

BOROUGH OF HIGHLAND PARK
REGULAR MEETING
MARCH 5, 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 16, 2024 Regular/Executive Session Mtg.
 - January 30, 2024 Redevelopment Entity Mtg.
 - February 6, 2024 Regular Mtg.

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. Consent Agenda Items - Resolutions.

MOTION to adopt/reject

ROLL CALL VOTE

- 11.a *3-24-90 Resolution Authorizing Agreement with Gabel Associates thru ACES Plus Cooperative for Consulting on Renewable Government Energy Aggregation
- 11.b *3-24-91 Resolution Amending Resolution to Establish Certain Fees
- 11.c *3-24-92 Resolution Authorizing Issuance of Request for Proposals for Community Solar Developers
- 11.d *3-24-93 Resolution Authorizing Emergency Repairs to Garbage Truck 17 with Sanitation Truck Repair Co., Inc.
- 11.e *3-24-94 Resolution Authorizing Repairs to Garbage Truck 10 with Norcia Corporation
- 11.f *3-24-95 Resolution Authorizing Reclassification of Community Development Block Grant Funds From Program Years 2021 & 2022
- 11.g *3-24-96 Resolution Awarding a Contract to Down to Earth Landscaping for Tree Planting - Spring 2024
- 11.h *3-24-97 Resolution Authorizing Application to Middlesex County for a 2024 Recycling Enhancement Grant
- 11.i *3-24-98 Resolution to Approve Bills List

12. Resolutions requiring a Separate Reading.

- 12.a 3-24-99 Resolution to Amend 2024 Municipal Temporary Budget.

MOTION adopt/reject

ROLL CALL VOTE

13. Appointments.

14. **Second Public Participation.**
(3 minutes per speaker on any topic; subject to 9 PM conclusion. 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.)
15. Recess (5 minutes).
16. MOTION to adjourn.
17. **Next Scheduled Meeting:** March 19, 2024 @ 7 PM

**RESOLUTION NO. 3-24-90
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING THE AWARD OF AN ENERGY CONSULTING
SERVICES CONTRACT TO GABEL ASSOCIATES, INC. FOR SERVICES IN
CONNECTION WITH THE ESTABLISHMENT OF A RENEWABLE ENERGY
AGGREGATION (RGEA) PROGRAM**

WHEREAS, the New Jersey School Boards Association (hereinafter referred to as “NJSBA”), is the Lead Agency in accordance with the Public School Contracts Law, N.J.S.A. 18A:18A-1 et seq, Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq.(“EDECA”) and the regulations promulgated thereunder; and

WHEREAS, under EDECA, NJSBA is authorized to provide other energy-related services to its members; and

WHEREAS, N.J.S.A. 40A:11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, NJSBA and the New Jersey Association of School Administrators (NJASA) has created, and is offering to schools districts and others, the ACESplus Program which is designed to assist participating members with the evaluation and implementation of certain energy related programs, including Renewable Energy Programs; and

WHEREAS, Resolution No. 9-16-254, approved on September 6, 2016, authorizes the Borough of Highland Park to participate in the Alliance for Competitive Energy Services (ACES) Cooperative Pricing and ACESplus Program; and

WHEREAS, on September 14, 2021, Borough Council passed Ordinance No. 2031, to establish a Government Energy Aggregation Program in order to provide residents access to power supply with substantially higher renewable energy content at a price that is competitive with default power supply; and

WHEREAS, Gabel Associates, Inc. is the energy consultant for the ACESplus Program and has submitted a proposal to the Borough of Highland Park for services for the development and management of a Renewable Government Energy Aggregation Program; and

WHEREAS, Gabel Associate’s services will be paid by the future energy provider as selected through a competitive procurement process, meaning there will be no “out-of-pocket” costs to the Borough for these services.

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

- 1. The Mayor and Borough Clerk are authorized and directed to execute and attest on behalf of the Borough an agreement for energy consulting services with Gabel Associates, 417 Denison Street, Highland Park, NJ 08904, attached hereto.
- 2. The NJSBA, via its professional energy consultant Gabel Associates, is hereby authorized to work with the Borough Administration to implement a Renewable Government Energy Aggregation Program for the Borough of Highland Park, as authorized by, and in accordance with the requirements of, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., EDECA, the Clean Energy Act of 2018, and the Proposal.
- 3. This Resolution shall take effect immediately upon passage.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**AGREEMENT BY AND BETWEEN
BOROUGH OF HIGHLAND PARK, NJ
AND
GABEL ASSOCIATES, INC.**

THIS AGREEMENT made this ____ day of ____, 2024 (Effective Date) by and between the Borough of Highland Park in Middlesex County, New Jersey ("Highland Park" or "Borough"), a body politic and corporate of the State of New Jersey, with principal offices located at 221 South 5th Ave, Highland Park, NJ 08904, and Gabel Associates, Inc. ("Gabel Associates" or "Consultant") having its principal place of business at 417 Denison Street, Highland Park, New Jersey 08904, hereby recites as follows:

WITNESSETH:

WHEREAS, Highland Park has designated Gabel Associates as a provider of energy agent and energy consulting services to be utilized by Highland Park in connection with the development and administration of energy procurement processes for a Government Energy Aggregation ("GEA") program, more specifically, a Renewable Government Energy Aggregation ("R-GEA") program; and

WHEREAS, Gabel Associates is willing and able to provide the required services (with such services outlined fully below); now, therefore,

IN CONSIDERATION of the mutual promises contained herein, Highland Park and the Consultant agree as follows:

1. TERM

The term of this Agreement shall be for the period commencing upon the Effective Date of this Agreement and continuing until the expiration of the third-party electricity supply contracts(s) entered into by Highland Park pursuant to the R-GEA or two years, whichever is longer. The term of this Agreement may be extended upon mutual agreement between Highland Park and Consultant, for a period of up to an additional two years, as permitted by law.

2. CONSULTING SERVICES

The Consulting Services (also referred to as the "Services") to be performed by Gabel Associates, that are the subject of this Agreement are as follows. Such Services shall be undertaken pursuant to direction from Highland Park or its project manager employees.

These services relate to Highland Park's Renewable Government Energy Aggregation Services ("R-GEA") program for the purchase of electricity, including renewable energy attributes, for the Borough's residents. Highland Park is serving as Lead Agent of the Borough's R-GEA program. A GEA program is as defined in N.J.S.A. 48:3-92 et al. An R-GEA program is a GEA program that includes an additional element of renewable energy in the power supply. Such a program is not a standard energy procurement process but requires the involvement of residents, the local government, the Board of Public Utilities (BPU), regulators and Third Party Suppliers (TPS).

1. PUBLIC OUTREACH TO RESIDENTIAL CUSTOMERS

- a. Work with Highland Park to set up and advertise public discussion forums on R-GEA
- b. Attend Council meetings as necessary and directed to present and discuss the concept of R-GEA with residents, the scheduling of said meetings to be coordinated with Borough officials
- c. Develop other avenues for communication with residents of Highland Park through the Borough websites, the municipal newsletters, and other forms of communication
- d. Develop other documents such as a "Frequently Asked Questions" page for upload to the Borough website and handouts to be available at town hall meetings or distributed at local events
- e. Meet with Highland Park representatives to decide how to time electric procurement bids
- f. Work with Highland Park and its counsel to prepare necessary resolution/ordinance(s), including drafting of such documents and other documents as may be necessary to implement R-GEA

2. CONTACTS WITH BPU AND REGULATED UTILITY

- a. Work with BPU, if necessary, to obtain its approval of an Electric Distribution Company ("EDC") Agreement with Public Service Electric and Gas (hereinafter referred to as the "EDC") if necessary, and Form Notices to Customers
- b. Work with the EDC and municipal counsel to execute the standard EDC aggregation Agreement, if necessary, to implement a R-GEA program
- c. Meet with the EDC to obtain its support for the requirement to supply data and discuss modalities of transfer, including the handling of confidential customer information
- d. Work with the BPU to obtain any other approvals that may be required by the BPU

3. DATA COLLECTION

- a. Obtain account and other needed data information to include in the bid package

4. CONTACTS WITH TPS AND LIST OF POTENTIAL SUPPLIERS

- a. Prepare list of potential viable suppliers
- b. Communicate with New Jersey Licensed Third Party Suppliers ("TPSs") about the upcoming bid, documents and related processes and encourage their participation

5. DEVELOPMENT OF BID SPECIFICATIONS AND CONTRACT

- a. Prepare a RFP consistent with the BPU Rules, the Local Public Contracts Law (as applicable) and Highland Park R-GEA program-specific details
- b. Discuss with the Borough and obtain approval by Highland Park and its counsel of **RFP** content, including but not limited to:
 - i. Length(s) of contract
 - ii. Terms and conditions of contract
 - iii. Expected savings for participants
 - iv. Design and implementation of renewable energy content, product design and verification protocol
 - v. Scoping of and sustainability-related value-added services, if applicable
 - vi. Development of proposal evaluation criteria
- c. Present the RFP draft to the BPU and the Division of Rate Counsel for comments, if necessary or appropriate as determined by Highland Park and its counsel
- d. Discuss with Highland Park and its counsel suggestions by BPU and Division of Rate Counsel and eventual implementation
- e. Obtain approval of RFP by Highland Park and its counsel
- f. Prepare a master performance contract following BPU guidelines and Local Public Contracts Law requirements
- g. Present the contract draft to the BPU and the Division of Rate Counsel for comments, if necessary
- h. Obtain approval of preliminary contract by Highland Park and authorization to implement, if accepted

6. ADMINISTRATION OF BID PROCESS

- a. Make licensed suppliers aware of the bid
- b. Prepare responses to all vendor questions and any necessary addenda
- c. After review and approval by Highland Park and its counsel, distribute the responses and addenda to all suppliers
- d. Review and provide ranking of supplier qualifications to provide requested R-GEA services
- e. Consistent with the Local Public Contracts Law and Department of Community Affairs' requirements, establish a bidding procedure that maximizes the likelihood of receiving beneficial bids
- f. Analyze bid responses
- g. Prepare a Report for Highland Park providing evaluation of qualifications, analysis of bid, and recommendations for contract award
- h. Facilitate finalization and execution of contract between Highland Park and selected supplier

7. IMPLEMENTATION OF R-GEA

- a. Coordinate with Highland Park and the selected supplier to prepare written notice to residential accounts and opt-out forms for the implementation of a R-GEA
- b. Obtain from the EDC a list of residential accounts and service addresses that have not already signed up with a TPS; assist in review and edit of customer list to assure consistency with municipal boundaries
- c. Coordinate printing and mailing of R-GEA notice to residential customer list (such printing and mailing to be undertaken by the winning supplier) obtained from EDC
- d. Coordinate tallying of "Opt-out" notices
- e. Transfer of list of residential accounts to designated TPS

- f. Verify change of supplier
 - g. Set up program-specific contact name, toll-free telephone number and email address for customer inquiries
 - h. Respond to incoming telephone and email inquiries from residents regarding the Borough's R-GEA program
8. **ENERGY ADVISORY SERVICES**
- a. Perform ongoing market monitoring and advisory services
9. **CLIENT RELATIONSHIP**
- a. Meet with Highland Park during the bid process as well as after the award is made.
 - b. Monitor selected supplier performance; handle customer inquiries that cannot be resolved by supplier; respond to inquiries and requests for information from Highland Park; obtain necessary program performance information from supplier(s)
3. **COMPENSATION**

For all Services pursuant to Section 2 rendered by Gabel Associates as Consultant, Gabel Associates shall be paid by the winning supplier(s), with no out-of-pocket consulting services payments to be made by the Borough. The Request for Proposals for Electric Supply Service shall require that Price Proposals include an energy agent fee of \$0.00085 per kilowatt hour payable by the winning supplier(s).

The suppliers shall include this agent fee in their price proposals and the winning supplier will invoice participants based on the Bid Price each month and, subsequent to collection of payment from participants, the winning supplier would remit payment of the collected energy agent fees to Gabel Associates on a monthly basis. No energy agent fees will be collected by Gabel Associates unless and until a successful bid is conducted and a resultant power supply contract is awarded by Highland Park to a third-party supplier to service the Borough's R-GEA program.

Certain expenses are required in order to implement an R-GEA which are not included in the energy agent fee. These expenses include the cost of a mailing that will be sent after a winning supplier is chosen and will contain pricing and opt-out provisions. Publication and mailing costs for this mailer to residents will be the responsibility of the selected supplier.

Additionally, the implementation of the R-GEA may result in some out-of-pocket expenses directly related to the R-GEA program that are not covered by the energy agent fee but which, if incurred by the Borough, are recoverable from the selected supplier pursuant to N.J.A.C. 14:4-6.8(d). Such expenses include:

- a. Fees by the local EDC, if any, to supply the needed information on identity and electricity usage of residential accounts participating in the R-GEA (note: as of the date of this Agreement no such fees have been imposed by the EDC on GEA or R-GEA programs).
- b. Out-of-pocket expenses incurred by Highland Park, including legal/professional fees associated with the R-GEA.

Any such direct expenses related to these activities that are incurred by Highland Park shall be recoverable from the winning supplier, pursuant to N.J.A.C. 14:4-6.8(d).

4. STANDARD OF CARE

The Consultant shall comply with the standard of care attributable to the professions utilized in performing the services detailed herein and shall perform in accordance with the terms and conditions of this agreement. The Consultant agrees that all documents prepared, and all specifications provided, shall meet the requirements outlined by Highland Park and shall comply with all applicable laws, codes and standards applicable to R-GEA programs.

5. INSURANCE

Prior to commencing work, the Consultant shall furnish Highland Park with a Certificate of Insurance as evidence that it has procured the following insurance coverage:

- a. Professional Liability
 - a. \$2,000,000.00
- b. Workers Compensation and Employer's Liability
 - a. \$ 1,000,000.00
- c. General Liability
 - a. \$2,000,000.00
(general aggregate)
- d. Auto Liability
 - a. \$1,000,000.00 (combined single limit) each accident hired autos, non-owned autos. Note that Gabel Associates does not own any automobiles.
- e. Highland Park is to be listed as Additional Insured with respect to the General Liability policy
- f. Gabel Associates will provide Highland Park with thirty (30) days' notice of cancellation, non-renewal or change in insurance coverage

6. INDEMNIFICATION / LIABILITY

Consultant and Highland Park shall defend, indemnify and hold harmless the other party, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, including attorney's fees, whether for personal injury, property damage or other liability, arising out of or in any way connected with the other party's negligent acts in connection with this Agreement.

Gabel Associates is acting in a consulting capacity and any opinions, advice, forecasts, or analysis presented by Gabel Associates are based on its professional judgment and do not constitute a guarantee. In no event shall Highland Park or Gabel Associates be responsible for any special, indirect or consequential damages arising under or in connection with the services provided pursuant to this agreement.

7. TERMINATION

Highland Park may terminate this agreement for cause upon twenty (30) days written notice delivered to Consultant by certified mail, return receipt requested if Consultant materially breaches any terms of this agreement and does not, within the twenty (30) days written notice period, take reasonable steps to cure the breach.

All agent fee payment obligations from TPS as described in Section 3 for energy agreements executed prior to termination shall survive termination.

Consultant may terminate this agreement with sixty (60) days' written notice to Highland Park.

8. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

9. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. Modification.

This agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

b. Headings.

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this contract.

c. Invalid Clause.

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement should be binding upon all parties hereto.

d. Entire Agreement.

This agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

e. Work Product.

For avoidance of doubt, the results of the modeling associated with any services will be provided to and owned by Highland Park; however, the underlying tools, methodologies, datasets, and modeling systems will remain proprietary, confidential, and the property of Gabel Associates.

f. Confidentiality.

In the course of its performance under this agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates or Highland Park, as applicable, (and subject to the Open Public Record Act) to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction. This confidentiality paragraph shall survive termination of this Agreement.

g. Assignability.

This agreement and all rights, duties and obligations herein may not be assigned by the Consultant to any professional corporation, person and/or other entity without the prior written approval of Highland Park.

f Certification Regarding Debarment.

The Consultant shall complete the Certification Regarding the Debarment,

Suspension, Ineligibility and Voluntary Exclusions- Lower Tier Covered Transactions. A copy of said Certification shall be attached to this agreement.

g. Affirmative Action.

The affirmative action provisions set forth in the documents attached hereto and incorporated herein and made a part hereof (Exhibit A).

h. Americans with Disabilities Act.

The Americans with Disabilities Act provisions as set forth in the documents attached hereto are incorporated herein and made a part hereof

i. Waiver.

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

J. Binding Agreement.

This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, or assigns.

k. Business Registration and Sales and Use Tax Requirements.

Consultant agrees to comply with the provisions of the "Business Registration and Sales and Use Tax Requirements" attached hereto and incorporated herein and made a part hereof (Exhibit B).

l. Political Contributions.

Consultant agrees to comply with the provisions of the "Political Contributions Requirements" attached hereto and incorporated herein and made a part hereof (Exhibit C).

M. Qualifications.

Consultant represents that it possesses all of the licenses and registrations, if any, required by the State of New Jersey to perform the services set forth in this Agreement and that it will maintain such licenses during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.

ATTEST:

HIGHLAND PARK

NAME: Jennifer Santiago
TITLE: Borough Clerk
DATE:

NAME: Elsie Foster
TITLE: Mayor
DATE:

WITNESS:

GABEL ASSOCIATES INC

NAME:
TITLE
DATE:

NAME: Steve Gabel
TITLE: President
DATE

:

EXHIBIT A
AFFIRMATIVE ACTION PROVISIONS

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, race, 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

Gabel Associates, Inc.

Name of Company



Signature

Steven Gabel, President

Name and Title

2/28/24

Date

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-2023** to **15-Sep-2030**

**GABEL ASSOCIATES, INC.
417 DENISON STREET
HIGHLAND PK**

NJ 08904



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

EXHIBIT B

BUSINESS REGISTRATION AND SALES AND USE TAX FORM

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:

GABEL ASSOCIATES, INC.

TRADE NAME:

ADDRESS:

**417 DENISON ST
HIGHLAND PARK NJ 08904-2733**

SEQUENCE NUMBER:

0108524

EFFECTIVE DATE:

11/03/95

ISSUANCE DATE:

05/04/22

James J. Fusione

Director
New Jersey Division of Revenue

FORM-BRC

104 003 09080451

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

EXHIBIT C
POLITICAL CONTRIBUTIONS REQUIREMENTS

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Gabel Associates, Inc.		
Address:	417 Denison Street		
City:	Highland Park	State: NJ	Zip: 08904

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Steven Gabel	President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$200 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

Check here if the information is continued on subsequent page(s)

**RESOLUTION NO. 3-24-91
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

AMENDING RESOLUTION TO ESTABLISH CERTAIN FEES

BE IT RESOLVED by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey, that the following certain fees are hereby established for the year 2024:

1. That copies of official records requested by members of the public and other non-Borough persons, offices and entities shall be available through the Borough Clerk or other custodian upon payment of the following fees, which shall be based upon the total number of pages or parts thereof for each document for which a page or pages are requested:

8 ½ “ x 11” paper	\$.05	per page
8 ½” x 14” paper	.07	per page
11” x 19” paper	.07	per page
Election District Map	.75	
Zoning Map	1.50	
DVD/CD w/case	.90	
Blue burn BIS Digital CD	3.21	

2. That copies of police records maintained by the Police Department which are requested by members of the public and non-Borough offices and entities shall be available upon payment of the following fees for documents, pages or parts thereof:

Motor Vehicle Accident Reports and Investigation Reports

In person requests:

8 ½ “ x 11” paper	\$.05	per page
8 ½” x 14” paper	.07	per page
11” x 19” paper	.07	per page

Other Than In person requests	Flat fee of \$5.00; plus cost of mailing	
Discovery	per page charge plus cost of mailing when applicable	
Copying video tapes	requestor shall provide sealed tape	
Audio tape reproduction	requestor shall provide sealed tape	
Insurance Claims (in person or mailed)	per page charge plus cost of mailing when applicable	
Pistol Permits	25.00	
Firearms Identification Card	50.00	
Conceal Carry Permits	150.00	
Verification Letter	50.00	
Photographs		
4 x 6	10.00	first 10 photos
	5.00	each additional photo
8 x 10	20.00	first 10 photos
	5.00	each additional photo

If records are requested in a medium other than paper, the fee shall be the cost of the medium and conversion costs when applicable.

3. That the following schedule of fees is hereby established for recreation activities conducted by the Community Services Department:

Program Fees	Participant Fees		
	HP	Non-resident	
<u>Description</u>			
Late Fees	\$15.00	\$15.00	
Men's Basketball	\$30.00	\$40.00	(10 sessions)
Flag Football	\$110	\$145.00	
Adult Indoor Soccer	\$40.00	\$55.00	(10 sessions)
Adult Soccer on the turf	\$30.00	\$40.00	(10 sessions)
Soccer & Sports Clinics	\$60.00	\$85.00	(5 sessions)
Fall Soccer	\$80.00	\$95.00	
Youth Basketball	\$90.00	\$110.00	
Youth Baseball and Softball	\$80.00	\$95.00	
Men's Softball (per team)	\$300.00	\$300.00	
Women's Softball (per team)	\$300.00	\$300.00	
Tennis (Instructional)	\$96.00	\$136.00	(8 sessions)
Youth Track and Field	\$80.00	\$96.00	(8 sessions)
Volleyball - Adult	\$30.00	\$40.00	(10 sessions)
Israeli Dance	\$80.00	\$100.00	(10 sessions)
Fitness For All	\$80.00	\$100.00	(10 sessions)
Tai Chi	\$80.00	\$100.00	(10 sessions)
Adult Class 2X per week	\$130.00	\$160.00	(20 sessions)
Summer Camp	\$225.00	\$260.00	(per week)
Specialty Camps	\$245.00	\$290.00	(per week)
Before care	\$20.00	\$25.00	(per week)
Aftercare	\$30.00	\$40.00	(per week)
Before & Aftercare	\$40.00	\$50.00	(per week)
Table Tennis	\$40.00	\$48.00	(4 sessions)
Theater Production	\$190.00	\$245.00	
Theater Review Class	\$125.00	\$150.00	(8 sessions)
Youth Dance	\$96.00	\$128.00	(8 sessions)
Toddler/Preschool Movement Class	\$48.00	\$64.00	(4 sessions)
Chess	\$80.00	\$96.00	(8 sessions)
Art Class	\$50.00	\$60.00	(5 sessions)
Volunteer Led Clubs	\$30.00	\$40.00	(10 sessions)
Engineering/Coding	\$60.00	\$80.00	(5 sessions)
Art Class – Painting	\$60.00	\$80.00	(5 sessions)
Art Class – Ceramics	\$70.00	\$100.00	(5 sessions)
Adult Classes	\$10.00	\$12.00	Per session
Sports Sponsors	\$300	Supports a team in 1 sport	
	\$600	Supports teams in 3 sports	
Vendor Fees	\$150	Food Vendor	
	\$100	Small Merchandise Vendor	
	\$150	Large Merchandise Vendor	
	\$50	Any Highland Park Business	

In Town Yearly Membership	\$20.00	Per person
Out of Town Membership	\$90.00	Per person
Membership Late Fee	\$5.00	Per person
Senior Holiday Party & Luncheon	\$10.00	Per person
Craft Programs	\$5.00	Per session
Jewelry Workshop	\$5.00	Per session
Atlantic City Trips	\$40.00-\$45.00	Per trip (based on Casino)
NYC Broadway Shows	TBA	Based on show
PNC Concert Trips	\$5.00	Per trip (Spring/Fall)
Day Trips	\$5.00-\$15.00	Per trip (based on location)
Peddler's Village	\$15.00	Per trip
Smithville	\$15.00	Per trip
Delicious Orchards	\$5.00	Per trip
Longwood Gardens	TBA	Per trip
Hunterdon Hills Playhouse	\$60.00-\$80.00	Based on show
Villa Roma Resort Trip	TBA	
Jackson & Jersey Shore Outlets	\$10.00	Per trip
Pottery Studio Trip	\$5.00	Per trip
Long Branch/Point Pleasant Beach	\$10.00	Per trip
NJ Flower & Garden Show	\$5.00	Per trip
Diamond Tours Trips	TBA	Based on location
Rendezvous Travel Trips	TBA	Based on location
Cornucopia Cruise Trips	TBD \$60.00 and up	Spring & Fall
Monday Movie Donations	\$1.00	Per movie
Donation Drive	TBA	Spring & Fall (for Community
Senior Exercise Classes	\$3.00	Per class or payment plan on bundle
Zumba Gold	\$3.00	Per class
Turf Field		
Out-of-town groups	\$150/hour	Full field
	\$50/hour	½ field
	\$10/hour	Light charges
Out-of-town groups (non-profit)	\$100/hour	Full field
	\$34/hour	½ Field
	\$10/hour	Light charges
Running Track		
Out-of-town groups	\$100/hour	
Out-of-town groups (non-profit)	\$60/hour	

To be eligible for a scholarship, participant must submit application by the due date and show proof of income eligibility. Residents eligible for free and reduced lunch pay for 40% of the program fee.

One coach per team receives an \$80 credit for use on a future program registration once coaching season is completed.

REFUND POLICY

All refunds will be credited to a household account and funds may be used for payment of future registrations. No refunds will be given after the start of the program. A 50% refund (credit to your account) will be given if within two weeks of the start of the program. A refund credit will be given if withdrawal from a program occurs more than two weeks from the start of the program (credit to your account) with a \$10.00 Administrative Fee.

4. That the Borough Clerk shall charge a Five (\$5.00) Dollar administrative fee for all resolutions approving refunds for fees, licenses, and permits issued by the Borough Clerk’s Office and paid to the Borough, which charge shall be deducted from the refund by the Finance Department.
5. That a fee of Twenty (\$20.00) Dollars shall be charged for all checks or credit cards presented to the Borough in payment of any tax, service, program, etc., that are returned by the bank for any reason, except that in cases where the check is returned in error by the bank, the Finance Director shall waive said fee.
6. That copies of the Highland Park Natural Resource Inventory prepared and published in its original state shall be available to the public at a cost of \$2.50 per black and white copy and \$15.00 per color copy. That copies of the Master Plan prepared and published in its original state shall be available to the public at a cost of \$4.50 per black and white copy and \$15.00 per color copy; and that copies of the Land Use Ordinance prepared and published in its original state shall be available to the public at a cost of \$17.50 per copy.
8. a. That the Borough Tax Collector shall charge a fee of \$100.00 to prepare duplicate certificate of tax sale for a lost or destroyed tax sale certificate.
 b. That the Borough Tax Collector shall charge a fee of \$50.00 to prepare a Certificate for Redemption of Certificate of Sale.
 c. That the Borough Tax Collector shall charge a fee of \$25.00 per tax sale notice mailing to property owners, said mailings not to exceed two (2). Such fee shall be added to the cost of said tax sales.
 d. That the Borough Tax Collector shall charge a fee of \$5.00 to prepare duplicate tax bill (first copy) and a fee of \$25.00 for each subsequent duplicate copy of the same tax bill in the same fiscal year.
9. That the Borough Clerk shall collect a fee for distribution of bid specifications in an amount to be determined by the Borough Engineer.
10. That Sustainable Highland Park shall collect a fee of \$75.00 for vendor participants in Earth Day celebration.
11. Certified copies of this resolution be forwarded to the departments referenced above.

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 March 5, 2024.

 Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-92
HIGHLAND PARK BOROUGH
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS
FOR COMMUNITY SOLAR DEVELOPERS**

WHEREAS, the New Jersey Board of Public Utilities (NJBP) Community Solar Program has been made into a permanent program and Highland Park seeks to move forward to develop and manage a Community Solar Program; and

WHEREAS, the Program allows municipal entities to form subscriber groups for community solar projects by including the residents of the Borough in an ‘opt-out’ participation program; and

WHEREAS, the Borough desires to submit an application to the Program and form a subscriber group of low and moderate income (LMI) customers to receive the economic benefit from a community solar project via energy savings; and

WHEREAS, in order for the Borough to submit a viable application to the Program, the Borough also needs to identify a third-party solar developer that will finance, own, operate, and maintain a community solar project; and

WHEREAS, the Borough desires to undertake the development and implementation of a competitive contracting Request for Proposals (“RFP”) seeking proposals from solar developers to fund, install, own, operate and maintain a photovoltaic energy system, partner with the Borough in the preparation and submission of an application to the Program, and provide low cost renewable energy to the Borough’s subscriber group via a master service agreement; and

WHEREAS, pursuant to law, specifically, N.J.S.A. 40A:11-4.1(j), and N.J.S.A. 40A:11-15(44) the Borough of Highland Park is authorized to utilize competitive contracting process to procure solar developer proposals for development of the Project and completion of the Program application and award of a master services agreement for the Borough’s subscriber group; and

WHEREAS, Highland Park entered into a Consulting Agreement with Gabel Associates on October 10, 2023, by which Gabel Associates will support development of the Program; and

WHEREAS, there shall be no cost to Highland Park under the Gabel Associates’ consulting agreement, and all fees for Gabel Associates’ services shall be paid by the successful developer in connection with a Master Performance Agreement (MPA), as more fully set forth in Gabel Associates’ Agreement.

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

1. The Borough Administrator hereby authorized and directed, working with legal counsel and Gabel Associates, to develop, issue and administer a competitive contracting Request For Proposals process seeking proposals from solar developers for development of the Project, completion of the Program application and award of a Master Services Agreement for the Borough’s subscriber group which defines the terms and conditions of service by the successful respondent.

2. The Mayor, Borough Administrator, Borough Clerk, Borough Attorney, and other appropriate officers, employees, professionals, and Gabel Associates are hereby authorized and directed to prepare and execute any and all other documents and undertake any and all acts necessary to effectuate Highland Park’s participation in the NJBPU Community Solar Program.

3. The Mayor’s designee is hereby authorized and directed to include in the request for proposals a requirement that the successful respondent reimburse the Borough for costs associated with the development and implementation of the RFP and Program application process.

4. This resolution shall take effect immediately.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on March 5, 2024.

 Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-93
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING EMERGENCY REPAIRS TO GARBAGE TRUCK 17
WITH SANITATION TRUCK REPAIR CO., INC.**

WHEREAS, the Highland Park Public Works Department had a need to make emergency repairs to the Garbage Truck 17; 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, Sanitation Truck Repair Co., 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 \$16,275.98; and

WHEREAS, funds for this purpose are available in the 2023 Temporary Budget, Current Fund Account No. 4-01-26-315-232, in an amount not to exceed \$16,275.98, 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. 2024-43.

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

1. That the Chief Financial Officer is hereby authorized and directed to issue payment in the amount not to exceed \$16,275.98 to Sanitation Truck Repair Inc., 2301 Roosevelt Avenue, South Plainfield, NJ 07080, for the repairs to Garbage Truck 17.
2. Copies of this Resolution shall be forwarded to the Chief Financial Officer, the Department of Public Works and Borough Administrator.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



SANITATION TRUCK REPAIR CO.,INC.

2301 ROOSEVELT AVE.
 SO. PLAINFIELD, NJ 07080
 PH: 908-561-3890 - FAX:908-561-6992
 E MAIL: STRTRUCKEQUIP@AOL.COM

Estimate

Date	Estimate #
2/15/2024	5078

Name / Address	LICENSE 00927 STATE CONTRACT T2108 & T2085	
HIGHLAND PARK DPW MIKE WIECZORKIEWICZ 444 VALENTINE ST. HIGHLAND PARK, NJ 08904	S.T.R. WILL HONOR THIS QUOTED PRICE FOR 10 DAYS	
	Reference	Rep

Qty	Item	Description	Price	Total
	REFERE...	MC NEILUS MODEL # 2848 / SERIAL # 101YMX284842348		0.00
	VEHICL...	YEAR: 2015 MAKE: MACK MODEL: LEU SERIAL#: FM009444 LICENSE #: 12283MG ODOMETER: N/A GVW: 66,000 TRUCK #: 17		0.00
	COMPL...	NUMEROUS PROBLEMS WITH ELECTRICAL SYSTEM / WIRE HARNESS SIGNS OF DAMAGE DUE TO POSSIBLE MICE CONTROL CONSOLE NO LONGER WORKING POSSIBLE COMPLETE REPLACEMENT OF WIRING HARNESS AND CONTROL BOX ASSY		0.00
	CORREC...	PERFORM POWERWASHING AND DE GREASING OF BODY AND CHASSIS FOR REMOVAL AND INSTALLATION OF NEW WIRING HARNESSES PERFORM REMOVAL OF BODY HARNESSES / REAR TAILGATE HARNESSES AND CAB TO BODY HARNESSES PERFORM REMOVAL OF CONTROL BOX ASSEMBLY FURNISH AND INSTALL NEW OBM COMPLETE BODY OPERATING HARNESSES PERFORM REPLACEMENT OF CONTROL BOX ASSEMBLY PERFORM REINSTALLATION OF ALL COMPONENTS REMOVED FOR COMPLETION OF REPAIR PERFORM RESECURING OF ALL HARNESSES INSTALLED REMOUNT CONTROL BOX ASSEMBLY PERFORM REINSTALLATION OF ALL VEHICLE LIGHTING AND SAFETY LIGHTING FURNISH AND INSTALL ALL ADDITIONAL HARDWARE PERFORM COMPLETE ELECTRICAL CHECK OUT PERFORM COMPLETE CHECK OUT OF HYDRAULICS AND OPERATION OF SYSTEM		0.00

NOTE: PART PRICES INCLUDE FREIGHT TO S.T.R. FACILITY		Subtotal
PRICE QUOTED IS SUBJECT TO CHANGE IF ANY UNFORSEEN COMPLICATIONS ARISE ONCE REPAIRS HAVE BEGUN	ADDITIONAL FEE WILL APPLY IF PAID BY CREDIT CARD.	Sales Tax (0.0%)
	APPLICABLE TAXES MAY APPLY	Total



SANITATION TRUCK REPAIR CO.,INC.

2301 ROOSEVELT AVE.
 SO. PLAINFIELD, NJ 07080
 PH: 908-561-3890 - FAX:908-561-6992
 E MAIL: STRTRUCKEQUIP@AOL.COM

Estimate

Date	Estimate #
2/15/2024	5078

Name / Address HIGHLAND PARK DPW MIKE WIECZORKIEWICZ 444 VALENTINE ST. HIGHLAND PARK, NJ 08904	LICENSE 00927 STATE CONTRACT T2108 & T2085	
	S.T.R. WILL HONOR THIS QUOTED PRICE FOR 10 DAYS	
	Reference	Rep

Qty	Item	Description	Price	Total
		PERFORM COMPLETE INSPECTION OF ALL VEHICLE AND SAFETY LIGHTING		
1	PART	WIRE HARNESS / UPPER LIGHT BAR / ZR / 210 (LIST 1890.81)	1,701.72	1,701.72
1	PART	BOX / CAB CONTROL / COMPOSITE (LIST 429.98)	386.98	386.98
1	PART	WIRE HARNESS / CHASSIS / ZR (LIST 3493.72)	3,144.34	3,144.34
1	PART	WIRE HARNESS / LOWER / EXT / ZRAD (LIST 425.81)	383.22	383.22
3	PART	PROX ASSEMBLY / 30 ML (LIST 217.47)	195.72	587.16
1	PART	HARNESS / POWER LEAD (LIST 328.43)	295.29	295.29
1	PART	ALARM DUAL SIGNAL (LIST 216.69)	195.02	195.02
1	PART	WIRE HARNESS FRONT MARKER (LIST 469.21)	422.28	422.28
1	PART	WIRE HARNESS BODY (LIST 589.63)	530.67	530.67
1	PART	WIRE HARNESS / MID SHIFT (LIST 369.81)	332.82	332.82
1	PART	WIRE HARNESS / CAB BOX (LIST 413.28)	371.95	371.95
1	PART	BAR / UPR / TG / LT. OVAL / W / MDO / WLDT (LIST 544.06)	489.65	489.65
1	PART	WIRE HARNESS / TG / LWR / LT / ZRAD (LIST 563.04)	506.73	506.73
1	PART	SWITCH / E STOP / PUSH / PULL / 2 POSITION (LIST 293.89)	264.50	264.50
1	PART	CONNECTOR / SHRINK (LIST 102.29)	92.06	92.06
1	PART	HD TIE WRAP (LIST 69.27)	62.34	62.34
1	PART	HARDWARE KIT (LIST 169.51)	152.56	152.56
1	POWER...	POWERWASH	182.95	182.95
2	HD DEG...	HD DEGREASER	25.87	51.74
3	DI-ELEC...	DI-ELECTRIC	5.23	15.69
1	DISINFE...	DISINFECTANT / ODOR CONTROL/ COVID SAFETY	38.50	38.50
1	MISC/H...	MISC HARDWARE	474.06	474.06
89.5	LABOR/...	TOTAL HOURS LABOR FOR MUNICIPALITIES	62.50	5,593.75
	NOTE / ...	***TO CUSTOMER: PART PRICES INCLUDE FREIGHT / OEM EMERGENCY TO S.T.R. FACILITY***	0.00	0.00
	NOTE/ C...	***** PART PRICES ALSO INCLUDE ALL MANUFACTURERS SUR-CHARGES *****	0.00	0.00
	NOTE**...	**TO CUSTOMER: DUE TO EXTREME STEEL SUR CHARGES, ALL PARTS AND COMPONENTS HAVE INCREASED CONSIDERABLY**	0.00	0.00

NOTE: PART PRICES INCLUDE FREIGHT TO S.T.R. FACILITY		Subtotal
PRICE QUOTED IS SUBJECT TO CHANGE IF ANY UNFORSEEN COMPLICATIONS ARISE ONCE REPAIRS HAVE BEGUN	ADDITIONAL FEE WILL APPLY IF PAID BY CREDIT CARD.	Sales Tax (0.0%)
	APPLICABLE TAXES MAY APPLY	Total



SANITATION TRUCK REPAIR CO.,INC.

2301 ROOSEVELT AVE.
 SO. PLAINFIELD, NJ 07080
 PH: 908-561-3890 - FAX:908-561-6992
 E MAIL: STRTRUCKEQUIP@AOL.COM

Estimate

Date	Estimate #
2/15/2024	5078

Name / Address	LICENSE 00927 STATE CONTRACT T2108 & T2085	
HIGHLAND PARK DPW MIKE WIECZORKIEWICZ 444 VALENTINE ST, HIGHLAND PARK, NJ 08904	S.T.R. WILL HONOR THIS QUOTED PRICE FOR 10 DAYS	
	Reference	Rep

Qty	Item	Description	Price	Total
	NOTE T...	***TWO TECHNICIANS REQUIRED TO COMPLETE REPAIRS REQUESTED***	0.00	0.00
	NOTE/A...	UPON APPROVAL OF ESTIMATE FOR THE REPAIRS/ PARTS NEEDED. THE ESTIMATE WILL BE GENERATED INTO AN INVOICE, SO YOU AND PURCHASING CAN PROCESS A PURCHASE ORDER FOR THE INVOICE / PARTS ORDERED /PURCHASED AT CUSTOMBR REQUEST TO PROCEED WITH WHAT IS LISTED ABOVE	0.00	0.00
	NOTE-P....	**TO CUSTOMER: BEFORE WORK IS PERFORMED ON THIS ESTIMATE, A PURCHASE ORDER NUMBER IS REQUIRED**	0.00	0.00
	NOTE EST	**TO CUSTOMER: IF ANY ADDITIONAL PARTS,COMPONENTS OR LABOR NEEDED AN ADDITIONAL ESTIMATE TO FOLLOW**	0.00	0.00

NOTE: PART PRICES INCLUDE FREIGHT TO S.T.R. FACILITY		Subtotal	\$16,275.98
PRICE QUOTED IS SUBJECT TO CHANGE IF ANY UNFORSEEN COMPLICATIONS ARISE ONCE REPAIRS HAVE BEGUN	ADDITIONAL FEE WILL APPLY IF PAID BY CREDIT CARD.	Sales Tax (0.0%)	\$0.00
	APPLICABLE TAXES MAY APPLY	Total	\$16,275.98

**RESOLUTION NO. 3-24-94
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

RESOLUTION AUTHORIZING REPAIRS TO GARBAGE TRUCK 10 WITH NORCIA CORPORATION

WHEREAS, there is a need for repairs to hydraulic pump repairs to garbage truck 10 for the Highland Park Public Works Department; and

WHEREAS, three (3) quotes were solicited and only two (2) quotes were received as follows:

Norcia Corporation	\$8,699.30
Atlantic Detroit Diesel	\$10,713.00
Wallington Truck Repair	no quote provided

and

WHEREAS, the Superintendent of Public Works has recommended that said services be obtained from Norcia Corporation, North Brunswick NJ based on their quote for same and previous work done for Highland Park, their experience and equipment; 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 \$8,699.30, 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. 2024-44.

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

1. The Superintendent of Public Works is hereby authorized and directed to accept the quote for hydraulic pump repairs to garbage truck 10 with Norcia Corporation, 451 Blackhorse Lane, North Brunswick NJ 08902, at a total cost of \$8,699.30.
2. A certified copy of this resolution be forwarded to the Superintendent of the Water and Sewer Department and the Chief Financial Officer forthwith.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

NORCIA CORPORATION

454 BLACKHORSE LANE
 NORTH BRUNSWICK, NJ 08902
 732-297-4401 - PHONE
 732-297-8129 - FAX

Invoice

DATE	INVOICE #
2/2/2024	83935

FEDERAL ID #: 22-1810824

BILL TO:
BOROUGH OF HIGHLAND PARK DEPT OF PUBLIC WORKS 444 VALENTINE STREET HIGHLAND PARK, NJ 08904 ATTN: LINDA

Net 30

#10

12294MG (2RH s/n 21211)

	DESCRIPTION			AMOUNT
	REMOVE HOSES FROM HYDRAULIC PUMP AND REMOVE PUMP. THE INTERNAL BRASS BUSHINGS WERE VISIBLY OVERHEATED AND AS A RESULT WERE WARPED AND SCORED. ALSO DETECTED A LEAK AT THE PRESSURE HOSE FITTING ON THE PUMP--FITTING VIBRATED LOOSE AND LOST O-RING. REPLACE O-RING ON FITTING. REPLACE PUMP WITH NEW. TEST SYSTEM. ADJUST PRESSURE AS PER FACTORY SPEC. SYSTEM PUTTING OUT 2200 PSI. SYSTEM OPERATING PROPERLY AT THIS TIME. **HYDRAULIC FILTER SHOULD BE CHANGED AFTER COMPLETING ONE DAY ON ROUTE.**			
1	P51 GARBAOE TRUCK PUMP W/ REAR O-RIG PORTS, PLUGGED SIDE PORTS	COMP5 O-RING	1,165.56	1,165.56
1	BRAKE KLEEN SOLVENT	BRAKREKLEAN PARTS	7.99	7.99
1	O-RING	LABOR	0.75	0.75
			7,525.00	7,525.00

RECEIVED BY: 

5% FINANCE CHARGE ON BALANCES OVER 30 DAYS. NORCIA CORP. IS NOT RESPONSIBLE FOR ANY WARRANTY WORK THAT IS NOT DONE AT OUR FACILITY.

**ALL ELECTRICAL PARTS ARE NON-REFUNDABLE

**WE HAVE THE RIGHT TO REFUSE ANY RETURNS DUE TO CONDITION OF PART

**NO REFUND WILL BE ISSUED AFTER 7 WORKING DAYS.

TOTAL:	\$8,699.30
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**RESOLUTION NO. 3-24-95
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING RECLASSIFICATION OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS
FROM PROGRAM YEARS 2021 & 2022**

WHEREAS, the Borough has secured alternate funding for façade improvements to commercial businesses along Woodbridge Avenue, an eligible census tract area according to the Department of Housing and Urban Development (HUD); and

WHEREAS, the Borough desires to reallocate \$24,000 of funding from CDBG program years 2021 and 2022 originally intended for use along Woodbridge Avenue for façade improvement but no longer needed; and

WHEREAS, the Borough Administrator has determined that this funding should be reclassified for use for improvements at Molimock-Graff Park, which is being upgraded with funding from the NJDCA Neighborhood Preservation Program (NPP); and

WHEREAS, the reclassification of these funds has been reviewed by the Middlesex County Housing and Community Development Office and they support the proposed use of funds; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park, in the County of Middlesex, State of New Jersey, that the use of \$24,000 in CDBG funds are hereby reclassified in accordance with the recommendation of the Borough Administrator, and supported by the Middlesex County Housing and Community Development Office, as follows:

- CD2114 (\$ 12,000.00)Molimock-Graff Park Improvements
- CD2216 (\$ 12,000.00)Molimock-Graff Park Improvements

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 March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-96
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AWARDING A CONTRACT TO DOWN TO EARTH LANDSCAPING FOR
TREE PLANTING – SPRING 2024**

WHEREAS, the Borough of Highland Park (hereinafter referred to as “Borough”) authorized the solicitation of bids for Tree Planting – Fall 2024 (hereinafter referred to as the “Project”); and

WHEREAS, five (5) bids were received for the Project, which were opened on February 14, 2024 at 11:00 a.m. as follows:

Company	Total Bid Amount
Down to Earth Landscaping Inc.	\$30,030.00
Steve’s Trees	\$31,680.00
SJC Lawncare, Inc.	\$32,065.00
Frank Galbraith & Sons	\$45,438.00
Sunset Creations Inc.	\$35,925.00

WHEREAS, the bid price is for furnishing and planting of 72 trees encompassing of 14 different species; and

WHEREAS, Down to Earth Landscaping Inc., is the lowest responsible bidder as their price is reasonable based on the Borough’s estimate; and

WHEREAS, the Borough Attorney reviewed the bids and recommends awarding a contract to Down to Earth Landscaping, Inc. for the Project in an amount not to exceed Thirty Thousand and Thirty Dollars (\$30,030.00); and

WHEREAS, funds for this purpose are available in Grant Fund Account No. G-02-41-766-200 in an amount not to exceed \$30,030.00, as reflected by the certification of funds by the Chief Financial Officer no. 2024-45.

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

1. That the Tree Planting – Spring 2024 contract be awarded to Down to Earth Landscaping, Inc. located at 705 Wright Debow Road, Jackson, New Jersey 08527 for an amount not to exceed Thirty Thousand and Thirty Dollars (\$30,030.00).
2. The Mayor be and is hereby authorized to execute and the Borough Clerk to witness a contract with Down to Earth Landscaping, Inc. for Tree Planting – Spring 2024 for an amount not to exceed \$30,030.00.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-97
BOROUGH OF HIGHLAND PARK
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING APPLICATION TO MIDDLESEX COUNTY FOR 2024
RECYCLING ENHANCEMENT GRANT PROGRAM**

WHEREAS, the Department of Public Works desires to establish a Recycling Depot; and

WHEREAS, Middlesex County has funds available for these purposes through their Recycling Enhancement Grant Program; and

WHEREAS, Borough Council desires to apply for this grant funding in an amount up to \$10,000 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 Middlesex County.
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 March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-98
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 3/5/2024 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 March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-99
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, State of New Jersey, that:

1. The attached additional temporary emergency budget appropriations be authorized.
2. 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 March 5, 2024.

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

2024 TEMPORARY OPERATING BUDGET

DESCRIPTION	ACCOUNT NUMBER	2024 TEMPORARY BUDGET
GENERAL GOVERNMENT FUNCTIONS		
BOROUGH ADMINISTRATION		
Salaries & Wages	20-100-1	50,000.00
Other Expenses	20-100-2	-
MAYOR & COUNCIL		
Salaries & Wages	20-110-1	15,000.00
Other Expenses	20-110-2	-
MUNICIPAL CLERK		
Salaries & Wages	20-120-1	25,000.00
Other Expenses	20-120-2	9,000.00
FINANCIAL ADMINISTRATION		
Salaries & Wages	20-130-1	25,000.00
Other Expenses	20-130-2	-
ANNUAL AUDIT		
Other Expenses	20-135-2	7,000.00
TAX COLLECTION		
Salaries & Wages	20-145-1	30,000.00
Other Expenses	20-145-2	-
TAX ASSESSMENT		
Salaries & Wages	20-150-1	15,000.00
Other Expenses	20-150-2	-
LEGAL SERVICES		
Other Expenses	20-155-2	100,000.00
ENGINEERING & PLANNING		
Other Expenses	20-165-2	5,000.00
COMMUNITY & ECONOMIC DEVELOPMENT		
Salaries & Wages	20-170-1	5,000.00
Other Expenses	20-170-2	30,000.00
INFORMATION TECHNOLOGY		
Other Expenses	20-140-2	20,000.00
CENTRAL SERVICES		
Other Expenses	20-316-2	15,000.00
LAND USE ADMINISTRATION		
PLANNING BOARD		
Salaries & Wages	21-180-1	1,500.00
Other Expenses	21-180-2	5,000.00
ZONING BOARD OF ADJUSTMENT		
Salaries & Wages	21-185-1	2,000.00
Other Expenses	21-185-2	-
HUMAN RIGHTS COMMISSION		
Other Expenses	21-195-2	500.00
INSURANCE		
GENERAL LIABILITY/WORKERS COMPENSATION		
Other Expenses	23-211-2	100,000.00
EMPLOYEE GROUP HEALTH		
Other Expenses	23-220-2	200,000.00
PUBLIC SAFETY FUNCTIONS		

POLICE		
Salaries & Wages	25-240-1	500,000.00
Other Expenses	25-240-2	60,000.00
OFFICE OF EMERGENCY MANAGEMENT		
Salaries & Wages	25-252-1	-
Other Expenses	25-252-2	-
FIRST AID CONTRIBUTION		
Other Expenses	25-260-2	-
FIRE		
Salaries & Wages	25-265-1	100,000.00
Other Expenses	25-265-2	20,000.00
LOSAP		
Other Expenses	25-265-2	-
MUNICIPAL PROSECUTOR		
Other Expenses	25-275-2	10,000.00
PUBLIC WORKS FUNCTIONS		
STREETS & ROADS		
Salaries & Wages	26-290-1	275,000.00
Other Expenses	26-290-2	30,000.00
STORMWATER MAINTENANCE		
Other Expenses	26-297-2	10,000.00
APARTMENT COLLECTION		
Other Expenses	26-305-2	40,000.00
PUBLIC BUILDINGS & GROUNDS		
Salaries & Wages	26-310-1	10,000.00
Other Expenses	26-310-2	50,000.00
MOTOR POOL		
Salaries & Wages	26-315-1	15,000.00
Other Expenses	26-315-2	30,000.00
HEALTH & HUMAN SERVICES FUNCTIONS		
BOARD OF HEALTH		
Other Expenses	27-330-2	500.00
UNIVERSAL ACCESS COMMISSION		
Other Expenses	27-332-2	500.00
EQUITY COMMISSION		
Other Expenses	27-334-2	-
ENVIRONMENTAL COMMISSION		
Other Expenses	27-335-2	250.00
COMMISSION ON IMMIGRANT & REFUGEE AFFAIRS		
Other Expenses	27-336-2	-
SAFE WALKING & CYCLING COMMITTEE		
Other Expenses	27-337-2	250.00
SUSTAINABLE HIGHLAND PARK		
Other Expenses	27-338-2	500.00
HISTORICAL COMMISSION		
Other Expenses	27-339-2	500.00
PARKS & RECREATION FUNCTIONS		
COMMUNITY SERVICES - RECREATION		
Salaries & Wages	28-370-1	25,000.00
Other Expenses	28-370-2	-
COMMUNITY SERVICES - AGING		
Salaries & Wages	28-371-1	65,000.00
Other Expenses	28-371-2	5,000.00

ARTS COMMISSION		
Other Expenses	28-374-2	1,000.00
SHADE TREE ADVISORY COMMITTEE		
Other Expenses	28-375-2	500.00
TEEN CENTER		
Salaries & Wages	28-373-1	10,000.00
Other Expenses	28-373-2	-
UTILITY EXPENSES & BULK PURCHASING		
ELECTRICITY		
Other Expenses	31-430-2	20,000.00
STREET LIGHTING		
Other Expenses	31-435-2	30,000.00
TELEPHONE		
Other Expenses	31-440-2	10,000.00
FUEL OIL/GASOLINE/NATURAL GAS		
Other Expenses	31-460-2	15,000.00
SANITARY LANFILL		
Other Expenses	32-465-2	70,000.00
UNIFORM CONSTRUCTION CODE		
Salaries & Wages	22-195-1	75,000.00
Other Expenses	22-195-2	-
UNCLASSIFIED		
CABLE TELEVISION		
Other Expenses	30-411-2	-
ACCUMULATED SICK LEAVE		
Salaries & Wages	30-415-1	-
CELEBRATION OF PUBLIC EVENTS		
Other Expenses	30-420-2	1,500.00
COMMUNICATIONS		
Salaries & Wages	20-105-1	30,000.00
Other Expenses	20-105-2	-
MUNICIPAL COURT FUNCTIONS		
MUNICIPAL COURT		
Salaries & Wages	43-490-1	30,000.00
Other Expenses	43-490-2	-
PUBLIC DEFENDER		
Other Expenses	43-495-2	1,500.00
LIBRARY		
Salaries & Wages	29-390-1	100,000.00
Other Expenses	29-390-2	100,000.00
INTERLOCAL MUNICIPAL SERVICE AGREEMENTS		
COUNTY HEALTH SERVICES		
Other Expenses	42-401-2	13,000.00
M.C.I.A. RECYCLING		
Other Expenses	42-402-2	-
ANIMAL CONTROL SERVICES		
Other Expenses	27-340-2	3,000.00
TOWNSHIP OF FREEHOLD IT SERVICES		
Other Expenses	42-403-2	16,980.00

PUBLIC AND PRIVATE PROGRAMS		
STATUTORY EXPENDITURES		
SOCIAL SECURITY SYSTEM		
Other Expenses	36-472-2	50,000.00
UNEMPLOYMENT COMPENSATION INSURANCE		
Other Expenses	23-225	-
PUBLIC EMPLOYEES RETIREMENT SYSTEM		
Other Expenses	36-471-2	634,186.00
POLICE AND FIREMAN'S RETIREMENT SYSTEM		
Other Expenses	36-475-2	1,132,043.00
DCRP		
Other Expenses	36-476-2	5,000.00
	SUBTOTAL	4,256,209.00
DEBT SERVICE		
BOND PRINCIPAL		
Other Expenses	45-920-2	-
INTEREST ON BONDS		
Other Expenses	45-930-2	-
M.C.I.A. LEASE/LOAN		
Other Expenses - Loans		-
Other Expenses - Leases	45-950-2	-
DBIZ LOAN		
Other Expenses	45-925-2	-
	SUBTOTAL	-

GRAND TOTAL	4,256,209.00
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2024 TEMPORARY WATER AND SEWER BUDGET

DESCRIPTION		2024 TEMP
OPERATING		
Salaries & Wages		28,000.00
Other Expenses		406,000.00
Middlesex County Utilities Authority		385,000.00
Purchase of Water		545,000.00
STATUTORY EXPENDITURES		
Public Employee Retirement System		-
Social Security System		-
DEFERRED CHARGES		
Overexpenditure Budget Appropriation		-
	SUBTOTAL	1,364,000.00
DEBT SERVICE		
Payment of Bond Principal		280,000.00
Interest on Bonds		78,000.00

SUBTOTAL	358,000.00
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GRAND TOTAL	1,722,000.00
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