr.

6. Special Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

7. This Agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

IN WITNESS WHEREOF, the BOROUGH OF HIGHLAND PARK has caused this Agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Special Counsel has caused this Agreement to be duly executed by the proper party as of the day and year first above written.

BOROUGH OF HIGHLAND PARK

ATTEST:

By: _____

McMANIMON, SCOTLAND & BAUMANN, LLC

By: _____



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: MCMANIMON, SCOTLAND & BAUMANN, LLC

Trade Name:

Address: 75 LIVINGSTON AVENUE #201
ROSELAND, NJ 07068

Certificate Number: 0075601

Effective Date: January 03, 1988

Date of Issuance: January 26, 2022

For Office Use Only:

20220126102617447

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

NAME OF COMPANY: McManimon, Scotland & Baumann, LLC

NAME OF OFFICIAL: Joseph P. Baumann, Jr.

TITLE: Chairman DATE: 10/24/23

SIGNATURE: 

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-NOV-2021 to 15-NOV-2024

MCMANIMON, SCOTLAND & BAUMANN, LLC
75 LIVINGSTON AVENUE, SUITE 201
ROSELAND NJ 07068-5408



A handwritten signature in cursive script, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

**RESOLUTION NO. 2-24-57
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
BOROUGH PROSECUTOR - ROBERT JANZEKOVICH, ESQ. - LAW OFFICE OF
ROBERT J. JANZEKOVICH, LLC**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Prosecutor for the calendar year of 2024 pursuant to the provisions of N.J.S.A. 2B:12-27; and

WHEREAS, Robert Janzekovich, Esq., is an Attorney at Law of the State of New Jersey with experience as a Municipal Prosecutor and has heretofore been appointed as the Municipal Prosecutor for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-25-275-235 in an amount not to exceed \$40,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-20.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with Robert J. Janzekovich, LLC, 6 Julia Drive, Monroe Township, NJ 08831, a proposed copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 the **Law Office of Robert J. Janzekovich, LLC**, 6 Julia Drive, Monroe Township, New Jersey 08831 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Prosecution Services during the calendar year 2024; 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 January 1, 2024, 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 October 15, 2023; the amount of said compensation shall not exceed **\$40,000.00**, unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said services, if any,

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

LAW OFFICE OF ROBERT J. JANZEKOVICH, LLC

By: _____
Robert J. Janzekovich, Esq.
Attorney at Law, State of New Jersey

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

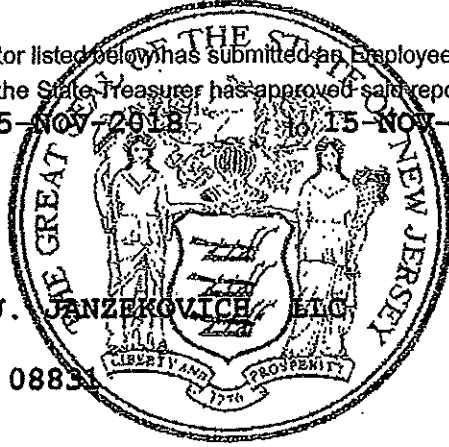
Print Name and Company

Certification 00000

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of ~~15-NOV-2018~~ to ~~15-NOV-2025~~



LAW OFFICE OF ROBERT J. JANZEKOVICH, LLC
6 JULIA DRIVE
MONROE TWP NJ 08831



ELIZABETH MAHER MUOIO
State Treasurer

**RESOLUTION NO. 2-24-58
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT -
PUBLIC DEFENDER - FREDERICK ROSELLI, ESQ. - ROSELLI & ROSELLI**

WHEREAS, the Borough of Highland Park has need of the services of a Public Defender for the calendar year of 2024 pursuant to the provisions of N.J.S.A. 2B:12-28; and

WHEREAS, Roselli & Roselli, are Attorneys at Law in the State of New Jersey with experience as Public Defenders and have heretofore been appointed as the Public Defender for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-43-495-235 and T-12-56-500-006, in an amount not to exceed \$10,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-21.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an Agreement for professional services with Roselli & Roselli, 11 Stephen Street, South River, NJ 08882, a proposed copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Roselli & Roselli, Attorneys at Law, 11 Stephen Street, P.O. Box 300, South River, New Jersey 08882(hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Public Defender Services during the calendar year 2024; 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 January 1, 2024, 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 October 25, 2023, the amount of said compensation shall not exceed **\$10,500.00**, unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

ROSELLI & ROSELLI

By: _____
Frederick D. Roselli
Attorney at Law, State of New Jersey

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 282
TRENTON, NJ 08646-0282

TAXPAYER NAME:

ROSELLI, FREDERICK D & THOMAS C

ADDRESS:

11 STEPHEN STREET
SOUTH RIVER NJ 08882

EFFECTIVE DATE:

01/01/88

TRADE NAME:

ROSELLI & ROSELLI, ESQS.

SEQUENCE NUMBER:

0488123

ISSUANCE DATE:

05/13/05

FORM BR-01 (01-01)

Director

John S. Tully

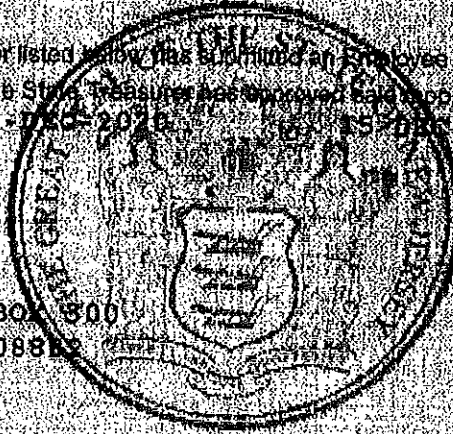
This Certificate is NOT redeemable as described. It must be accompanied by a photograph of the taxpayer at the above address.

Certification 21022

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-1-2026 to 15-1-2027

ROSELLI & ROSELLI
11 STEPHEN STREET P.O. BOX 800
SOUTH RIVER NJ 08882




ELIZABETH MAHER MUOIO
State Treasurer

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

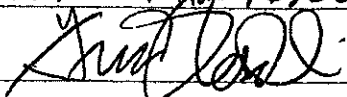
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

COMPANY: ROSELLI AND ROSELLI ESQ

SIGNATURE: 

PRINT NAME: FREDERICK D. ROSELLI

TITLE: ATTORNEY / PARTNER

DATE: 10-24-2023

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: ROSELLI AND ROSELLI, ESQ.

SIGNATURE: 

PRINT NAME: FREDERICK D. ROSELLI

TITLE: ATTORNEY / PARTNER

DATE: 10.24.2023

**RESOLUTION 2-24-59
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT –
PLANNING BOARD ATTORNEY – ROGER THOMAS, ESQ., DOLAN AND DOLAN**

WHEREAS, the Borough of Highland Park has need of the services of Planning Board Counsel for land use and related matters the calendar year of 2024; and

WHEREAS, Dolan and Dolan, is a firm of attorneys at law of the State of New Jersey with extensive experience in land use matters and has heretofore been appointed as Planning Board Counsel for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-21-180-233 in an amount not to exceed \$2,500.00, and will be provided for in the 2024 Municipal Budget as adopted and in various escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-22.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Roger Thomas, Esq. of Dolan and Dolan, PO Box D, Newton, NJ 07860-0106, a copy attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Roger Thomas, Esq., of Dolan and Dolan, PO BOX D, Newton, NJ 07860-0106 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Legal Services for the Highland Park Planning Board during the calendar year 2024; 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 January 1, 2024, 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 October 25, 2023, the amount of said compensation shall not exceed **\$2,500.00**, unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A.* 19:44A-20.1, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A.* 19:44A-20.8 and *N.J.S.A.* 19:44A-20.26, respectively.

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:

DOLAN AND DOLAN

By: _____
Roger Thomas, Esq.
Attorney at Law, State of New Jersey

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

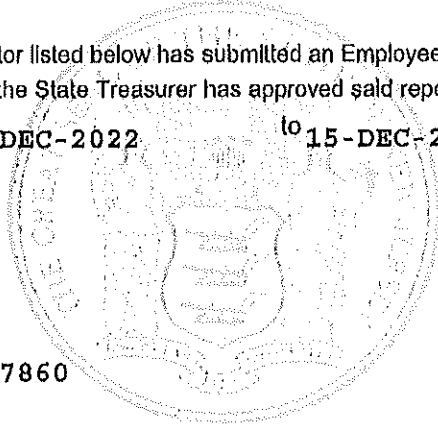
Certification 30225

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2022 to 15-DEC-2029



DOLAN & DOLAN, P.A.
53 SPRING STREET
NEWTON

NJ 07860

A handwritten signature in cursive script, reading "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DOLAN AND DOLAN, P.A.
Trade Name: DOLAN AND DOLAN
Address: 53 SPRING STREET
NEWTON, NJ 07860-2008
Certificate Number: 0066749
Effective Date: December 12, 1975
Date of Issuance: October 18, 2023

For Office Use Only:
20231018154354146

**RESOLUTION 2-24-60
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT –
PLANNING BOARD ENGINEER – BRUCE KOCH, CME ASSOCIATES**

WHEREAS, the Borough of Highland Park has need of the services of Planning Board Engineering services for calendar year of 2024; and

WHEREAS, Bruce Koch, PE, PP, CME of CME Associates is a licensed engineer of the State of New Jersey with extensive experience in municipal engineering and has heretofore been appointed Engineer for the Borough Planning Board for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-21-180-233 in an amount not to exceed \$2,500.00, and will be provided for in the 2024 Municipal Budget as adopted and in various escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-23.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Bruce Koch, PE, PP, CME of CME Associates, 3141 Bordentown Ave, Parlin, NJ 08859 a proposed copy is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Bruce Koch, P.E. P.P, CME, CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Engineering Services for the Highland Park Planning Board during the calendar year 2024; 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 January 1, 2024, 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 November 2, 2023, the amount of said compensation shall not exceed **\$2,500.00** unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

CME ASSOCIATES

By: _____
Bruce Koch, P.E., P.P., CME



EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

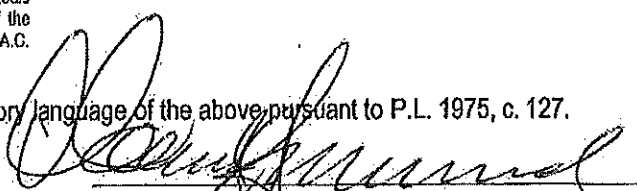
The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

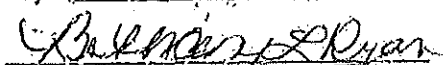
The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

CME Associates herein agrees to comply with the mandatory language of the above, pursuant to P.L. 1975, c. 127.

Sworn on this 27th
 day of October, 2023


 David D. Samuel, P.E., P.P., C.M.E.
 Managing Partner, CME Associates


 Notary Public - State of New Jersey
 BETHANY L. RYAN
 NOTARY PUBLIC OF NEW JERSEY
 Commission # 2280751
 My Commission Expires 10/30/2026

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

Certification 1818

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2023** to **15-FEB-2026**

**CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL NJ 07731 1194**



Elizabeth Maher Muoio
**ELIZABETH MAHER MUOIO
State Treasurer**



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CONSULTING AND MUNICIPAL ENGINEERS LLC

Trade Name:

Address: 1460 ROUTE 9 SOUTH
HOWELL, NJ 07731

Certificate Number: 2786089

Effective Date: October 31, 2022

Date of Issuance: January 03, 2023

For Office Use Only:

20230103100839074

**RESOLUTION 2-24-61
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT – ZONING BOARD OF ADJUSTMENT ATTORNEY – ROGER THOMAS, ESQ., DOLAN AND DOLAN

WHEREAS, the Borough of Highland Park has need of the services of Zoning Board of Adjustment Counsel for land use and related matters the calendar year of 2024; and

WHEREAS, Roger Thomas, Esq., of Dolan and Dolan, is a firm of attorneys at law of the State of New Jersey with extensive experience in land use matters and has heretofore been appointed as Zoning Board of Adjustment Counsel for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-21-185-233, in an amount not to exceed \$1,500.00, and will be provided for in the 2024 Municipal Budget as adopted and in various escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-24.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Roger Thomas, Esq., of Dolan and Dolan, One Legal Lane, 53 Spring St, Newton, NJ 07860, a proposed copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Roger Thomas, Esq., of Dolan and Dolan, PO BOX D, Newton, NJ 07860-0106 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Legal Services for the Highland Park Zoning Board of Adjustment during the calendar year 2024; 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 January 1, 2024, 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 October 25, 2023, the amount of said compensation shall not exceed **\$1,500.00**, unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.
4. The **COMPANY** shall submit monthly billing to the **BOROUGH** for said

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A.* 19:44A-20.1, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A.* 19:44A-20.8 and *N.J.S.A.* 19:44A-20.26, respectively.

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:

DOLAN AND DOLAN

By: _____
Roger Thomas, Esq.
Attorney at Law, State of New Jersey

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

Certification 30225

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

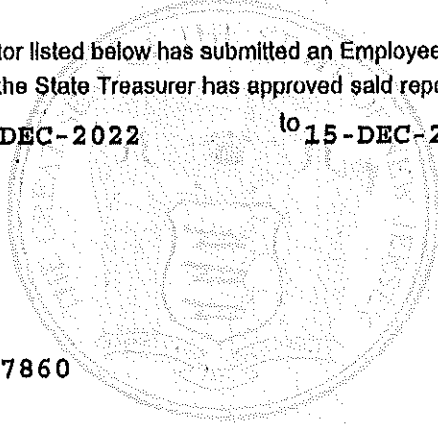
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-DEC-2022

to 15-DEC-2029

DOLAN & DOLAN, P.A.
53 SPRING STREET
NEWTON

NJ 07860



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DOLAN AND DOLAN, P.A.
Trade Name: DOLAN AND DOLAN
Address: 53 SPRING STREET
NEWTON, NJ 07860-2008
Certificate Number: 0066749
Effective Date: December 12, 1975
Date of Issuance: October 18, 2023

For Office Use Only:
20231018154354146

**RESOLUTION NO. 2-24-62
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT –
SPECIAL PLANNER – BRIAN M. SLAUGH – CLARKE, CATON, HINTZ**

WHEREAS, the Borough of Highland Park has need of the services of a Special Planning Consultant related to affordable housing for the calendar year 2024; and

WHEREAS, Brian M. Slauch, PP, AICP is a licensed professional planner of the State of New Jersey with extensive experience in municipal land use and planning matters and has heretofore been appointed as Special Planner for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-155-250 in an amount not to exceed \$10,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-25.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Brian M. Slauch, PP, AICP, Clarke Caton Hintz, 100 Barrack Street, Trenton, NJ 08608, a copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

AGREEMENT
BETWEEN CLARKE CATON HINTZ & THE BOROUGH OF HIGHLAND PARK
FOR
PROFESSIONAL PLANNING SERVICES

THIS AGREEMENT, made this 6th day of February 2024 by and between the BOROUGH OF HIGHLAND PARK, having its municipal offices at 221 S. FIFTH AVENUE, HIGHLAND PARK, NEW JERSEY 08904 and hereinafter referred to as the “Borough”, and CLARKE, CATON, HINTZ, a corporation of the State of New Jersey, having its principal place of business at 100 BARRACK STREET, TRENTON, NEW JERSEY 08608, hereinafter referred to as the “Planner”;

WITNESSETH:

WHEREAS, the Borough requires professional services related to professional planning matters in the Borough; and

WHEREAS, the Planner is available to provide advice and services on professional planning matters, such as but not limited to affordable housing related matters, to the Borough and has the expertise and staff to provide these services on various projects; and

WHEREAS, the Borough desires to engage the Planner to undertake professional services with respect to the aforesaid projects in the Borough on an “as needed” basis; and

WHEREAS, said services are professional in nature and are therefore considered those of a “Professional Service” in accordance with N.J.S.A. 40:A:11 et seq.

NOW, THEREFORE, in consideration of the promises and the mutual covenants, conditions and Agreements contained herein, the parties hereto agree that the Planner shall provide advice and services on professional planning matters on an “as needed basis”.

SECTION 1 – GENERAL CONSULTATION SERVICES OF PLANNER

Planner shall provide advice and services on professional planning matters on an “as needed” basis at the direction of the Borough which may include:

1.1 The preparation of reports on matters regarding affordable housing and exclusionary zoning litigation filed against the Borough by American Properties and River Road, HP.

1.2 The preparation of elements or sub-elements of the Master Plan of the Borough for the review and possible adoption by the Planning Board.

1.3 The preparation of land development regulations to effectuate the purposes of zoning and the Municipal Land Use Law.

1.4 The preparation of special reports on matters of planning, landscape architecture and architecture, including, but not limited to, state, county, or other governmental laws and regulations and administrative rules.

1.5 The Planner shall provide timely reports and shall complete other services requested by the Borough as determined by mutual agreement. Brian M. Slauch, PP, AICP shall be the designated representative of the Planner to the Borough or such other qualified person as may be determined by the Planner as specifically agreed to by the Borough.

SECTION 2 – SUPPLEMENTAL SERVICE

2.1 Planner shall be prepared to provide services supplemental to those identified above. Supplemental services may include items such as testing, expert testimony, technical design issues, planning studies, permit compliance issues, ordinance revisions, or any other matters that lie within the professional expertise of the Planner.

SECTION 3 – BOROUGH’S RESPONSIBILITIES

The Borough shall:

3.1 Provide full information as to its requirements for the project.

3.2 Assist Planner by placing at its disposal all available information pertinent to the project including previous reports and any existing data on the project.

3.3 Guarantee access to and make all provisions for Planner to enter upon public and private property as required for Planner to perform its services.

3.4 Provide such legal, accounting, insurance and other services as may be required for the project and such auditing services as Borough may require.

3.5 Designate in writing a person to act as Borough’s representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Borough’s policies and decisions with respect to materials, equipment, elements and systems pertinent to Planner’s services. Such person shall not have authority to modify the Scope of Work nor amend or modify this Agreement.

3.6 Give prompt written notice to Planner whenever Borough observes or otherwise becomes aware of any development or circumstance that affects the scope or timing of the Planner’s services or any defect in the project.

3.7 Bear all costs incidental to compliance with the requirements of this Section.

3.8 Borough reserves the right to appoint additional professionals for planning matters that require special expertise or in the event of any conflict of interest that may arise or in the event any other situation occurs which is unforeseen at the time this Agreement is made.

SECTION 4 – PERIOD OF SERVICE

4.1 The Planner shall proceed with the performance of services to be provided for individual projects following the authorization by the Borough to proceed. The term of this Agreement shall be the 2024 calendar year.

SECTION 5 – PAYMENTS TO PLANNER

5.1 Planner shall be compensated for services on a time and materials basis at the Borough’s direction in accordance with the 2024 rate schedule and direct reimbursables at the cost to the firm without mark-up.

5.2 Time of Payment

5.2.1 Planner shall submit monthly statements for all services rendered and for reimbursable expenses incurred for each project authorized. Borough shall pay Planner for such services and reimburse expenses within 30 days of the date of the invoice, if properly executed vouchers are submitted along with the invoice. The Borough shall have the right to question all statements rendered by the Planner and the Planner shall cooperate for the fullest extent reasonable relative to the resolution of the questions raised by the Borough. All payments, notices and correspondence on same for Planner shall be addressed to Vivian Reading, Bookkeeper at Planner's address set forth above.

5.2.2 If the Borough without just cause fails to make payments due to the Planner for services rendered in accordance with the provisions of A5.2.1, the Planner may, after giving seven (7) days written notice to the Borough, suspend services for the project under this Agreement until it has been paid in full all amounts due it for services and expenses.

5.2.3 Notwithstanding anything in this Agreement to the contrary, the Borough shall not be responsible for payments for overtime work done during weekends or holidays by Planner or Planner's employees or assigns without Borough's express written authorization and consent prior to the beginning of the work.

SECTION 6 – GENERAL CONSIDERATIONS

6.1 This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The Borough reserves the right, at any time and for any reason to terminate this Agreement under the terms of this paragraph, however, the Planner shall be paid for services rendered and expenses incurred to the termination notice date.

6.2 All documents including drawings and specifications furnished by the Planner pursuant to this Agreement are instruments of its services with respect to the project. They are not intended or represented to be suitable for reuse by the Borough or others on any other project, but may be utilized on the project for which they were prepared in the event the Planner is terminated as set forth herein. The Planner hereby specifically agrees to turn over to the Borough in electronic forms, if available, all files, records, maps and other documents accumulated while in the employ of the Borough and pertaining to any and all work performed by the Planner while acting on behalf of the Borough when the Planner's employment is terminated.

6.3 Borough and Planner each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, by operation of law, with respect to all terms and conditions of this Agreement. Except for the above, neither Borough nor Planner shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than Borough and Planner.

SECTION 7 – AFFIRMATIVE ACTION

7.1 The parties to this Contract, agree to incorporate into this Contract the mandatory language of subsection 3.4(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time-to-time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of such subsection which shall be applied subject to the terms of subsection 3.4(d) of said Regulations.

7.2 The parties to this contract agree to incorporate into this Contract the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 217, as amended and supplemented from time-to-time and the contractor or subcontractor agrees to comply fully with the terms, provisions and obligations of said section 5.3.

SECTION 8 – INSURANCE

8.1 The Planner agrees to maintain in full force and effect, General Liability, Workers Compensation and Employers Liability Insurance coverage and shall furnish Certificates of such insurance to the Borough's Clerk simultaneously with the execution of this Agreement. The Planner also agrees to maintain Professional Liability Insurance in the amount of \$1,000,000.00 (One Million Dollars). The Borough shall be named as an additional insured on the policy.

SECTION 9 – NOTICES

9.1 All notices required or permitted herein to be made in this contract shall be made to the other party in writing, signed by the Planner or the Borough or the respective duly authorized agents or attorneys thereof. Notices shall be effective upon receipt by the intended recipient if delivered, or, if mailed or telefaxed, upon mailing at the following respective addresses (or to such other addresses as a party may designate):

Notices to the Borough shall be sent to: Josephine "Teri" Jover, Borough Administrator
Borough of Highland Park
221 S. Fifth Avenue
Highland Park, NJ 08904

Notices to the Planner shall be sent to: Brian Slaugh, Principal
(Other than billing, payment matters)
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

SECTION 10 – POLITICAL CONTRIBUTION DISCLOSURE

10.1 This Agreement has been awarded to the Planner based on the merits and abilities of the Planner to Provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that the Planner, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the municipality if a member of that political party is serving in an elective public office of that municipality when the contract is awarded, or to any candidate of any person serving in an elective public office of that municipality when the contract is awarded.

IN WITNESS WHEREOF, we have set our hands and seals this 6th day of February 2024.

ATTEST:

CLARKE, CATON, HINTZ

Brian Slaugh, Principal

ATTEST:

BOROUGH OF HIGHLAND PARK

Jennifer Santiago, Borough Clerk

Elsie Foster, Mayor

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE (N.J.S.A. 10:5-31 et seq) and (N.J.A.C. 17:27 et seq)

GOODS, SERVICES AND GENERAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractors, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue to use of any recruitment agency which engages in direct or indirect discriminatory practices.


The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at (NJAC 17:27).

Signed: 
Brian M. Slaugh, PP, AICP, Principal

Name of Firm: Clarke Caton Hintz, PC.

Address of Firm:
100 Barrack Street
Trenton, NJ 08608

Date: October 26, 2023

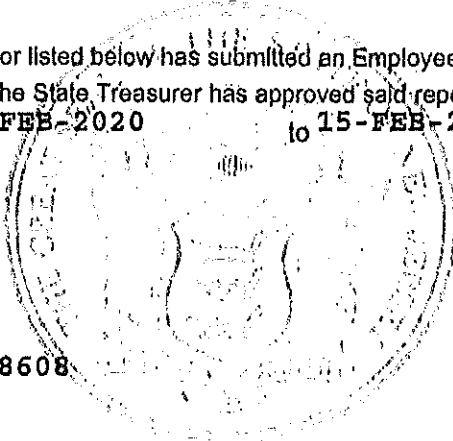
Certification 30171

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2020** to **15-FEB-2027**

CLARKE CATON HINTZ
100 BARRACK STREET
TRENTON

NJ 08608



Handwritten signature of Elizabeth Maher Muoio in cursive.

ELIZABETH MAHER MUOIO
State Treasurer

01/05/10

Taxpayer Identification# 222-779-153/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,

James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: CLARKE CATON HINTZ, A PROFESSIONAL CORPO	TRADE NAME:	
ADDRESS: 100 BARRACK STREET 3RD FL TRENTON NJ 08608	SEQUENCE NUMBER: 0105471	
EFFECTIVE DATE: 10/18/01	ISSUANCE DATE: 01/05/10	
		 Director New Jersey Division of Revenue
FORM-BRC (04-08) B205840V		

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**RESOLUTION 2-24-63
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT – ZONING BOARD OF ADJUSTMENT ENGINEER – BRUCE KOCH, CME ASSOCIATES

WHEREAS, the Borough of Highland Park has need of the services of an Engineer for the Highland Park Planning Board for calendar year 2024; and

WHEREAS, Bruce Koch, PE, PP, CME of CME Associates is a licensed engineer in the State of New Jersey with extensive experience in municipal engineering and has heretofore been appointed Engineer for the Borough Zoning Board of Adjustment; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-21-185-233, in an amount not to exceed \$1,500.00, and will be provided for in the 2024 Municipal Budget as adopted and in various escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-26.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Bruce Koch, PE, PP, CME of CME Associates, 3141 Bordentown Ave, Parlin, NJ 08859, a copy attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Bruce Koch, P.E. P.P, CME, CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Engineering Services for the Highland Park Zoning Board of Adjustment during the calendar year 2024; 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 January 1, 2024, 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 November 2, 2023, the amount of said compensation shall not exceed \$1,500.00 unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

CME ASSOCIATES

By: _____
Bruce Koch, P.E., P.P., CME



EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employ goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

27th

day of

October, 2023

Bethany L. Ryan
 Notary Public, State of New Jersey

David J. Samuel, P.E., P.P., C.M.E.
 Managing Partner, CME Associates

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

BETHANY L. RYAN
 NOTARY PUBLIC OF NEW JERSEY
 Commission # 2280751
 My Commission Expires 10/30/2026

Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2023** to **15-FEB-2026**

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL NJ 07731 1194



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer



**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

Taxpayer Name: CONSULTING AND MUNICIPAL ENGINEERS LLC
Trade Name:
Address: 1460 ROUTE 9 SOUTH
HOWELL, NJ 07731
Certificate Number: 2786089
Effective Date: October 31, 2022
Date of Issuance: January 03, 2023

For Office Use Only:
20230103100839074

**RESOLUTION 2-24-64
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT –
MUNICIPAL PLANNER – PLANNING BOARD – CHRISTOPHER COSENZA, LRK**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Planner for the Highland Park Planning Board for calendar year 2024; and

WHEREAS, Christopher Cosenza, AICP, PP, LEED AP of LRK is a licensed planner of the State of New Jersey with extensive experience in municipal planning and has heretofore been appointed Planner for the Borough Planning Board; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-21-180-233 in an amount not to exceed \$5,000.00, and will be provided for in the 2024 Municipal Budget as adopted and in various escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-27.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Christopher Cosenza, AICP, PP, LEED, AP of LRK, 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107 a proposed copy of which is attached hereto.
2. Notice of this contract shall 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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Christopher Cosenza, PP of LRK, Inc. 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Planning Services for the Highland Park Planning Board during the calendar year 2024 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 January 1, 2024, 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 November 1, 2023; the amount of said compensation shall not exceed \$5,000.00 unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

LRK,

By: _____
Christopher Cosenza, PP
LRK, INC.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

State of New Jersey Certificate of Employee Information Report

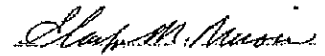
Certification 46366

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-Aug-2021 to 15-Aug-2024

LRK INC.
1505 S. INDEPENDENCE MALL WEST 756
PHILADELPHIA PA 19106




ELIZABETH MAHER MUOIO
State Treasurer

Please note:

Updated EIR will be provided on or around August 15, 2024.



State of New Jersey Business Registration Certificate

02/04/13

Taxpayer Identification# **272-257-638/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: LRK INC.	TRADE NAME: LOONEY RICKS KISS INC.	
ADDRESS: 176 TOYOTA PLZ STE 500 MEMPHIS TN 38103-2890	SEQUENCE NUMBER: 1569733	
EFFECTIVE DATE: 06/14/10	ISSUANCE DATE: 02/04/13	
FORM-BRC		 Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		



**RESOLUTION 2-24-65
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT –
MUNICIPAL PLANNER - ZONING BOARD OF ADJUSTMENT –
CHRISTOPHER COSENZA, LRK**

WHEREAS, the Borough of Highland Park has need of the services of a Municipal Planner for the Highland Park Zoning Board of Adjustment for calendar year of 2024; and

WHEREAS, Christopher Cosenza, AICP, PP, LEED AP of LRK is a licensed planner of the State of New Jersey with extensive experience in municipal planning and has heretofore been appointed Planner for the Borough Zoning Board of Adjustment for 2024; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-21-185-233 in an amount not to exceed \$3,000.00, and will be provided for in the 2024 Municipal Budget as adopted and in various escrow accounts now or hereafter established, as reflected by the certification of funds by the Chief Financial Officer no. 2024-28.

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

1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with Christopher Cosenza, AICP, PP, LEED, AP of LRK, 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107 a proposed copy of which is attached hereto.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 Christopher Cosenza, PP of LRK, Inc. 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires professional services in connection with Planning Services for the Highland Park Zoning Board of Adjustment during the calendar year 2024 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 January 1, 2024, 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 November 1, 2023; the amount of said compensation shall not exceed \$3,000.00 unless amended by further action of the **BOROUGH** for the above mentioned services.
3. The **BOROUGH** agrees to pay the **COMPANY** for any actual disbursements and out of pocket expenses incurred in carrying out its duties.

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

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

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

7. The **COMPANY** agrees to adhere to and comply with the provisions of the New Jersey Local Unit Pay-to-Play Act, *N.J.S.A. 19:44A-20.1*, and will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

LRK,

By: _____
Christopher Cosenza, PP
LRK, INC.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

State of New Jersey Certificate of Employee Information Report

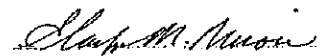
Certification **46366**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Aug-2021 to 15-Aug-2024**

LARK INC.
1505 S. INDEPENDENCE MALL WEST 756
PHILADELPHIA PA 19106




ELIZABETH MAHER MUOIO
State Treasurer

Please note:

Updated EIR will be provided on or around August 15, 2024.



State of New Jersey Business Registration Certificate

02/04/13

Taxpayer Identification# 272-257-638/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: LRK INC.	TRADE NAME: LOONEY RICKS KISS INC.	
ADDRESS: 176 TOYOTA PLZ STE 500 MEMPHIS TN 38103-2690	SEQUENCE NUMBER: 1569733	
EFFECTIVE DATE: 06/14/10	ISSUANCE DATE: 02/04/13	
FORM-BRC	 Director New Jersey Division of Revenue	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		



**RESOLUTION NO. 2-24-66
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESX**

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH
MCMANIMON, SCOTLAND & BAUMANN FOR CONTINUED LEGAL SERVICES
RELATED TO LITIGATION – JSM vs. HIGHLAND PARK**

WHEREAS, the Borough of Highland Park has an ongoing need for Special Environmental Counsel to assist the Borough in its representation in the matter known as JSM at Highland Park, LLC v. the Borough of Highland Park, Docket No. MID-L-4958-17; and

WHEREAS, McManimon, Scotland & Baumann (MSB) has provided said legal services to the Borough since March 3, 2020 and the Mayor & Borough Council would like MSB to continue in this capacity as Special Environmental Counsel as it relates to JSM v. Highland Park; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-155-235 in an amount not to exceed \$90,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-29.

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

1. That the Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough, an Agreement for professional services with McManimon, Scotland, & Baumann, LLC, 75 Livingston Avenue, Roseland, NJ 07068.
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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

A G R E E M E N T

THIS AGREEMENT, made as of this _____ day of _____, 2024, between the BOROUGH OF HIGHLAND PARK, in the County of Middlesex, a body politic of the State of New Jersey, herein designated as the "Client," and McMANIMON, SCOTLAND & BAUMANN, LLC, Attorneys at Law with offices at, 75 Livingston Avenue, Roseland New Jersey, herein designated as "Counsel,":

WITNESSETH:

The Client desires to engage the services of legal counsel for services related to certain environmental issues. To the extent that the Client requests such services of counsel for any of such services, they shall be billed as follows:

I. Environmental Legal Services

1. To the extent that the Client desires to engage Counsel for environmental legal services the Client will make payment to Counsel for such environmental legal services at the blended hourly rate of \$250 for attorneys and \$140 for legal assistants. Services rendered to the Client where the cost of same is reimbursed by a private entity and/or redeveloper shall be billed at the hourly rates for attorneys and for paralegals as established by Counsel from time to time for its private clients. In addition to the hourly time charges described above, Counsel will be reimbursed for out-of-pocket expenses. These include travel, photocopying, courier, telecopying and telephone expenses.

II. General Provisions

1. Counsel and the Client hereby incorporate into this contract the mandatory language of N.J.A.C. 17:27-3.4(a) and the mandatory language of N.J.A.C. 17:27-3.6(a) promulgated pursuant to N.J.S.A. 10:5-31 to 38 (P.L. 1975, c. 127, as amended and supplemented from time to time), and Counsel agrees to comply fully with the terms, the provisions and the conditions of N.J.A.C. 17:27-3.4(a) and N.J.A.C. 17:27-3.6(a), provided that N.J.A.C. 17:27-3.4(a) shall be applied.

2. Upon execution of this Agreement, the Client will be Counsel's client and an attorney-client relationship will exist between Client and Counsel. Counsel assumes that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interests in the transactions contemplated hereby. Counsel's services are limited to those contracted for in this Agreement; the Client's execution of this Agreement will constitute an acknowledgment of those limitations. Counsel's representation of the Client will not affect, however, our responsibility to render an objective bond opinion. Counsel's representation of the Client and the attorney-client relationship created by this Agreement will be concluded upon termination of this Agreement.

3. At the request of the Client, papers and property furnished by the Client will be returned promptly upon receipt of payment for outstanding fees and Client charges. Counsel's own files, including lawyer work product, pertaining to the transactions contemplated hereby will be retained by Counsel. For various reasons, including the minimization of unnecessary storage expenses, Counsel reserves the right to dispose of any documents or other materials retained by Counsel after the termination of this Agreement.

4. Counsel and the Client hereby incorporate into this contract the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 USC S121 01 et seq.), which prohibits

discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated thereunder.

5. Counsel hereby represents that it has filed with the Client proof of professional liability insurance with coverage amounts acceptable to the Client.

6. This agreement shall be in full force and effect until such time as either party gives written notice to the other of termination.

IN WITNESS WHEREOF, the BOROUGH OF HIGHLAND PARK has caused this agreement to be duly executed by its proper officers and has caused its corporate seal to be hereto affixed, and Counsel has caused this agreement to be duly executed by the proper party as of the day and year first above written.

BOROUGH OF HIGHLAND PARK

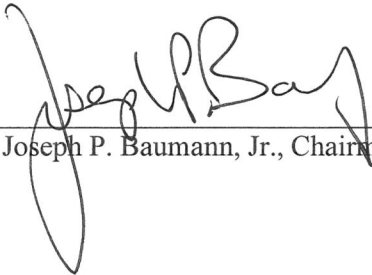
ATTEST:

By: _____

Clerk

McMANIMON, SCOTLAND & BAUMANN, LLC

By: _____


Joseph P. Baumann, Jr., Chairman

**BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX
RESOLUTION NO. 2-24-67**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
LRK FOR PROFESSIONAL PLANNING SERVICES RELATED TO PREPARATION
OF A REDEVELOPMENT PLAN FOR 810 NO. 2ND AVE, BLOCK 503, LOT 24**

WHEREAS, the Borough of Highland Park has need of the services of a Planner to provide redevelopment planning services in connection with 810 No. 2nd Avenue, Block 503, Lot 24; and

WHEREAS, LRK has provided a proposal to the Borough of Highland Park for these services and has demonstrated that they are a firm of licensed planners in the State of New Jersey with extensive experience in drafting redevelopment plans; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-20-170-233 in an amount not to exceed \$7,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-30.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park 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 with LRK, Inc., 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, attached hereto.
2. Notice of this contract shall be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**Professional Services Agreement to
Prepare a Redevelopment Plan for
810 North Second Avenue
Block 503, Lot 24**

This agreement made and entered into this ____ day of _____, 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 LRK Inc. (LRK), a planning and community design firm whose address is 1218 Chestnut Street, 5th Floor, Philadelphia, PA 19107, hereinafter referred to as the “Contractor.”

WHEREAS, the Borough Council, at its regular meeting of _____, 2024 passed Resolution No. _____ authorizing the preparation of a Redevelopment Plan for the property designated as Block 503, Lot 24, as shown on the official Tax Map of the Borough of Highland Park and more commonly known as 810 North Second Avenue, in the Borough of Highland Park, hereinafter referred to as the “Project Area,” pursuant to New Jersey’s Local Redevelopment and Housing Law (the “LRHL”) at N.J.S.A. 40A:12A-1 et seq. The Project Area, as is the entirety of the municipality, has been designated an “Area in Need of Rehabilitation.”

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

- Goals for the Redevelopment Plan and its relationship to definite local objectives as to appropriate land uses, density of population, traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- Proposed land uses and building requirements in the Project Area;
- Adequate provision for the temporary and permanent relocation as necessary of residents in the project area including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- An identification of any property within the redevelopment area proposed to be acquired in accordance with the redevelopment plan;
- Any significant relationship of the redevelopment plan to the master plans of contiguous municipalities, the master plan of the County in which the municipality is located, and the State Development and Redevelopment Plan adopted pursuant to the “State Planning Act” P.L. 1985, c. 398 (N.J.S.A. 52:18A-196, et seq.);
- As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low- and moderate-income households, as defined pursuant to section 4 of P.L. 1985 c. 222 (N.J.S.A. 52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions listed by affordability level, number of bedrooms, and tenure; and,

- A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan.

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

COMPENSATION

Phase 1 – Preparation of Redevelopment Plan: Services related to project coordination including up to one (1) internal meeting and preparation of a simplified redevelopment plan, including a summary of the project and existing conditions and zoning standards to permit the rehabilitation and reuse of the existing building to a multi-unit residential building as a permitted use, together with appropriate zoning standards and limited design standards, will be provided as **a fixed fee of \$6,000.**

Phase 2 – Public Meetings in Support of the Adoption of the Redevelopment Plan: Services related to preparing presentation materials and attending three (3) public meetings in support of the adoption of the Redevelopment Plan (that is, 1. ordinance introduction at a Borough Council meeting; 2. Master Plan review at a Planning Board meeting; and, 3. public hearing at a Borough Council meeting) will be provided as a **fixed fee of \$1,500.**

In summary, the TOTAL fee will be \$7,500.

SERVICES RELATING TO ANY ARBITRATION, MEDIATION, OR LAWSUIT

Any and all efforts, reports, reviews, meetings, consultations, depositions, appearances, etc. requested of the Contractor or its forces and subconsultants relating or pertaining to any form of arbitration, mediation or lawsuit between the Borough and any third party will be provided; and compensation will be invoiced to the Borough at then current LRK hourly rates.

MANDATORY LANGUAGE

The Contractor and the Borough hereby incorporate into this Agreement the mandatory language of N.J.A.C. 17:27-1 et seq., promulgated pursuant to N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127, as it shall be amended and supplemented from time to time), and the Contractor agrees to comply fully with the terms, provisions and conditions regarding affirmative action which are included herein as Exhibit A to this Agreement. The Contractor has previously filed with the Borough Clerk, the employee information report (Form AA302), which is still in effect.

PROFESSIONAL LIABILITY

Due to the nature of providing planning consulting services, it is understood and agreed that any and all liabilities of the Contractor relating to or arising out of this Agreement shall be limited to a maximum of the net fee received by the Contractor for all services rendered for each respective Project or part thereof, not including reimbursable expenses and subconsultants.

INDEMNIFICATION

The Contractor hereby agrees and covenants to indemnify the Borough against any and all obligations or liabilities, indebtedness, claims, demands, suits or causes of action resulting from the performance of the within contract insofar as such consequences result from acts which constitute professional negligence or intentional torts of The Contractor, its agents, servants or employees.

INSURANCE

The Contractor shall maintain or cause to be maintained in full force and effect insurance in such amounts and against such risks as follows:

- (a) Special form, comprehensive, or commercial General Liability Insurance coverage against claims for personal injury, death or property damage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) with respect to injury or death of a single person and in the aggregate, and One Million Dollars and Zero Cents (\$1,000,000.00) with respect to property damage.
- (b) Workers Compensation Insurance coverage in the statutory amount. Employer's Liability Insurance coverage in an amount not less than Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) each accident; and,
- (c) Professional Liability Insurance coverage in an amount of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each claim.

Upon the execution of this Agreement, as well as upon the Borough's request from time to time, the Contractor shall provide to the Borough a certificate of insurance evidencing the coverages set forth above in (a) through (c) from an insurance company authorized to do business in New Jersey and having an A.M. Best Rating of at least an "A-". The Contractor shall also provide, upon the Borough's reasonable request, complete copies of the above policies of insurance.

WRITTEN NOTICE

Any notices required to be given hereunder shall be in writing and, unless notified to the contrary, personally served or delivered, by registered mail, to the party's address as follows:

To the Borough: BOROUGH OF HIGHLAND PARK
 221 SOUTH FIFTH AVENUE
 HIGHLAND PARK, NEW JERSEY 08904
 ATTN: TERI JOVER, BOROUGH ADMINISTRATOR

To Contractor: LRK INC.
 1218 CHESTNUT STREET, 5TH FLOOR
 PHILADELPHIA, PA 19107
 ATTN: JAMES CONSTANTINE, PP, PRINCIPAL

IN WITNESS THEREOF, the Borough of Highland Park and the Contractor have caused this Agreement to be duly executed by their proper agents who have been expressly authorized to execute this Agreement on their behalf as of the day and year first above written.

ATTEST:

Borough of Highland Park

By: _____

By: _____

JENNIFER SANTIAGO, Municipal Clerk

ELSIE FOSTER, Mayor

LRK INC.

By: _____

JAMES CONSTANTINE, PP, Principal

Exhibit A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(Mandatory Language pursuant to N.J.A.C. 17:27-3.5)

[The] contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;
- ii. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

(Mandatory Language pursuant to N.J.A.C. 17:27-3.7)

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(Reference Language pursuant to N.J.A.C. 17:27-11.1)

The contractor and its subcontractors shall furnish such reports and other documents to the Division or the Department as may be requested by the Division or the Department from time to time in order to carry out the purposes of these rules, and public agencies shall furnish such information as may be requested by the Division or the Department for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.

ACKNOWLEDGEMENTS

PRINT NAME _____

SIGNATURE _____

TITLE _____

COMPANY NAME _____

ADDRESS _____

**RESOLUTION NO. 2-24-68
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH
NV5 FOR CONTINUED ENGINEERING AND DESIGN SERVICES RELATED TO THE
2016 SAFE ROUTES TO SCHOOL PROJECT**

WHEREAS, the Borough of Highland Park was awarded \$216,000 from the New Jersey Department of Transportation (NJDOT) for the 2016 Safe Routes to School (SRTS) program; and

WHEREAS, the Borough of Highland Park was included in the NJDOT’s design assistance program, whereby the costs related to engineering and design for the 2016 SRTS project are fully reimbursable up to \$400,000; and

WHEREAS, the Borough of Highland Park selected NV5 as its preferred consultant for the 2016 SRTS project from a pool of engineering design consultants established by NJDOT through a quality-based selection process; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, NV5 provided a revised proposal for final design services for the 2016 Safe Routes to School project dated September 13, 2023 in the amount of \$89,753.05, bringing the new total engineering costs to \$196,309.79; and

WHEREAS, NJDOT approved the revised proposal for final design services; and

WHEREAS, funds for this purpose are available in Capital Fund Account No. C-04-55-816-001 in an amount not to exceed \$89,753.05 for a total contract amount not to exceed \$196,309.79, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-31.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park 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 with NV5, 800 Lanidex Plaza, Suite 300, Parsippany, NJ 07054, a copy of which is attached hereto.
2. Notice of this contract shall be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 NV5, 800 Lanidex Plaza, Suite 300, Parsippany, NJ 07054 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires continued professional engineering and design services in connection with the 2016 Safe Routes to School Grant Program during the calendar year 2024 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 February 6, 2024, 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 September 13, 2023, a copy of which is attached hereto is *Schedule A* and made a part hereof. The amount of said additional compensation shall not exceed \$89,753.05 for a total amount not to exceed **\$196,309.79** 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 B*.

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 will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

NV5

By: _____

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

September 13, 2023

Re: Highland Park SRTS 2016 Phase 1
 Infrastructure and Intersection Improvements, and A.D.A.
 Compliance
 Borough of Highland Park, Middlesex County
 Safe Routes to School Design Assistance Program
 Updated Final Design Proposal

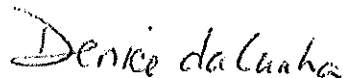
Dear Ms. Jover:

For Highland Park Borough and NJDOT concurrent review, attached please find our updated Final Design proposal package for Safe Routes to School (SRTS) improvements associated with the Borough of Highland Park's (Phase 1) 2016 SRTS grant project for pedestrian safety related improvements. This proposal supersedes our original proposal dated August 22, 2019.

It is noted that we are still awaiting the approval of the CED (Categorical Exclusion Document) and updates if needed to the project scope will be made by contract modification. Our proposal includes updated cost estimates for the Final Design phase using the latest wage rates and overhead rates as well as anticipated services based upon the current design. It also includes survey and potential ROW services by our ESBE sub consultant, AmerCom and additional meetings.

We look forward to acceptance of this proposal and finalizing our agreement to continue design services with Highland Park Borough on this project.

Sincerely,



Denice da Cunha, PE
 Project Manager
 Supervising Engineer

Attachments

cc: NJDOT: Julie Seaman, Pavan Sheth, Ruben Tursi Jr.
 NV5: Drew Markewicz, Michael Shine

Final Design (FD) Services

PROPOSED PROJECT LIMITS AND IMPROVEMENTS

Improvements to pedestrian crossings at the following intersections including ADA accessible curb ramps, sidewalk, crosswalks, signage and striping:

- 1 Central Avenue & 11th Avenue
- 2 Central Avenue & Merilind Avenue
- 3 Central Avenue & Marlborough Road
- 4 Central Avenue & Amherst Street
- 5 Central Avenue & Rolfe Avenue
- 6 Magnolia Street & South 3rd Avenue
- 7 Harper Place & South 3rd Avenue
- 8 Harper Place & Braun Avenue
- 9 Mansfield Street & Braun Avenue
- 10 Mansfield Street & South 4th Avenue
- 11 Mansfield Street & Grove Avenue
- 12 Graham Street & South 4th Street
- 13 Graham Street & Grove Avenue

It is noted that we are still awaiting the approval of the CED (Categorical Exclusion Document). Updates if needed to the project scope will be made by contract modification.

Services:

Utility Design Services

The project goal is to avoid utility impacts. If impacts are unavoidable, the following services can be provided as items of extra work:

Develop Alternatives of Accommodation (4050)

Prepare Utility Owner Design Authorization Checklist (4055)

Prepare Utility Agreement Plans, Specifications and Estimates (4060)

Incorporate Utility Design in Contract Documents (4090)

Complete Hydrologic & Hydraulic Analysis (4310) - not anticipated

Prepare Final Structures Documents (4160) - not included

Landscape walls may be necessary to accommodate sidewalk and avoid impacts. If needed, it is assumed to be a contractor designed item and will be reviewed as part of the construction support phase (not included in the scope of work).

Environmental Services

It is noted that we are still awaiting the approval of the CED (Categorical Exclusion Document). Updates if needed to the project scope will be made by contract modification.

Delineate Wetlands (4360) – Not included

NV5 does not anticipate the need for FWW permit, therefore the need to delineate wetlands is not anticipated.

Prepare Soil Erosion and Sediment Control (SESC) Report and Plans (4410)

NV5 will prepare the SESC plans and report to address areas requiring temporary and permanent erosion controls, and submit to the Middlesex County SCD for review and approval. NV5 will address any comments.

Prepare Permit Application (4385) – not anticipated

Per preliminary analysis, project improvements are located outside of floodplains, riparian zones, wetlands and transition areas, therefore the need for Freshwater Wetland and Flood Hazard Area permits is not anticipated.

Secure Permits (4395) – not anticipated

Complete Environmental Plans (4585)

Environmental Plans will be prepared to identify requirements. No park impacts or environmental permits are anticipated.

Prepare ROW Plans and Documents (4605) – see attached AmerCom proposal for potential ROW needs (easements)

Review Access Cut-Outs (4710) (not anticipated – driveway aprons only)

The project does involve multiple driveways, but the intent is sidewalk construction. NV5 assumes all existing driveway configurations will remain unless directed otherwise by Highland Park Borough. NJDOT type cut-outs are not anticipated. Driveway aprons will be upgraded where needed to meet new sidewalk

Prepare Final Roadway Plans (4220)

NV5 will advance the preliminary roadway plans that were prepared in Preliminary Engineering to produce the final roadway plans. The final roadway plans may include:

- Key Sheet
- Estimate – Distribution of Quantities
- Plan Sheet Index
- Construction Plans
- Traffic Control and Staging Plans
- Profiles (not anticipated)
- Environmental Plans including Soil Erosion & Sediment Control Plans
- Construction Details
- Electrical Plans (not anticipated)
- Landscape Plans (not separate plans, replanting of grass to be shown on construction plans)
- Traffic Striping and Signing Plans
- Utility Construction Staging Plans (not anticipated)
- Electrical Details (not anticipated)

Complete Traffic Signal, Signing and Striping Plans (4240)

Plans will be limited to crosswalk striping, pavement markings and pedestrian warning signs if appropriate.

Complete Drainage Design (4270)

As noted above, we are still awaiting the approval of the CED (Categorical Exclusion Document) and updates if needed to the project scope will be made by contract modification.

NV5 will review the need for drainage design modifications required to accommodate proposed sidewalk and curb ramp improvements.

The only anticipated drainage impact of this project is the possible relocation of one drainage inlet at the intersection of Central Avenue & Rolfe Avenue. Further investigation of the existing drainage system may be

required at this location is required to determine the extent of this impact. Associated grading and details will be prepared. We do not anticipate new facilities (inlets/piping) or permits/ If need, will be an item of extra work

Develop Construction Cost Estimate (4275)

NV5 will develop the construction estimate utilizing the Construction Cost Estimating Guide.

Develop Specifications (4280)

NV5 will develop input for the Special Provisions using guidance provided by the NJDOT latest Baseline Document Changes and Standard Specifications as modified if applicable by Borough's 'boilerplate' specifications, which will be provided by the Borough.

NV5 will prepare DBE and Trainee requests and incorporate requirements into specifications and project documents as required.

Develop Construction Schedule (4285)

NV5 will develop schedule.

Prepare Final Design Submission Package (4290)

NV5 will prepare the Final Design (FD) Submission package for Highland Park and NJDOT Local Aid.

Deliverables- The package will include:

- Transmittal letter indicating the distribution of all FD Submission deliverables
- Design Communications Report (DCR) if needed
- Final Plans (prints only)
- Special Provisions - show all revisions required for the current Standard Input (SI). Input from the Borough required for "front end" of specifications
- Construction Cost Estimate
- Construction Schedule

Resolve Final Design Submission Comments (4830)

NV5 will update the contract documents, utilizing the Final Design Submission (FDS) comments.

Submit PS&E Package (4840)

NV5 will prepare and submit the Plans, Specifications and Estimate (PS&E) package. In addition to the project plans, specifications and estimate, the PS&E package may include:

- Designer PS&E Certification
- Construction Schedule
- ESBE Goal Memo
- Borough Certifications: Railroad Certification, Utility Certification, Permit Certification, Right-of-Way
- Approved Design Communications Report
- Quantity Calculations and Design Calculations

FD Status Meetings / Meeting Summary

During Final Design anticipate a total of 4 meetings:

- Four (4) Highland Park status / coordination meetings
- One (1) Public Information Center (stakeholders / property owners / business owners meeting) to coordinate streetscape elements / proposed improvements prior to construction.

We will identify stakeholders and prepare meeting flyer, mailing list, electronic file for mailing labels, newspaper notice and meeting materials (such as display boards). Adjacent property owners and other stakeholders will be included on the mailing lists.

Pennington will be responsible for mailing notices flyers (standard mail) and newspaper notices (2 newspapers required) and securing a meeting place if an in-person meeting is conducted. NV5 can arrange and conduct a virtual PIC meeting, if needed or desired in place of an in-person meeting, which will be videotaped. NV5 will compile comments and provide draft responses for Highland Park review and prepare a Comment Resolution Summary following the meeting and two-week comment period.

FD Project Management, Schedule, DCR's

NV5 coordination / management services will include the coordination of design tasks, as well as with the in-house design departments; scheduling design efforts and monitoring project budgets to ensure the successful completion of scope tasks identified. Also included is the preparation of progress reports, evaluation of potential issues that could impact the project budget/schedule, review of expense charges, quality assurance and control, and review of monthly invoices.

For the duration of the project, NV5 will submit a progress report each month with the invoice. This report will include, but not be limited to the following:

- a detailed progress report of the work completed to date with the current invoice period highlighted.
- a summary of the costs incurred to date, amount remaining, and percentage complete.
- any anticipated costs/tasks not initially included in the scope of work.
- confirmation of upcoming submittals and any possible scheduling conflicts.



AmerCom Corp.
Consulting Engineers
Corporate Headquarters:
1259 Route 46 East, Building # 2
Parsippany, New Jersey 07054
Main Phone 973-402-6111
Fax 973-588-7020
www.amercomcorp.com

Denice daCunha, PE
Supervising Engineer
NV5, Inc.
7 Campus Drive, Suite 300
Parsippany, NJ 07054

September 12, 2023

Re: Highland Park SRTS 2016
Scope of Work- Final Design

Dear Denice:

Our scope of work detailed below will provide for Final Design services. Work will be completed in accordance with current NJDOT Design Phase Guidelines. Specific work activities required are detailed below.

Conduct Supplemental Surveys (4215)

AmerCom will conduct a supplemental survey for any areas not addressed in previous surveys. Supplemental survey information obtained will be added to the base maps. A maximum of 2 crew day have been allotted for this task.

ROW

ROW work under this scope assumes 3 ROW impacts will be considered "*Temporary Sidewalk Easement Areas*". The "*Temporary Sidewalk Easement Areas (TSEA)*" includes ROW impacts that are in accordance with the following criteria:

- Where the proposed or reconstructed sidewalk is within the right of way and workspace needed is beyond the ROW.
- Where sidewalk is reconstructed within its existing footprint even if footprint is outside of the ROW. (curb ramps excluded)
- Curb Ramp is completely within the right of way, but workspace needed is beyond ROW.

Work required to develop *TSEA's* will include obtaining the current deed, preparation of Individual Parcel Maps (IPM's) and descriptions. Preparation of GPPM's, ETM's and completion of title searches required for other types of ROW impacts including "*Permanent Sidewalk Easements (PSE)*" are not included under the scope for *TSEA's* and will be considered extra work.

A maximum total of 3 *TSEA's* and no *PSE's* are included under this scope. Additional *TSEA's* and *PSE's* will be considered extra work. Activities required to complete this ROW work are as follows:

Conduct Title Search (4600)

AmerCom will coordinate the work of a title search company to obtain the current deed only for the 3 impacted properties with *TSEA's*. 30 year title searches will not be completed. It is noted certain properties typically publicly owned and large corporations require extensive research to complete full

title searches due to their large amount of property holdings. The deed and title search costs are limited to the total expense shown in the cost summary. Should costs for the deed/title searches exceed the allotted budget the work required will be considered extra and outside this scope. This work will include a review of the deed data and plotting of the property boundaries based on current deeds.

Prepare ROW Plans and Documents (4605)

AmerCom will prepare and submit ROW documents. ROW impacts are anticipated at a total of 3 parcels consisting of TSEA's only.

Documents required for Final ROW are as shown below.

Temporary Sidewalk Easement Areas

- Individual Parcel Maps (3 plans)
- Parcel Descriptions (3)

It is noted survey of the entire properties to develop IPM's will not be completed. Plans to be developed will be based on existing aerial imagery traced into CAD and field edited to reflect current site features that may affect ROW acquisitions.

Prepare Pre-Final ROW Submission (4615)

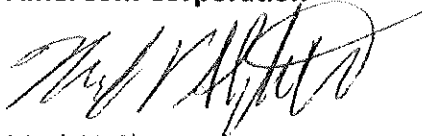
AmerCom will attend the ROW review meeting. We will address all comments received regarding ROW documents. We will update and submit these documents as per the comment resolutions.

Prepare Final ROW Submission (4625)

AmerCom will review and update the right of way documents as per comments received from the Pre-Final submittal. AmerCom will prepare final documents.

Our cost for this work is shown on the attached hourly cost breakdown. Thank you for this opportunity and please feel free to contact me with any questions.

Very truly yours,
AmerCom Corporation



Mark V. Sheptoek, P.E.
Vice President

Highland Park SRTS 2016

Proposal for Final Design

September 12, 2023



WORK ACTIVITY	Description of Tasks	Surveyor	Engineer	Jr.	Princ.	Total
		P-IV	P-II	Engineer	Tech	
		HRS.	HRS.	P-I	ET-4	HRS.
4215	Conduct Supplemental Survey					
	Topographic/Planimetric Survey	4	16	16		36
	Update Base Mapping and DTM	4			8	12
4600	Conduct Title Search					
	Coordinate deed search	1				1
	Review and plot deeds	1			6	7
4605	Prepare ROW Plans and Documents					
	<i>Temporary Sidewalk Easement Areas</i>					
	Prepare IPM's (3)	2	4		16	22
	Descriptions (3)	8				8
4615	Prepare Pre-Final ROW Submission					
	Prepare Prefinal ROW	2			4	6
4625	Prepare Final ROW Submission					
	Prepare Final ROW	1			2	3
TOTAL MAN-HOURS		23	20	16	36	95
HOURLY RATE		\$ 69.80	\$ 35.90	\$ 32.85	\$ 46.74	
SUB TOTAL COST		\$ 1,605.40	\$ 718.00	\$ 525.60	\$ 1,682.64	\$ 4,531.64

COST SUMMARY

<u>Labor</u>	
Direct Labor	\$ 4,531.64
Overhead @ 161.82%	\$ 7,333.10
Fee @ 18% of DTL	\$ 815.70
<i>Labor subtotal</i>	<u>\$12,680.44</u>
<u>Expenses</u>	
Deed/Title Search	\$ 150.00
Postage, Reproduction	\$ 50.00
<i>Expense subtotal</i>	<u>\$ 200.00</u>
TOTAL =	\$12,880.44

**SRTS 2016 Borough of Highland Park
Safe Routes to School Design Assistance - Various Locations
Proposal for Professional Design Services**

September 13, 2023

TASK	P7 PROJECT MANAGER / SUPERVISING ENG	P6 SUPERVISING ENG	P4 SENIOR ENGINEER	P3 ASSISTANT ENGINEER / ENV SPECIALIST	ETS PRINCIPAL ENG TECH / CADD	TOTAL HOURS
PHASE II - FINAL DESIGN						
Prepare Soil Erosion and Sediment Control Report and Plans	4		8	20		32
Complete Environmental Plans	2		4	4		10
Review Access Cutouts (cutouts not required - driveway aprons included)	1					1
Prepare Final Roadway Plans	4	8	48	40	24	124
Complete Traffic Signal, Signaling, and Striping Plans		2	10	8		20
Complete Drainage Design	3	3	10	10		26
Develop Construction Cost Estimate			6			7
Develop Specifications	4	10	12			26
Develop Construction Schedule		1	6			7
Prepare Final Design Submission Package	1	4	20	16	10	51
Resolve Final Design Submission Comments	1	1	4			6
Submit PS&E Package	4	4	20			28
Hold Public Information Center, Local Official Meeting	12		24	20		56
FD Coordination Meetings with Highland Park & NJDOT (Assume 4)	20	6	12			38
FD Project Management / coordination, DCRs	30		10			40
	86	40	194	118	34	472
	\$95.11	\$91.45	\$50.90	\$33.69	\$47.93	
	\$ 8,179.46	\$ 3,658.00	\$ 9,874.60	\$ 3,975.42	\$ 1,629.62	\$ 27,317.10

SRTS 2016 Borough of Highland Park
 Safe Routes to School Design Assistance - Various Locations
 Proposal for Professional Design Services
 September 13, 2023

Direct Expense Summary

	FD	
Mileage (Personal Vehicles)	\$	250.00
Reproduction Services (Color Plots, Copies, Mylars, Etc.)	\$	1,500.00
estimate. Assume covered by others		not included
 <u>Miscellaneous</u>		
Express Mail	\$	100.00
Misc.....	\$	100.00
Assume PIC invitation printing, newspaper notices and mailing from Borough		not included
Total	\$	<u>1,950.00</u>

**SRTS 2016 Borough of Highland Park
Safe Routes to School Design Assistance - Various Locations
Proposal for Professional Design Services**

Fee Summary

September 13, 2023

SRTS - Final Design

NV5 Salaries.....	\$	27,317.10
Overhead @ 154.44%	\$	42,188.53
FCCM (Facilities Capitol Cost of Money) @ 0.33%	\$	90.15
total overhead (154.77%) = interim+FCCM	\$	42,278.68
Fixed Fee (Fee Factor =0.195).....	\$	5,326.83
Fee Factor Calculation: Size = small project = 15, Complexity = standard = 15, Duration = standard = 15, Risk level = Level 1 = 20 (15+15+15+20) = 65, 65/100 = 0.65*30 =19.5% of direct labor		
FD Direct Expenses.....	\$	<u>1,950.00</u>
Total FD NV5 Fee		\$ <u>76,872.61</u>
<u>Subconsultant(Survey and ROW Services) - AmerCom</u>		\$ 12,880.44
Total FD Fee		\$ <u>89,753.05</u>

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company

**RESOLUTION NO. 2-24-69
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE 2024 MAINTENANCE CONTRACT WITH
GOLD TYPE BUSINESS MACHINES UNDER STATE CONTRACT FOR
THE E-TICKETING SYSTEM**

WHEREAS the Highland Park Police Department is in need of a maintenance contract for their E-Ticketing System; and

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS, under State Contract No. 17-Fleet-00716, the Borough may purchase said maintenance contract from Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, NJ 07073, at the State contract prices; and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-25-240-235, in an amount not to exceed \$11,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-32.

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 of Police is hereby authorized and directed to execute said maintenance contract with Gold Type Business Machines, 351 Paterson Avenue, East Rutherford, NJ 07073, at a total cost not to exceed \$11,500.00.
2. That certified copies of this resolution be forwarded to the Chief of Police and Chief Financial Officer.

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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



GTBM
Better Solutions Every Day

QUOTE

Gold Type Business Machines, Inc.

351 Paterson Avenue
East Rutherford, NJ 07073
Phone: 201.935.5090
Fax: 201.935.7022

Date: January 11, 2024
Prepared by: SI

TO: Highland Park Police Department

2024 Budget						
QTY	PART #	DESCRIPTION			PRICE	EXTENDED
10	ICOP-M	Info-Cop License Renewal			\$ 262.50	\$ 2,625.00
		Agreement Type: Annual - Coverage period: September 17 to September 16				
		The Info-Cop information is only an estimate based off of the previous billing. The total is subject to change if the department increases or decreases the license count. Please allot for possible fluctuation.				
TOTAL PROJECT						\$ 2,625.00

**Due to product availability, technology upgrades and/or limited distribution. Pricing is valid for 45 days from date of quotation.*



GTBM

Better Solutions Every Day

Gold Type Business Machines, Inc.

351 Paterson Avenue
 East Rutherford, NJ 07073
 Phone: 201.935.5090
 Fax: 201.935.7022

Date: January 11, 2024
Prepared by: SI

TO: Highland Park Police Department

2024 Budget					
QTY	PART #	DESCRIPTION		PRICE PER TICKET	EXTENDED
1340	ET	E-Ticket (1st Quarter)		\$ 1.67	\$ 2,237.80
1340	ET	E-Ticket (2nd Quarter)		\$ 1.67	\$ 2,237.80
1340	ET	E-Ticket (3rd Quarter)		\$ 1.67	\$ 2,237.80
1340	ET	E-Ticket (4th Quarter)		\$ 1.67	\$ 2,237.80
		Agreement Type: Quarterly			
		The E-Ticket information is only an estimate based off of the previous (4) quarters. Your department may issue more or less tickets than previous quarters. The totals will always fluctuate based of how may actual tickets your department processes per current quarter. PLEASE ALLOT FOR POSSIBLE INCREASES WITH WRITTEN TICKETS.			
TOTAL PROJECT					\$ 8,951.20

**Due to product availability, technology upgrades and/or limited distribution. Pricing is valid for 45 days from date of quotation.*

**RESOLUTION NO. 2-24-70
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO APPROVE YEAR 4 PAYMENT TO AXON ENTERPRISE, INC.

WHEREAS, on May 4, 2021 by Resolution 5-21-133, the Borough of Highland entered into a five (5) year contract (2021-2025) with Axon Enterprises for body cameras and services under State Contract No. 17-FLEET-00738; and

WHEREAS, on January 18, 2021, by Resolution 1-22-37, the Borough of Highland Park authorized payment no. 2 to Axon Enterprises Inc., in the amount of \$21,432.00; and

WHEREAS, on February 7, 2023, by Resolution 2-23-37, the Borough of Highland authorized payment no. 3 to Axon Enterprises Inc., in the amount \$19,100.00; and

WHEREAS, Axon Enterprise Inc. is due Year Four Payment in the amount of \$21,432.00; and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-25-240-235, in an amount not to exceed \$21,432.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer, no. 2024-33.

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 Finance Director shall be and is hereby authorized and directed to issue payment no. 4 in the amount of \$21,432.00 to Axon Enterprise, Inc., PO Box 29661, Department 2018, Phoenix, AZ, 85038-9661.
2. That a certified copy of this resolution be forwarded to the Chief of Police and 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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-71
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZED SERVICE CONTRACT WITH LET’S THINK
WIRELESS (LTW) FOR HIGHLAND PARK POLICE DEPARTMENT VIDEO
CAMERAS AND SWIPE CARD SYSTEMS**

WHEREAS, the Borough has contracted with Let’s Think Wireless (LTW), 26 Chapin Road, Suite 1112, PO Box 628 Pine Brook, NJ, 07058 for warranty/service for the Police Department video camera/swipe card system; and

WHEREAS, the Borough desires to enter into said agreement for the period January 1, 2024 through December 31, 2024; and

WHEREAS, funds shall be available in the 2024 Temporary Budget, Current Fund Account No. 4-01-25-240-235, in an amount not to exceed \$10,000.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Finance Director No. 2024-34.

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

1. The Police Chief is hereby authorized and directed to execute on behalf of the Borough an Agreement for warranty/service with Let’s Think Wireless (LTW), 26 Chapin Road, Suite 1112, PO Box 628, Pine Brook, NJ, 07058 at a cost of \$10,000.00 for the period January 1, 2024 through December 31, 2024, said agreement to be in a form approved by the Borough Attorney.
2. That notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



LETTER OF AGREEMENT PRICE QUOTATION

4280-HPPD-Annual Support-Open PO

Prepared by:

LTW
Peter J. Lutz
plutz@ltw.com

Bill To:

Highland Park Police Department
222 South Fifth Avenue
Highland Park, NJ 08904
John Sachau
(732) 712-2018
jsachau@hpboro.com

Ship To:

Highland Park Police Department
222 South Fifth Avenue
Highland Park, NJ 08904
John Sachau
(732) 712-2018
jsachau@hpboro.com

Quote Information:

Quote #: PJJL001605
Estimator: Peter J. Lutz
Version: 1
Quote Date: 01/08/2024
Expiration Date: 02/07/2024

Authorized Service Contact

Lieutenant John Sachau
Highland Park Police Department
222 South Fifth Avenue
Highland Park, NJ 08904
Office: (732-712-2018
Email: jsachau@hpboro.com

Maintenance Agreement

This Maintenance Agreement (the "Agreement") is made and entered into by and between Let's Think Wireless, LLC ("LTW"), a Nevada limited liability company with its principal place of business at 26 Chapin Road, Suite 1112, PO Box 628, Pine Brook, NJ 07058 and Highland Park Police Department ("Client"), with its principal place of operation 222 South Fifth Avenue, Highland Park, NJ 08904.

1. **Systems Covered Under This Agreement**

- *ExacqVision System & Associated Network Hardware Supporting Client's ExacqVision Solution at both the Client's HQ and Rutgers sites*
- *Interior & Exterior Surveillance Cameras*
- *Aiphone Intercoms*
- *ACS Hardware & Software*
- *Intrusion and Panic Alarm Systems*
- *Interview Room Systems*

2. **Term** Unless earlier terminated in accordance with the termination provisions herein, this Agreement shall terminate one year from the date a PO is received unless otherwise noted.

3. **Maintenance Service and Support** LTW will provide maintenance service and support as set forth herein and based on Client's election of services. LTW's maintenance service and support pursuant to this Agreement is limited to the Client's system (the "System") and is comprised of the equipment listed above and covers only labor and engineering services (inclusive of diagnostic time). All other services are not covered and are specifically excluded from this Agreement. For the avoidance of doubt, maintenance and support services are intended to address only those defects, failures, or degradation that are intrinsic to the

System and not caused by external factors.

- 4. **Time and Materials Service** Any service work undertaken by LTW that is not covered under Maintenance will be billed on a time and materials basis at the rates and on the terms in accordance with our "Service Agreement" under LTW's Service Authorization form.
- 5. **Fees and Payment Terms** Fees are as provided here in and in accordance with the Client's election to receive the Level of Support. Client is responsible for any sales, use, excise or comparable taxes, if not otherwise included in the Letter of Agreement.
- 6. **Cancellation Policy** Either party may terminate this Agreement for any reason (with or without cause) at any time by giving the other party at least sixty (60) days' prior written notice, provided that the party seeking termination is not in default under this Agreement. A cancellation fee of 10% of the total values of the contact will be charged, as well as a prorated monthly fee for time elapsed in contract. LTW may terminate this Agreement, if the Client employs a third party to service the System or any Equipment; in which case all payments made by Client pursuant to this Agreement shall be forfeited as liquidated damages.

7. **Client Obligations**

- ***Physical Environment*** Client agrees to maintain any and all electrical and physical environments in accordance with System specifications and Equipment specifications.
- ***Precautions*** Client acknowledges that Client is responsible for all administrative functions with respect to the System and Client agrees to use commercially reasonable efforts to take standard precautions in accordance with generally accepted industry standards of care with regard to Client facilities, virus protection, network security, file back-ups and similar matters related to the System.
- ***Access*** Client agrees to provide LTW with remote access to the System via VPN or other LTW approved secure remote access method, as well as scheduled physical access to building facilities. Remote access may be provided at all times or on an as-scheduled basis. However, on-site visits will not be substituted for remote access if remote access is not available. Remote access is limited to Client's System for the purpose of supporting the covered equipment. Remote access does not include access to end-user equipment, files or data, such as computers or servers or any of the content on such equipment or traversing the network without explicit permission from the Client and only during the course of supporting the Client as it relates directly to a support issue.
- ***Software Support/Licenses*** Client represents and warrants that all software applications associated with the System are covered under support contracts and have valid licenses throughout the term of this Agreement.
- ***Hardware Support/Licenses*** Client represents and warrants that all existing hardware associated with the Systems Supported are covered under manufacturer's warranties throughout the term of this Agreement
- ***Authorized Contacts*** Client agrees to provide LTW with a list of Client personnel who are authorized to request services pursuant to this Agreement.
- ***Field Support*** Client agrees to provide on-site support for any troubleshooting LTW deems necessary in connection with this Agreement.

8. **LTW Obligations**

- ***Service Standard*** LTW will provide maintenance service and support in a professional and workmanlike manner consistent with this Agreement and generally accepted industry standards of care and competence and will use commercially reasonable efforts to maintain the System in a satisfactory operating condition, provided, however, that LTW makes no guarantee that it can, or will, maintain the System at all times at full operational status.
- ***Service Tracking*** LTW will be responsible for logging, scheduling resources, and communicating status reports for all service calls covered by this Agreement
- ***Service Access*** LTW will provide access to Client for initiating service calls covered by this Agreement via e-mail on a 24/7 basis at support@ltw.com or by telephone at 877-930-0452.



Maintenance and Support

Description	Annual Cost
<p>LTW SUPPORT AND MAINTENANCE AGREEMENT - OPEN PO</p> <p>Client agrees to provide an open PO with a not to exceed amount of \$10,000.00, covering service, material and hardware replacement. LTW will bill the client for individual service calls upon resolution. LTW will advise the client when the PO has reached 80% utilization and furnish a replenishment quote. PO is valid for one year from the date of contract, unless otherwise noted. This contract can be used for preventative maintenance at the customer's request.</p> <p>Hours will be billed at LTW Standard T&M Rates:</p> <ul style="list-style-type: none"> • Billable Hourly Labor Rates between 8am and 5pm on Business Days: <ul style="list-style-type: none"> ○ Field Technicians \$145 per hour (on-site)/\$80 per hour travel ○ Engineers \$175 per hour (on-site or remote)/\$90 per hour travel • Mobilization will be charged at the following rates per trip: <ul style="list-style-type: none"> ○ Up to 50 Miles from Pine Brook, NJ - \$25.00 ○ Up to 100 Miles from Pine Brook, NJ - \$50.00 ○ Up to 200 Miles from Pine Brook, NJ - \$ 100.00 • Parking fees and tolls, if incurred, will be itemized and billed in addition to Mobilization <p>Materials will be itemized and billed separately.</p> <p>Client may initiate service calls by contacting LTW via e-mail on a 24/7 basis at support@ltw.com or by telephone at 877-930-0452.</p> <p>Agreement Terms:</p> <ul style="list-style-type: none"> • Remote and On-Site Support will be billed at 15-minute increments for remote and a minimum of 1 hour on-site. • Materials under warranty will be processed by LTW and submitted for RMA to the manufacturer. • Materials not under warranty will be approved by customer authorized service contact on-site prior to installation, verbal or email approval will be sufficient. These materials will be billed separately. • LTW will provide the customer with a detailed report of hours spent after each visit. • LTW will alert the customer when the PO is 80% depleted. <p>Remote Support and On-Site Support:</p> <ul style="list-style-type: none"> • Remote support, via VPN (or comparable) access into Client's System, and on-site support, as needed, between the hours of 8am and 5pm on Business Days. • With regard to remote support, LTW will respond within four (4) hours of receiving a support request if the request is received on a Business Day at or prior to 1pm, or will respond prior to 11am on the next Business Day if the request is received after 1pm on a Business Day or on a day that is not a Business Day. • With regard to on-site support, LTW will prioritize deployment after a request has been received. Response time not to exceed 48 hours. • Remote and On-Site support is limited to specified number of hours under this agreement. • Remote support will be billed out at 15-minute increments • On-Site support will require a 1 hour minimum and will be billed out at 30-minute increments after the first hour. <p>Any service work undertaken by LTW that is not covered under the Agreement will be billed on a Time and Materials basis at the rates and on the terms provided in a separate service authorization.</p>	<p>\$10,000.00</p>

Subtotal: **\$10,000.00**



Time and Materials

Time & Materials

- Any service work undertaken by LTW that is not covered under an Agreement will be billed on a Time and Materials basis at the rates and on the terms provided below. Each instance will require a signed LTW Service Authorization before remote or on-site support is dispatched.
- In scheduling Time and Materials support, LTW will give priority to clients that have executed maintenance agreements with LTW and will further prioritize based on the severity of the service issue.
- Any Client personnel listed as an authorized contact is also authorized to request service that would be subject to Time and Materials billing. LTW will not schedule Time and Materials service work other than between 8am and 5pm on Business Days unless specifically requested to do so by such Client personnel, in which case LTW will use its best efforts to accommodate the request.
- Any delays in gaining access to a client site to perform service will be billed as LTW service time.
- Unless otherwise agreed, LTW service time will take place during normal business hours on any weekday that is not recognized by LTW as a holiday.

Standard T&M Rates:

Billable Hourly Labor Rates between 8am and 5pm on Business Days:

Field Technicians	\$145
Engineers	\$175

Billable Hourly Labor Rates during non-business hours (5pm-8am):

Field Technicians	\$260
Engineers	\$350



Quote Summary

Description	Amount
Maintenance and Support	\$10,000.00
Total:	\$10,000.00

Terms and Conditions <https://www.ltw.com/termsandconditions/>

My signature below indicates that LTW has provided to me, I have read, and I agree to LTW's Terms & Conditions Master Agreement. This Agreement governs the purchase of Products and Services by Client from LTW and takes effect on the date the Letter of Agreement has been signed.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

LTW

Highland Park Police Department

Signature: _____

Signature: _____

Name: Peter J. Lutz

Name: John Sachau

Title: Vice President, Government & Public Safety

Date: _____

Date: 01/08/2024

**RESOLUTION NO. 2-24-72
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE 2024 RADIO MAINTENANCE CONTRACT WITH
TACTICAL PUBLIC SAFETY FOR POLICE DEPARTMENT RADIOS**

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS the Highland Park Police Department is in need of a maintenance contract for their portable radios, as more fully described on the attached quote; and

WHEREAS, under State Contract No. 83932, the Borough may purchase said maintenance contract from Tactical Public Safety, 1036 Industrial Way, West Berlin, NJ 08091, at the State contract prices; and

WHEREAS, funds shall be available in the 2024 Temporary Budget, Current Fund Account No. 4-01-25-240-235, in an amount not to exceed \$15,500.00, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Finance Director No. 2024-35.

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 of Police is hereby authorized and directed to execute said maintenance contract for the portable radios from Tactical Public Safety, 1036 Industrial Way, West Berlin, NJ 08091, for a total amount not to exceed \$15,500.00.
2. That certified copies of this resolution be forwarded to Richard Abrams, Chief of Police and the Finance Director, 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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



Tactical Public Safety

Next Generation Communications for Today's Public Safety Agencies

Contract Term: January 1, 2024 through December 31, 2024

Borough of Highland Park 2024 Radio Maintenance Quotation

Quotation Date: January 2, 2024
Quoted By: Chris Fazekas

New Jersey State Contract Number: L3Harris - 83932 / Zetron 83924

Description & Provisions

Thank you for your interest in a cost effective Radio Maintenance Contract from Tactical Public Safety. The pricing below reflects radio maintenance services to be performed under contract. The contract provides repair and maintenance services to the fixed-end equipment listed below to include the following service level:

- Service Calls to the Location of the Equipment
- Repair Parts
- Repair Labor
- Travel to the Repair Location
- 24 Hour Seven Day Per Week Emergency Service
- Annual Preventive Maintenance Inspection
- Help Desk Service Support
- Monthly, Quarterly, Semi-Annual, or Annual Billing
- Contract Term: January 1, 2024 through December 31, 2024

This radio maintenance proposal includes equipment in service for the police department and the fire department. If you have any questions, please be sure to contact Tim Sage or Chris Fazekas. Thank you for the opportunity to be of service to the Borough of Highland Park.

2023 Maintenance Contract Quotation Breakdown

Qty	Notes	Manufacturer	Radio Type	Radio Model	Annual Unit Price	Annual Extended Price
2	Borough Dispatch Center	Zetron	Dispatch Console	MAX Dispatch	\$ 1,860.00	\$ 3,720.00
1	Borough Dispatch Center	Zetron	Console Controller	MAX Dispatch	\$ 2,760.00	\$ 2,760.00
1	Borough Dispatch Center	Zetron	PSP Software Services	MAX Dispatch	\$ 2,200.00	\$ 2,200.00
17	Police Department Radios	L3Harris	Mobile Radio	M7300	\$ 178.25	\$ 3,030.25
33	Police Department Radios	L3Harris	Portable Radio	PXL95P	\$ 178.25	\$ 5,882.25
2	Borough Dispatch Center	L3Harris	Control Station	M7300	\$ 178.25	\$ 356.50
2	Borough Dispatch Center	L3Harris	Repeater	Mast III	\$ 713.00	\$ 1,426.00
Radio Maintenance Contract for 2024:					\$	19,375.00
Good Customer Discount:					\$	(3,957.25)
Total Annual Maintenance Contract for 2024:					\$	15,417.75

Monthly Invoicing amount: \$ 1,284.81
Quarterly Invoicing Amount: \$ 3,854.44

**RESOLUTION NO. 2-24-73
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING APPLICATION TO NJ DEPARTMENT OF
COMMUNITY AFFAIRS FOR LOCAL RECREATION IMPROVEMENT GRANT**

WHEREAS, the Borough of Highland Park seeks to update Molimock-Graff Park, located in the Neighborhood Preservation Program (NPP) District of town; and

WHEREAS, the New Jersey Department of Community Affairs (NJDCA) has funds available for these purposes through their Local Recreation Improvement Grant program; and

WHEREAS, Borough Council desires to apply for this grant funding in the amount of \$100,000 which requires no cash match; 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 and directed to execute and submit the grant application to NJDCA.
2. The Mayor and the Borough Clerk are hereby authorized to sign the grant agreement upon acceptance on behalf of the Borough of Highland Park and that their signature constitutes acceptance of the terms and conditions and approves the execution of the grant agreement.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-74
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING APPLICATION TO NJ BOARD OF PUBLIC UTILITIES FOR THEIR COMMUNITY ENERGY PLAN IMPLEMENTATION GRANT

WHEREAS, the Borough of Highland Park seeks to implement actions outlined in its Community Energy Plan; and

WHEREAS, the New Jersey Board of Public Utilities (NJBPU) has funds available for these purposes through their Community Energy Plan Grant program; and

WHEREAS, Borough Council desires to apply for this grant funding in an amount up to \$250,000 which requires no cash match; 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 and directed to execute and submit the grant application to NJBPU.
2. The Mayor and the Borough Clerk are hereby authorized to sign the grant agreement upon acceptance on behalf of the Borough of Highland Park and that their signature constitutes acceptance of the terms and conditions and approves the execution of the grant agreement.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-75
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO AUTHORIZE PROFESSIONAL SERVICES AGREEMENT WITH
RICHVIEW CONSULTING FOR ROUTINE TREE EVALUATIONS**

WHEREAS, the Borough of Highland Park has a need for a Licensed Tree Expert (LTE) to perform routine tree evaluations for the Department of Public Works; and

WHEREAS, Richard Wolowicz of RichView Consulting is a Licensed Tree Expert (License #281) in New Jersey; and

WHEREAS, the Borough of Highland Park has solicited these services without a “fair and open process” as defined by P.L. 2004, c.19, the “Local Unit Pay-to-Play Law,” and will require completion of all necessary Pay-to-Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to N.J.S.A. 19:44A-20.8 and N.J.S.A. 19:44A-20.26, respectively; and

WHEREAS, a contract for these services may be awarded without public advertising for bids as the contract is for “Professional Services” as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(i); and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-26-290-237 in an amount not to exceed \$15,000, and will be provided for by the 2024 Municipal Budget as adopted, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2024-36.

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

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into this 6th day of February 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 RichView Consulting, 4 Maude Lane, Hackettstown NJ 07840-5619 (hereinafter referred to as "**COMPANY**").

WITNESSETH:

WHEREAS, the **BOROUGH** requires services of a Licensed Tree Expert (LTE); 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 February 6, 2024, 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 October 18, 2023, a copy of which is attached hereto is *Schedule A* and made a part hereof. The amount of said additional compensation shall not exceed \$15,000.00 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 B*.

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 will require completion of all necessary Pay-to Play forms, including the Campaign Contributions Affidavit and the Certification Regarding Political Contributions, pursuant to *N.J.S.A. 19:44A-20.8* and *N.J.S.A. 19:44A-20.26*, respectively.

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:

RichView Consulting

By: _____
Richard S. Wolowicz, LTE #281

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Signature

Date

Print Name and Company



Arboricultural & Forestry Services
www.richviewconsulting.com

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

October 18, 2023

Emma Von Thun, MPA
Assistant to the Borough Administrator/ Project Manager
Borough of Highland Park
221 S. Fifth Avenue
Highland Park, NJ 08904

Dear Ms. Von Thun:

On behalf of the staff of RichView Consulting, we want to share that it has been a pleasure working for the Borough of Highland Park for your planting project and providing input on miscellaneous tree issues. RichView Consulting is willing to continue this working relationship with the Borough. We will keep our hourly rates at \$92.00 throughout 2024. Mileage reimbursement will be based on the current IRS mileage reimbursement guidelines.

If you require any additional information, please contact me.

Looking forward to working with you again.

Sincerely,

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

Richard S. Wolowicz, LTE #281
RichView Consulting

**RESOLUTION NO. 2-24-76
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**AUTHORIZE PURCHASE OF ROCK SALT THROUGH MIDDLESEX COUNTY
COOPERATIVE PURCHASE PROGRAM**

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase items without competitive bidding from a firm or corporation currently under contract with the County of Middlesex Cooperative Purchasing Program Common Cents; and

WHEREAS the Highland Park Department of Public Works is in need of rock salt; and

WHEREAS, under Middlesex County Bid No. B-23-560, the Borough may purchase said rock salt from Morton Salt Inc., 444 West Lake Street, Suite 300, Chicago IL 60606, at County prices; and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-26-290-207 in an amount not to exceed \$25,000.00, and will be provided for by the 2024 Municipal Budget as adopted, as reflected by the Certification of Funds Available by Chief Financial Officer Certification no. 2024-37.

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 Superintendent of the Department of Public Works is hereby authorized and directed to purchase said rock salt from Morton Sale Inc., 444 West Lake Street, Suite 300, Chicago IL 60606, for a total amount not to exceed \$25,000.00.
2. That certified copies of this resolution be forwarded to the Superintendent of the Public Works Department and Finance Director.

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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-77
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION TO AUTHORIZING EMERGENCY REPAIRS TO DPW GARBAGE TRUCK WITH ON-SITE FLEET SERVICE INC.

WHEREAS, the Highland Park Public Works Department is need to make emergency repairs to Garbage Truck No. 5; and

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

WHEREAS, On-Site Fleet Services, Inc. is qualified and able to make said emergency repairs and has been authorized to proceed with the work in an amount not to exceed \$9,109.49; and

WHEREAS, funds for this purpose are available in the 2024 Temporary Budget, Current Fund Account No. 4-01-26-315-232, in an amount not to exceed \$9,109.49, and will be provided for in the 2024 Municipal Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer No. 2024-38.

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 shall be and is hereby authorized and directed to issue payment in the amount not to exceed \$9,109.49 to On-Site Fleet Service, Inc., 36 Edgeboro Road, East Brunswick NJ 08816, for services in connection with repairs to Garbage Truck No. 5.
2. Copies of this Resolution shall be provided to Public Works Department, and the Chief Financial Officer.

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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



ON-SITE FLEET SERVICE, INC.
 36 EDGEBORO ROAD, EAST BRUNSWICK, N.J., 08816
 (732) 651-1600



HIGHLAND PARK DPW
 444 VALENTINE STREET
 HIGHLAND PARK, NJ 08904
 Home 732-247-9379 Work (732) 247-9379 Cell 732-894-7134 Fax (732) 247-4844

ACCT# 1237 INVOICE# 3330091182 12/26/2023
 2011 10.8L 6 HIGH5
 VOLVO Vin 4V5KC9DF3BN295085
 VHD BASE

Mileage
 81216

CUSTOMER REPAIR INSTRUCTIONS

CHECK FOR BLOWN REAR
 REPAIR REAR LIGHTS

PARTS DESCRIPTION MECHANIC / WORK

REAR DIFFERENTIAL				7987.43 Group Total		
ZN-47691	1@	110.48	110.48 ^OIL SEAL	175	4hrs @84.98/hr	339.92
ZD-23920009	2@	68.51	137.02 ^SEAL	155	5hrs @84.98/hr	424.90
ZD-823540X1233	1@	60.51	60.51 ^PINION NUT	161	15hrs @84.98/hr	1274.70
ZD-8236580	2@	100.81	201.62 ^CONE		CHECK FOR REAR MAKING NOISE, TECH	
ZD-8236594A	1@	116.64	116.64 ^CONE		FINDS REAR MOST DIFFERENTIAL	
ZD-9383592A	2@	35.95	71.90 ^C394		BROKEN, REMOVE COMPONENTS TO ACCESS	
ZD-9383572	1@	24.94	24.94 ^BEARING		DIFFERENTIAL REMOVE AND REPLACE	
HDE-MISC	1@	64.86	64.86 ^MISC HARDWARE		DIFFERENTIAL, BEARINGS, RACES,	
ZD-8081938	1@	305.10	305.10 ^END YOKE		SELAS, DRUMS AND SHOES WITH NEW,	
ZD-8236594A	1@	55.35	55.35 ^CONE		INSTALL NEW DIFFERENTIAL HARDWARE,	
ZN-KIT4707HS	2@	110.25	220.50 ^KIT SHOE		TORQUE ALL BOLTS TO SPECS AND CLEAN	
ZN-3922T	2@	212.50	425.00 ^DRUM		HUBS, HOUSING, REFILL WITH FRESH	
ZN-RSL23180538	1@	3972.97	3972.97 ^DIFF		GEAR OIL AND TEST FOR LEAKS, ROAD	
ZD-9383572	1@	28.20	28.20 ^BEARING		TEST TO CONFIRM REPAIRS. NO FURTHER	
FL-80W90	12@	10.99	131.88 GEAR OIL 1 QT		LEAKS FOUND.	
CH-AC297	3@	6.98	20.94 ^SILICONE		Labor Subtotal 2039.52	
Parts Subtotal 5947.91						

LIGHTS				1047.06 Group Total		
ZD-84715263	1@	748.49	748.49 ^HEAD LAMP	155	3hrs @84.98/hr	254.94
LGT-44302R	1@	27.09	27.09 ^LAMP		CHECK LIGHTS TECH FINDS STOP AND	
ZN-66841	1@	10.16	10.16 ^PIGTAIL		TAILLIGHTS INOPERABLE, FRONT	
ZN-SC1210	6@	0.49	2.94 ^HEAT SHRINK BUTT		HEADLIGHT ASSEMBLY FOUND WITH	
MISC-69886	1@	3.44	3.44 ^ELECTRICAL HARDWARE		CORRODED HARNESS AND HOUSING	
Parts Subtotal 792.12					BROKEN, REPLACE LAMPS AS NEEDED,	
					REPAIR WIRING AND TEST ALL LIGHT	
					OPERATION ALL WORKING AS THEY	
					SHOULD.	
					Labor Subtotal 254.94	

RECOMMENDATIONS

I, the Registered Owner, authorize you to perform the above repairs, furnish all materials and include any necessary sublet work in the above estimate. I understand any cost quoted heretofore is an estimate only. Your employees may operate vehicle for inspection, testing, delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. I agree to pay reasonable storage on vehicle left more than 48 hrs. after notification that repairs are completed. An express mechanic's lien is acknowledged on above vehicle to secure that amount of repairs thereto, including those from any prior work or repair contact on this vehicle. In the event an attorney is retained to foreclose this lien or to bring suit for collection of any sums due, I agree to pay costs of collection and reasonable attorney fees. Receipt of a copy of this order is hereby acknowledged.

WE APPRECIATE THE OPPORTUNITY TO SERVE YOU

*** SEE NEXT PAGE ***

SIGNED: _____
 CUSTOMER SIGNATURE



HIGHLAND PARK DPW
 444 VALENTINE STREET
 HIGHLAND PARK, NJ 08904
 Home 732-247-9379 Work (732) 247-9379 Cell 732-894-7134 Fax (732) 247-4844

ACCT# 1237 INVOICE# 3330091182 12/26/2023
 2011 10.8L 6 HIGH5
 VOLVO Vln 4V5KC9DF3BN295085
 VHD BASE

Mileage
 81216

CUSTOMER REPAIR INSTRUCTIONS

PARTS DESCRIPTION MECHANIC / WORK

SHOP CHARGES			75.00 Group Total
*Y-SS	1@	75.00 75.00 SHOP SUPPLIES	
Parts Subtotal			75.00

RECOMMENDATIONS

Charged

I, the Registered Owner, authorize you to perform the above repairs, furnish all materials and include any necessary sublet work in the above estimate. I understand any cost quoted heretofore is an estimate only. Your employees may operate vehicle for inspection, testing, delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. I agree to pay reasonable storage on vehicle left more than 48 hrs. after notification that repairs are completed. An express mechanic's lien is acknowledged on above vehicle to secure that amount of repairs thereto, including those from any prior work or repair contract on this vehicle. In the event an attorney is retained to foreclose this lien or to bring suit for collection of any sums due, I agree to pay costs of collection and reasonable attorney fees. Receipt of a copy of this order is hereby acknowledged.

WE APPRECIATE THE OPPORTUNITY TO SERVE YOU

PARTS	6815.03
LABOR	2294.46
<< NO TAX >>	
TOTAL	9109.49

SIGNED: _____
 CUSTOMER SIGNATURE

**RESOLUTION NO. 2-24-78
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE RENEWAL COPIER LEASES UNDER STATE
CONTRACT WITH RICOH USA, INC.**

WHEREAS, under the terms and conditions of the Public Contracts Law of the State of New Jersey, a municipality may purchase and/or rent items without competitive bidding from a firm or corporation currently under contract with the State of New Jersey; and

WHEREAS, the Borough of Highland Park is in need of replacing photocopiers in the Community Center, the Police Department and the Code Enforcement, said equipment as more fully described on the proposal; and

WHEREAS, under State Contract No. M2075- 24-FOOD-52426, the Borough may lease four (4) Ricoh Copiers; one (1) Ricoh IMCW2200 in the Code Enforcement Dept.; one (1) Ricoh IMC6010 in the Community Services.; One (1) IMC2510 for the Police Department; One (1) Ricoh IM3500A for the Police Department; for a 48 month rental contract, at the State contract prices; and

WHEREAS, funds for this purpose shall be made available in Account No. 4-01-20-121-208 in a monthly amount of \$1,097.41 excluding any possible overage charges, as reflected by the certification of funds by the Chief Financial Officer, no. 2024-39.

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 arrange for the lease of the aforesaid photocopying equipment from Ricoh USA, Inc., 300 Eagleview Blvd, Suite 200, Exton, PA 19341.
2. That certified copies of this resolution be forwarded to Borough Administrator, Chief Financial Officer, Police Chief, Community Service, Code Enforcement and Borough Clerk.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-79
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE PAY ESTIMATE NO. 6 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. 6 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 \$91,876.68 in accordance with said Pay Estimate No. 6 for work performed through January 15, 2024; and

WHEREAS, funds for this purpose are available in Capital Fund Account No. C-04-55-831-001 in an amount not to exceed \$91,876.68, as reflected by the Certification of Funds Available by Chief Financial Officer Certification No. 2024-40.

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 \$91,876.68, as certified by the Architects certification of Pay Estimate No. 6, 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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-80
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE CHANGE ORDER NO. 8 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, by Resolution No. 1-24-26, adopted on January 16, 2024, the Borough Council authorized Change Order No. 7, in an amount not to exceed \$3,393.00, for a total contract amount of \$734,270.79; and

WHEREAS, the Architect, Arcari + Iovino Architects, P.C. has prepared the attached Change Order No. 8 to the said contract for fire alarm signalization, for an increase of \$1,053.00 in the contract amount and is less than 20% of the original contract, for a total contract amount of \$735,323.79; 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 \$1,053.00, for a total contract amount of \$735,323.79, as reflected by the Certification of Funds Available by the Chief Financial Officer certification no. 2024-41.

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. 8, dated January 12, 2024, 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 February 6, 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: 008
Date: January 12, 2024

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.)

Fire Alarm Signalization (COR #2023-043-12). Add \$1,053.

The original Contract Sum was	\$	697,300.00
The net change by previously authorized Change Orders	\$	36,970.79
The Contract Sum prior to this Change Order was	\$	734,270.79
The Contract Sum will be increased by this Change Order in the amount of	\$	1,053.00
The new Contract Sum including this Change Order will be	\$	735,323.79

The Contract Time will be increased 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)*

SIGNATURE

Anthony Iovino, President
PRINTED NAME AND TITLE

DATE

1/12/2024

Molba Construction
CONTRACTOR *(Firm name)*

SIGNATURE

Michelle Altamura, V. President
PRINTED NAME AND TITLE

DATE

4/2/2024

Borough of Highland Park
OWNER *(Firm name)*

SIGNATURE

Michael Bobish, HPPL Director
PRINTED NAME AND TITLE

DATE

2/1/24

**RESOLUTION NO. 2-24-81
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 2/6/2024 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 February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 2-24-82
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

WHEREAS, N.J.S.A. 40A:4-19 allows for a municipality to adopt a temporary budget within the first 30 days of its budget year when contracts, commitments or payments need to be made prior to the adoption of the regular budget, and

WHEREAS, the Borough of Highland Park requires additional appropriations to maintain operations until such time that the Borough Budget is adopted,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, that the following additional temporary emergency budget appropriations be authorized:

DEPARTMENT	CURRENT FUND TYPE	AMOUNT
Township of Freehold IT Svcs	O/E	\$16,980.00
Community Development Block Grant	O/E	\$76,445.00

DEPARTMENT	WATER/SEWER UTILITY TYPE	AMOUNT
Middlesex County Utilities Authority	O/E	\$300,000.00

BE IT FURTHER RESOLVED that a certified copy of this resolution be transmitted to the Chief Financial Officer of the Borough.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on February 6, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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