

BOROUGH OF HIGHLAND PARK  
REGULAR MEETING  
MARCH 19, 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.
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 First Reading.

11.a **Ordinance No. 24-2083** Ordinance Approving the Application for a Long-Term Tax Exemption and Authorizing the Execution of a Financial Agreement with DL Urban Renewal (Grocery Store)

**MOTION** to approve/reject Ordinance No. 24-2083, authorize publication as required by law, and set up public hearing for April 2, 2024 **ROLL CALL VOTE**

12. Consent Agenda Items - Resolutions.

**MOTION** to adopt/reject

**ROLL CALL VOTE**

12.a \*3-24-100 Resolution Authorizing Bid for a Third Party Power Supplier to Provide Electric Generation Service to Highland Park's Renewable Government Energy Aggregation (RGEA) Program and to Provide Related RGEA Services

12.b \*3-24-101 Resolution to Adopt the Neighborhood Preservation Program Woodbridge Avenue District Year Three Implementation Plan

12.c \*3-24-102 Resolution Approving the Adoption of Revised Personnel Policies and Procedures Handbook

12.d \*3-24-103 Resolution Authorizing 2024 - 2025 CDBG Fund Allocation

12.e \*3-24-104 Resolution to Join the Central Jersey Health Insurance Fund

12.f \*3-24-105 Resolution to Appoint Fund Commissioner and Alternate Fund Commissioner to the Central Jersey Health Insurance Fund

12.g \*3-24-106 Resolution Supporting the 2024 U Drive, UText, UPay. Distracted Driving Crackdown April 1 - 30, 2024

12.h \*3-24-107 Resolution Authorizing Closure of Route 27 and Granting Approval for Annual Street Fair to be held on May 5, 2024.

12.i \*2-24-108 Resolution to Amend Annual Salary Resolution

12.j \*3-24-109 Resolution to Award Contract to CDM Smith for Professional Engineering Services related to the Borough's Lead Service Line Replacement Program

12.k \*3-24-110 Resolution to Approve 2024 Taxi Owner(s)

- 12.l \*3-24-111 Resolution to Approve 2024 Taxi Operator(s)
- 12.m \*3-24-112 Resolution to Approve Wrecker License(s)
- 12.n \*3-24-113 Resolution Authorizing Extending the Designation of Tantum Fidelco HP LLC as the Conditional Redeveloper for Property Identified as Tract A in the Downtown Redevelopment Plan and Amending the Interim Cost and Conditional Designation Agreement Accordingly
- 12.o \*3-24-114 Resolution to Approve Bills List

13. Appointments.

Public Information Committee

Lisa Noss  
Peichi Waite

Arts Commission

Irina Radeva

**MOTION TO CONFIRM**

**ROLL CALL VOTE**

14. 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.)*

15. Recess (5 minutes).

16. MOTION to adjourn.

17. **Next Scheduled Meeting:** April 2, 2024 @ 7 PM

**ORDINANCE NO. 24-2083**  
**BOROUGH OF HIGHLAND PARK**  
**COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

**ORDINANCE OF THE BOROUGH COUNCIL OF THE  
BOROUGH OF HIGHLAND PARK, COUNTY OF  
MIDDLESEX, NEW JERSEY, APPROVING THE  
APPLICATION FOR A LONG-TERM TAX EXEMPTION  
AND AUTHORIZING THE EXECUTION OF A FINANCIAL  
AGREEMENT WITH DL URBAN RENEWAL LLC  
(GROCERY STORE)**

**WHEREAS**, the Borough of Highland Park, a public body corporate and politic of the State of New Jersey (the “**Borough**”) is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Borough constitute an area in need of rehabilitation; and

**WHEREAS**, on September 6, 2022, the Borough Council of the Borough (the “**Borough Council**”) adopted Resolution No. 9-22-221 authorizing the Borough Planning Board (the “**Planning Board**”) to conduct a preliminary investigation of Block 3002, Lots 1, 2, 3, 4, 5, 6, 7, 8, 30, 34, 35 and 37 (the “**Study Area**”) to determine whether the Study Area met the statutory criteria for designation as a non-condemnation area in need of redevelopment pursuant to the requirements and criteria set forth by the Redevelopment Law; and

**WHEREAS**, the Planning Board received a report from LRK, Inc., (“**LRK**”), the Borough’s planning consultant, setting forth the basis for the investigation, entitled, “Preliminary Investigation of a Non-Condemnation Area in Need of Redevelopment Stop & Shop Site” dated November 2022, concerning the determination of the Study Area, as an area in need of redevelopment (the “**Study**”); and

**WHEREAS**, on December 8, 2022, the Planning Board reviewed the Study, heard testimony, conducted a public hearing during which members of the general public were given an opportunity to present their own evidence and/or to cross-examine representatives from LRK, and to address questions to the Planning Board and its representatives, concerning the potential designation of the Study Area as an area in need of redevelopment; and

**WHEREAS**, the Planning Board voted to adopt and accept the recommendation contained in the Study, and recommended that the Study Area be declared a non-condemnation area in need of redevelopment, in accordance with the Redevelopment Law for the reasons set forth in the Study; and

**WHEREAS**, on December 20, 2022, the Borough Council adopted Resolution No. 12-22-289, accepting the findings and recommendations of the Planning Board, and formally designated the Study Area as a “non-condemnation area in need of redevelopment”, including Block 3002, Lot 36 (the “**Redevelopment Area**”); and

**WHEREAS**, pursuant to Resolution No. 9-22-222, LRK was authorized to prepare a

redevelopment plan for the Study Area, entitled the “420-424 Raritan Avenue Redevelopment Plan” (the “**Redevelopment Plan**”); and

**WHEREAS**, the Borough Council referred the Redevelopment Plan to the Planning Board for its review and recommendation pursuant to the Redevelopment Law; and

**WHEREAS**, on May 16, 2023, the Borough Council adopted Ordinance No. 23-2071, formally adopting the Redevelopment Plan; and

**WHEREAS**, on September 19, 2023, the Borough Council adopted Resolution No. 9-23-207, authorizing LRK to amend the Redevelopment Plan to include Block 3002, Lots 1, 2, and 7; and

**WHEREAS**, DL Urban Renewal, LLC (the “**Entity**”) shall undertake to redevelop a portion of the Redevelopment Area, specifically Block 3002, Lots 3, 4, 5, 6, 8, 30 and 37 (the “**Project Site**”) by gutting and reconstructing an approximately 24,875 square foot single story supermarket including a dairy cooler, meat cooler, meat freezer, produce cooler, produce preparation area, butcher preparation area, delicatesses section freezers, shelving, and additional improvements (the “**Project**”); and

**WHEREAS**, despite the Entity’s investment of equity and borrowed funds, such amounts are insufficient to feasibly pay for all of the costs associated with the development and construction of the Project; and

**WHEREAS**, the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 *et seq.* (the “**Long Term Tax Exemption Law**”) authorize the Borough to accept, in lieu of real property taxes, an annual service charge with respect to the Project; and

**WHEREAS**, the Entity submitted to the Mayor an application (the “**Application**”), which is on file with the Borough Clerk, for approval of a long term tax exemption for the Project; and

**WHEREAS**, the Entity also submitted to the Mayor a form of financial agreement (the “**Financial Agreement**”), a copy of which is attached as an exhibit to the Application, establishing the rights, responsibilities and obligations of the Entity; and

**WHEREAS**, the Financial Agreement shall also be the redevelopment agreement for the Project as described in the Redevelopment Law; and

**WHEREAS**, pursuant to the terms of the Financial Agreement, in lieu of real property taxes on the Project, the Entity will pay an annual service charge (the “**Annual Service Charge**”) to the Borough; and

**WHEREAS**, the Mayor submitted the Application and Financial Agreement to the Borough Council along with his recommendation for approval, a copy of which recommendation is on file with the Borough Clerk; and

**WHEREAS**, the Borough Council has determined that the Project represents an undertaking permitted by the Long Term Tax Exemption Law, and hereby finds that the relative benefits of the Project justify the long term tax exemption requested in the Application; and

**WHEREAS**, the Borough has made the following findings with respect to the Project:

- A. Relative benefits of the Project when compared to the costs:
  - i. Relative benefits of the Project to the area greatly outweigh cost of tax exemption through the (a) benefit to the overall community, (b) achievement of certain goals and objectives of the Redevelopment Plan, (c) revitalization of the Redevelopment Area, (d) improvement of the quality of life for the community, (e) enhancement of the economic development of the Borough, and (f) anticipation that the development of the Project will create approximately 20 construction jobs over the duration of the construction of the Project, as well as create approximately 35 full time positions, 15 part time positions, and sales tax revenue of approximately six hundred and eighty thousand dollars (\$680,000.00) per annum.
  
- B. Assessment of the importance of the tax exemption in obtaining development of the Project:
  - i. The relative stability and predictability of the Annual Service Charge associated with the Project will make it more attractive to financial institutions whose participation is necessary in order to finance the Project;
  - ii. The Annual Service Charge improves the economic viability of the Project and allows the Project to compete on equal footing with comparable projects of the same size and scope; and
  - iii. The Project provides the Borough with a competitive alternative to the other locations being considered by the operators/owners of the Project without which the Project would not be undertaken. This Agreement is critical to the decision of the owner/operator of the Project to place such facility in the Borough.

**NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE BOROUGH OF HIGHLAND PARK AS FOLLOWS:**

**Section 1.** The foregoing recitals are incorporated herein as if set forth in full.

**Section 2.** The Application and form of Financial Agreement are hereby approved.

**Section 3.** The Mayor is hereby authorized and directed to execute the Financial Agreement with the Entity in substantially the same form as that contained within the Application, subject to minor modification or revision, as deemed necessary and appropriate after consultation with counsel.

**Section 4.** Executed copies of the Financial Agreement shall be certified by and be filed with the Office of the Borough Clerk. The Clerk shall file certified copies of this ordinance and the Financial Agreement with the Tax Assessor of the Borough, the County Counsel and the Chief Financial Officer of Middlesex County within 10 days of the execution of the Financial Agreement.

**Section 5.** If any part(s) of this ordinance shall be deemed invalid, such part(s) shall be severed and the invalidity thereby shall not affect the remaining parts of this ordinance.

**Section 6.** This ordinance shall take effect in accordance with law.

Introduced on first reading by title: March 19, 2024

ADOPTED:

ATTEST:

APPROVED:

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

\_\_\_\_\_  
Elsie Foster, Mayor

**THIS AGREEMENT AND THE ORDINANCE ATTACHED HERETO AS EXHIBIT C SECURE BONDS OR OTHER OBLIGATIONS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF THE “REDEVELOPMENT AREA BOND FINANCING LAW” AND THE LIEN HEREOF IN FAVOR OF THE OWNERS OF SUCH BONDS OR OTHER OBLIGATIONS IS A MUNICIPAL LIEN SUPERIOR TO ALL OTHER NON-MUNICIPAL LIENS HEREAFTER RECORDED**

Record and Return to:

Joseph P. Baumann, Jr., Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2nd Floor  
Roseland, New Jersey 07068

**FINANCIAL AGREEMENT**

**THIS FINANCIAL AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “**Agreement**”) between **DL URBAN RENEWAL LLC** (the “**Entity**”) a New York limited liability company having its principal office at 450 West Merrick Road, Suite 4, Valley Stream, New York 11580 and the **BOROUGH OF HIGHLAND PARK**, a municipal corporation of the State of New Jersey with an address at 221 South 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904 (the “**Borough**” and together with the Entity, the “**Parties**” or a “**Party**”).

**WITNESSETH:**

**WHEREAS**, the Borough is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “**Redevelopment Law**”) to determine whether certain parcels of land within the Borough constitute an area in need of rehabilitation; and

**WHEREAS**, on September 6, 2022, the Borough Council of the Borough (the “**Borough Council**”) adopted Resolution No. 9-22-221 authorizing the Borough Planning Board (the “**Planning Board**”) to conduct a preliminary investigation of Block 3002, Lots 1, 2, 3, 4, 5, 6, 7, 8, 30, 34, 35 and 37 (the “**Study Area**”) to determine whether the Study Area met the statutory criteria for designation as a non-condemnation area in need of redevelopment pursuant to the requirements and criteria set forth by the Redevelopment Law; and

**WHEREAS**, the Planning Board received a report from LRK, Inc., (“**LRK**”), the Borough’s planning consultant, setting forth the basis for the investigation, entitled, “Preliminary Investigation of a Non-Condemnation Area in Need of Redevelopment Stop & Shop Site” dated November 2022, concerning the determination of the Study Area, as an area in need of redevelopment (the “**Study**”); and

**WHEREAS**, on December 8, 2022, the Planning Board reviewed the Study, heard testimony, conducted a public hearing during which members of the general public were given an opportunity to present their own evidence and/or to cross-examine representatives from LRK, and to address questions to the Planning Board and its representatives, concerning the potential designation of the Study Area as an area in need of redevelopment; and



**WHEREAS**, after the conclusion of the public hearing described above, the Planning Board voted to adopt and accept the recommendation contained in the Study, and to recommend that the Study Area be declared a non-condemnation area in need of redevelopment, in accordance with the Redevelopment Law, and for the reasons set forth in the Study; and

**WHEREAS**, upon favorable review of the Study by the Planning Board, on December 20, 2022, the Borough Council adopted Resolution No. 12-22-289, accepting the findings and recommendations of the Planning Board, and formally designated the Study Area as a “non-condemnation area in need of redevelopment”, including Block 3002, Lot 36 (the “**Redevelopment Area**”); and

**WHEREAS**, pursuant to Resolution No. 9-22-222, LRK was authorized to prepare a redevelopment plan for the Study Area, entitled the “420-424 Raritan Avenue Redevelopment Plan” (the “**Redevelopment Plan**”); and

**WHEREAS**, the Borough Council referred the Redevelopment Plan to the Planning Board for its review and recommendation pursuant to the Redevelopment Law; and

**WHEREAS**, following the Planning Board’s recommendation and pursuant to Ordinance No. 23-2071, the Borough Council adopted the Redevelopment Plan; and

**WHEREAS**, pursuant to Resolution No. 9-23-207, the Borough Council authorized LRK to amend the Redevelopment Plan to include Block 3002, Lots 1, 2, and 7; and

**WHEREAS**, the Entity shall undertake to redevelop a portion of the Redevelopment Area, specifically Block 3002, Lots 3, 4, 5, 6, 8, 30 and 37 (the “**Project Site**” as more particularly described on **Exhibit A** hereto) by constructing an approximately 24,875 square foot single story supermarket including a dairy cooler, meat cooler, meat freezer, produce cooler, produce preparation area, butcher preparation area, delicatesses section freezers, shelving, and additional improvements to the remainder of the Project Site including the parking lot and the exterior of the supermarket (the “**Project**”); and

**WHEREAS**, in order to improve the feasibility of the Project, the Entity has submitted an Application to the Borough Council for a long term tax exemption pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the “**Exemption Law**”) pursuant to the application annexed hereto as **Exhibit B** (the “**Application**”); and

**WHEREAS**, pursuant to and in accordance with the provisions of the Exemption Law and the New Jersey Redevelopment Area Bond Financing Law, constituting Chapter 310 of the Pamphlet Laws of 2001 of the State, and the acts amendatory thereof and supplemental thereto (the “**RAB Law**”, as codified in N.J.S.A. 40A:12A-64 et seq., and together with the Redevelopment Law and the Exemption Law, the “**Acts**”), the Borough is authorized to provide for and accept, in lieu of real property taxes, an annual service charge paid by the Entity to the Borough; and

**WHEREAS**, the Mayor transmitted the Application to the Borough Council together with her recommendations on \_\_\_\_\_, 2024; and

**WHEREAS**, by Ordinance \_\_\_\_\_ adopted by the Borough Council on \_\_\_\_\_, 2024, a copy of which is annexed hereto as **Exhibit C** (the “**Ordinance**”), the Borough Council approved the long term tax exemption and execution of this Agreement; and

**WHEREAS**, pursuant to the RAB Law, specifically N.J.S.A. 40A:12A-68, the Annual Service Charge (as such term is defined herein) shall, upon the recordation of this Agreement and the Ordinance, constitute a municipal lien on the Project Site and the Project within the meaning of Applicable Law; and

**WHEREAS**, pursuant to and in accordance with the provisions of the RAB Law, specifically N.J.S.A. 40A:12A-65 and 67(a), the Borough may issue Bonds (as defined herein) in order to finance certain costs in the Project Site in accordance with the terms and provisions of a resolution authorizing the issuance of the Bonds (the “**Bond Resolution**”), to be adopted by the Borough Council; and

**WHEREAS**, pursuant to the terms of this Agreement, the Annual Service Charge (as defined herein), as such term is defined herein, shall be pledged to the payment of the principal of and redemption premium, if any, on the Bonds; and

**WHEREAS**, prior to, and as conditions precedent to, the issuance of any and all of the Bonds and in accordance with all applicable law, including without limitation, N.J.S.A. 40A:12A-29(a)(3) and N.J.S.A. 40A:12A-67(g), (i) the Local Finance Board in the Division of Local Government Services in the Department of Community Affairs (the “**Local Finance Board**”) will have issued all necessary statutory findings and approvals, pursuant to a resolution duly adopted at a meeting of the Local Finance Board, and (ii) the Borough Council will have adopted the Bond Resolution; and

**WHEREAS**, the Borough and the Entity have reached agreement with respect to, among other things, the terms and conditions relating to the Annual Service Charge and desire to execute this Agreement; and

**WHEREAS**, this Agreement shall also be a redevelopment agreement as such term is described in the Redevelopment Law; and

**WHEREAS**, the Entity has represented to the Borough that the assistance provided to the Project pursuant to this Agreement will be a significant inducement for the Entity to proceed with the Project and that based on information set forth in the Application, the Project would not be feasible without such assistance; and

**WHEREAS**, pursuant to this Agreement, the Borough, and the Entity desire to set forth in detail their mutual rights and obligations with respect to the Long Term Tax Exemption, payment of the Annual Service Charge by the Entity, and the issuance of the Bonds and provision for repayment thereof through the Annual Service Charge; and

**WHEREAS**, the Borough Council has reviewed the Application and has made the

following findings:

**Benefits of Project v. Costs.**

(i) The development and construction of the Project as set forth in the Application and Redevelopment Plan will (a) be beneficial to the overall community, (b) achieve certain of the goals and objectives of the Redevelopment Plan, (c) help revitalize the Redevelopment Area, (d) improve the quality of life for the community, and (e) enhance the economic development of the Borough.

(ii) It is anticipated that the development of the Project will create approximately 20 construction jobs over the duration of the construction of the Project, as well as create approximately thirty-five (35) full time positions, fifteen (15) part time positions, and sales tax revenue of approximately six hundred and eighty thousand dollars (\$680,000.00) per annum.

**Importance of Long Term Tax Exemption.**

The Borough Council's approval of the Long Term Tax Exemption set forth herein is essential to the success of this Project because:

(i) The relative stability and predictability of the Annual Service Charge associated with the Project will make it more attractive to financial institutions whose participation is necessary in order to finance the Project.

(ii) The Annual Service Charge improves the economic viability of the Project and allows the Project to compete on equal footing with comparable projects of the same size and scope.

(iii) The Project provides the Borough with a competitive alternative to the other locations being considered by the operators/owners of the Project without which the Project would not be undertaken. This Agreement is critical to the decision of the owner/operator of the Project to place such facility in the Borough.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the Parties to this Agreement mutually covenant and agree as follows:

**ARTICLE I - GENERAL PROVISIONS**

**Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Exemption Law, the Redevelopment Law, the Ordinance, the RAB Law, and all other Applicable Laws, as defined below. It is expressly understood and agreed that the Borough relied upon the facts, data, and

representations contained in the Application in its granting of the Long Term Tax Exemption and the Application is hereby incorporated into this Agreement by reference.

## **Section 1.2 General Definitions and Construction**

The recitals and Exhibits to this Agreement are hereby incorporated by reference herein as if set forth at length. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms and phrases shall have the following respective meanings:

**Acts** – Shall have the meaning specified in the recitals.

**Administrative Fee** – Shall have the meaning specified in Section 4.8 hereof.

**Agreement** – Shall have the meaning specified in the preamble.

**Allowable Net Profit (also referred to as “ANP”)** – The amount arrived at by applying the Allowable Profit Rate pursuant to the Exemption Law.

**Allowable Profit Rate (also referred to as “APR”)** – The allowable profit rate as defined in N.J.S.A. 40A:20-3(b).

**Annual Audited Statement** – A complete financial statement outlining the financial status of the Project, which shall also include a computation of Net Profit, Allowable Net Profit, and Annual Gross Revenue, prepared annually by the Entity’s certified public accountant. The Annual Audit Statement shall also include a statement as to the Project Debt as of the last day of the period of time that is the subject of such Annual Audit Statement. The contents of each Annual Audited Statement shall be prepared in conformity with Generally Accepted Accounting Principles, the Exemption Law, and this Agreement.

**Annual Gross Revenue** – Annual gross revenue of the Entity as defined as Gross Revenue in N.J.S.A. 40A:20-3(a) but specifically excluding, without limitation, the proceeds of any condemnation or casualty awards, insurance proceeds, any gain realized by the Entity on the sale, transfer, or other assignment or assumption of the Project or portion thereof, reimbursement of expenses by any tenant under any lease or rental agreement (including, without limitation, reimbursement of expense items such as Annual Service Charges, land taxes, utilities, sewer and water charges and other CAM charges), proceeds of any financing or refinancing, or proceeds from any disposition of a partner or a partner’s interest in the Entity or any successor entity.

**Annual Service Charge** – An amount equal to FIFTY THOUSAND DOLLARS (\$50,000.00), increasing by two percent (2%) per year.

**Applicable Law** – Any and all federal, state, and local laws, rules, regulations,

rulings, court orders, statutes, and ordinances applicable to the Project, the Redevelopment Area, the Long Term Tax Exemption, the Annual Service Charge, or the Bonds.

**Application** – Shall have the meaning specified in the recitals.

**ASC Commencement Date** – The date that the Project is eligible for a Certificate of Occupancy, on which date the Entity shall commence payment of the Annual Service Charge, as more fully set forth herein.

**Bond Resolution** – Shall have the meaning specified in the recitals.

**Bonds** – Shall mean a Ninety Thousand (\$90,000.00) principal amount of thirty (30) year, non-recourse redevelopment area bonds bearing interest at zero percent (0%) per annum issued by the Borough pursuant to the RAB Law and Bond Resolution, of which Ninety Thousand (\$90,000.00) shall be paid to the Borough for public improvements or other Borough expenses.

**Borough** – Shall have the meaning specified in the preamble.

**Borough Council** – Shall have the meaning specified in the preamble.

**Certificate of Occupancy** – A temporary or permanent certificate of occupancy issued by the appropriate Borough official, pursuant to N.J.S.A. 52:27D-133, authorizing the occupancy of a building or any portion thereof.

**Commencement of Construction** – The date upon which the construction force and machinery are mobilized on the Project Site for construction of the Project, as applicable in accordance with Governmental Approvals, not including customary site preparation work or demolition.

**County Share** – Five percent (5%) of the Annual Service Charge collected by the Borough, which the Borough shall remit to the County of Middlesex in accordance with N.J.S.A. 40A:20-12(b)(2)(e).

**Days** – Whenever the word “Days” is used to denote time, it shall mean calendar days.

**Debt Service Charges** – \$3,000.00, plus any fees, if any, due under the Bond Resolution, per year payable semiannually as set forth in the Bond Resolution.

**Default** – A breach or failure of the Borough or the Entity to perform any obligation imposed by the terms hereof, or under the Exemption Law, beyond any applicable grace or cure periods set forth in this Agreement.

**Effective Date** – The date that this Agreement has been executed and delivered by

both Parties and the Project Site has been acquired by the Entity.

**Entity** – The entity specified in the preamble, which shall be qualified as an urban renewal entity under the Exemption Law. Unless the context provides otherwise, it shall also include any permitted Transferee, which shall also be qualified as an urban renewal entity under the Exemption Law, as set forth in Section 9.1 hereof.

**Excess Net Profits** – The amount of Net Profits that exceeds the Allowable Net Profits for the applicable accounting period as determined in accordance with the Exemption Law.

**Exemption Law** – Shall have the meaning specified in the recitals.

**Exemption Term** – The period beginning on the ASC Commencement Date and ending on the Termination Date.

**Governmental Approvals** - Any approvals, authorizations, permits, licenses, and certificates needed from governmental authorities having jurisdiction, whether federal, State, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan and this Agreement.

**Improvements** – Any building, structure, improvement, addition, or fixture permanently affixed to the Project Site existing or to be constructed and exempt under this Agreement. The Improvements shall consist of the Project.

**Land Tax Credit** – Shall have the meaning specified in Section 4.4 hereof.

**Land Taxes** – The amount of real estate taxes levied on the Project Site, exclusive of any Improvements related thereto.

**Local Finance Board** – Shall have the meaning specified in the recitals.

**Long Term Tax Exemption** – The long term tax exemption granted in accordance with the Exemption Law and the RAB Law pursuant to the Ordinance and this Agreement.

**Maturity Date** – Shall have the meaning specified in the Section 3.1(iii) hereof.

**Net Profit** – Annual Gross Revenue less all operating and non-operating expenses and costs of the Entity, all determined in accordance with Generally Accepted Accounting Principles and the provisions of the Exemption Law. Without limiting the foregoing, included in expenses shall be all expenses permitted under the provisions of N.J.S.A. 40A:20-3(c).

**Ordinance** – Shall have the meaning specified in the recitals.

**Party or Parties** – Shall have the meaning specified in the preamble.

**Payment Default** – Shall have the meaning specified in the Section 6.3 hereof.

**Project** – Shall have the meaning specified in the recitals.

**Project Site** – Shall have the meaning specified in the recitals.

**RAB Law** – Shall have the meaning specified in the recitals.

**Redeveloper** – Shall have the meaning specified in the recitals.

**Redevelopment Agreement** – Shall have the meaning specified in the recitals.

**Redevelopment Area** – Shall have the meaning specified in the recitals.

**Redevelopment Law** – Shall have the meaning defined in the recitals.

**Redevelopment Plan** – Shall have the meaning defined in the recitals.

**Secured Party or Secured Parties** – Shall have the meaning defined in Section 9.3(i) hereof.

**Security Arrangements** – Shall have the meaning defined in Section 9.3(i) hereof.

**Termination Date** – The earlier to occur of: (i) 35<sup>th</sup> anniversary of the execution hereof by both Parties; (ii) the 30<sup>th</sup> anniversary date of the ASC Commencement Date; or (iii) such other date as this Agreement may terminate pursuant to the terms of this Agreement or pursuant to Applicable Law.

**Total Project Cost** – The total cost of developing the Project, as calculated in accordance with N.J.S.A. 40A:20-3(h).

**Transfer** – Shall have the meaning specified in Article IX hereof.

**Transferee** – Shall have the meaning specified in Article IX hereof.

## **ARTICLE II –PROJECT AND PROJECT SITE**

### **Section 2.1 Borough's Findings**

Pursuant to the Exemption Law, the Borough finds that, in addition to the findings and determinations set forth in the recitals to this Agreement and incorporated by reference herein, the Long Term Tax Exemption granted pursuant to the Ordinance and this Agreement will benefit the Borough and the community by assuring the success of the redevelopment of the Project Site, which exhibits the statutorily recognized redevelopment criteria. The benefits of granting the Long

Term Tax Exemption will substantially outweigh the costs, if any, associated with the Long Term Tax Exemption. The Long Term Tax Exemption is important to the Borough and the Entity because without the incentive of the Long Term Tax Exemption, it is unlikely that the Project would be undertaken. The Long Term Tax Exemption is expected to attract future occupants to the Project which occupants otherwise have alternative opportunities in other jurisdictions that include substantial incentives such as sales tax relief. The high costs associated with the development and construction of the Project and the real estate taxes that would otherwise be levied upon the Project would operate as a disincentive to the redevelopment of the Project Site and would therefore frustrate the objectives and goals of the Redevelopment Plan and would make the Project materially less competitive in the marketplace.

## **Section 2.2 Approval of Agreement**

The Borough hereby approves a Long Term Tax Exemption for Improvements which are to be constructed and maintained on the Project Site in accordance with the terms and conditions set forth herein, the provisions of the Exemption Law, the Redevelopment Law, and other Applicable Law. The Project Site shall not be exempt.

## **Section 2.3 Approval of the Entity**

The Borough hereby approves of the Entity in reliance upon the Entity's representation that its Certificate of Formation attached to the Application contains all the requisite provisions of law, has been reviewed and approved by the Commissioner of the Department of Community Affairs, and has been filed with, as appropriate, the Department of Treasury, all in accordance with N.J.S.A. 40A:20-5.

## **Section 2.4 Redevelopment of the Project Site**

The Entity represents and covenants that it will develop and construct the Project in accordance with the terms of the Redevelopment Plan. Commencement of Construction shall take place no later than July 1, 2024, in accordance with the terms of the Redevelopment Plan, all Governmental Approvals, and Applicable Law.

## **Section 2.5 Entity's Relationship to Project Site**

The Entity represents that it will be the long term ground lessee and redeveloper of the Project.

## **Section 2.6 Certificate of Occupancy and Certificate of Completion**

Upon completion of the construction of the Project in accordance with the Governmental Approvals, the Entity shall be responsible for applying for and securing a Certificate of Occupancy in a timely manner. In amplification and not limitation of the foregoing, the Entity will not seek such Certificate of Occupancy until the Project is complete. For purposes of releasing the restrictions referenced in this Agreement, upon i) completion of the Project and receipt of a Certificate of Occupancy, ii) the Entity's submission to the Borough of a certification by a duly authorized representative of the Entity stating that the Entity has fully performed its obligations



under this Agreement, and iii) the Borough's confirmation (which the Borough shall not unreasonably deny or withhold) that the Entity has fully performed its obligations under this Agreement, the Borough agrees to issue a Certificate of Completion, in proper form for recording, which shall acknowledge that the Entity has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement and in the Redevelopment Plan with respect to the Entity's obligation to construct the Project, or applicable, within the dates for the commencement and completion of same. Upon issuance of a Certificate of Completion, the conditions determined to exist at the time the Project Site was determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements constituting the Project shall no longer be subject to eminent domain. If the Borough shall fail or refuse to provide the Certificate of Completion within thirty (30) days after written request by the Entity, the Borough shall provide to the Entity a written statement setting forth in detail the reasons why it believes that the Entity has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement.

### **ARTICLE III – OWNERSHIP, MANAGEMENT AND CONTROL**

#### **Section 3.1 Entity's Representations, Warranties and Covenants**

(i) To the extent not otherwise set forth herein, those items required by N.J.S.A. 40A:20-9 to be included in this Agreement are set forth in the Application attached hereto as **Exhibit B**, which is incorporated herein as if set forth at length, and the Entity represents and warrants as to the accuracy of the contents thereof; however, to the extent that a conflict between the Application and this Agreement exists, the language in this Agreement shall govern and prevail.

(ii) After the Termination Date, all restrictions and limitations set forth in this Agreement imposed upon the Entity, the Project Site, and the Project, excluding (a) the requirement to make payment of any Annual Service Charge then due and owing hereunder, (b) the requirement to make payment to the Borough of any then due and owing reserves or Excess Net Profit, if applicable, in accordance with Section 7.1 hereof, and (c) any and all related and available remedies of the Borough, shall terminate upon the end of the fiscal year of the Entity in which the expiration of the Long Term Tax Exemption provided for herein occurs, in accordance with N.J.S.A. 40A:20-13, provided however, that the Entity has rendered the Entity's final accounting in accordance with N.J.S.A. 40A:20A-12.

(iii) Notwithstanding the provision of Section 8.1 hereof, in accordance with the RAB Law, specifically N.J.S.A. 40A:12A-66(a), prior to the final maturity of the Bonds as set forth in the Award Certificate as defined in the Bond Resolution (the "**Maturity Date**"), the provisions of the Exemption Law permitting the Entity to relinquish its status as an Urban Renewal Entity, specifically N.J.S.A. 40A:20-9(g) and N.J.S.A. 40A:20-13, shall be inapplicable, and the Entity shall not relinquish its status as an Urban Renewal Entity during such time period. In addition, the Entity shall have no right to terminate, and shall not terminate, this Agreement prior to the Maturity Date of the Bonds.

## ARTICLE IV – TAX EXEMPTION

### **Section 4.1 Duration of Tax Exemption**

The Project (excluding the Project Site) shall be exempt from taxation during the Exemption Term. In the event the Project is no longer utilized as a grocery store, the Agreement and the Long Term Tax Exemption shall be terminated.

### **Section 4.2 Annual Service Charge**

In consideration of the Borough granting the Entity the exemption set forth in Section 4.1 hereof, during the Exemption Term, the Entity shall pay an Annual Service Charge commencing on the first day of the month immediately following the ASC Commencement Date. The Entity expressly acknowledges, understands, and agrees that in accordance with the RAB Law, specifically N.J.S.A. 40A:12A-66(a), the Annual Service Charge shall not be restricted or limited by, or otherwise subject to, the minimum, maximum or staged increase provisions of the Exemption Law.

### **Section 4.3 Payment of the Annual Service Charge**

The Entity hereby agrees to pay to the Borough the Annual Service Charge.

### **Section 4.4 Land Taxes**

From and after the Entity's acquisition of the Project Site, the Entity (and any Transferee, as applicable) shall be obligated to make timely payments of the Land Taxes at all times during the Term of this Agreement. From and after the ASC Commencement Date, the Entity shall be entitled to a credit for the amount, without interest, of the Land Tax payments made in the last four preceding quarterly installments (the "**Land Tax Credit**") against the next due Annual Service Charge. In any year that the Entity fails to make any Land Tax payments, if and when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Credits against the Annual Service Charge for that year. In addition, the Borough shall have, among this remedy and other remedies, the right to proceed against the Project Site pursuant to the Tax Sale Law and/or to declare a Default.

(i) If there has been a subdivision, the Land Tax Credit shall be equal to the amount of the Land Taxes payments with respect to the subdivided parcel on which the Project has been completed. If there has not been a subdivision, as the Project will become exempt on different dates, the Land Tax Credit will be based upon the proportionate share of Land Taxes attributable to the Project improvements have been completed based on the size of the portion of the Project with respect to which a Certificate of Occupancy has issued.

(ii) Land Taxes shall be assessed only on the Project Site portion of the Property without regard to any Project improvements or increase in value to the land because of the Project improvements or because of Governmental Approvals (including land use approvals) related thereto. The Borough agrees it shall not impose an added assessment, omitted added assessment

or similar assessment on the value of the Project improvements relating to any period prior to the ASC Commencement Date.

#### **Section 4.5 Tax Appeal.**

The Entity shall have the right to file a tax appeal against the assessed value of the Project Site.

#### **Section 4.6 Quarterly Installments**

The Annual Service Charge shall be paid in quarterly installments on those dates when ad valorem real estate tax payments on other properties within the Borough are due, subject to adjustment for over payment or underpayment within thirty (30) Days after the close of each calendar year.

#### **Section 4.7 Rights and Obligations Related to Long Term Tax Exemption**

(i) All Annual Service Charge payments, as the case may be, made pursuant to this Agreement shall be in lieu of taxes and the Borough shall have the rights and remedies of tax enforcement granted to a municipality by Applicable Law, including those of in rem tax foreclosure pursuant to N.J.S.A. 54:5-1, just as if said payments constituted regular real estate tax obligations on other real properties within the Borough.

(ii) If the ASC Commencement Date occurs on a date other than the first day of a quarter, the amount of the Annual Service Charge for such period shall be based on the per diem assessment for such quarter.

#### **Section 4.8 Remittance to County**

The Borough shall remit the County Share to the County of Middlesex in accordance with N.J.S.A. 40A:20-12(b)(2)(e).

#### **Section 4.9 Administrative Fee**

The Entity (and/or any Transferee, as may be applicable from time to time) shall pay to the Borough no later than December 31 of each year an administrative fee in an amount equal to two percent (2%) of the Annual Service Charge due for that year (the “**Administrative Fee**”), which is permitted by N.J.S.A. 40A:20-9.

#### **Section 4.10 Payments During Construction**

Subject to the terms hereof, the Parties agree that conventional property taxes are due from time to time in accordance with Applicable Law prior to the ASC Commencement Date.

#### **Section 4.11 Payments to Borough**

At all times during the Term hereof, the Entity (and/or any Transferee, as may be applicable from time to time) shall pay (i) the Administrative Fee to the Borough and (ii) all Land Taxes and Annual Service Charges due to the Borough for application in accordance with this Agreement and the Bond Resolution.

## **ARTICLE V – PLEDGE OF ANNUAL SERVICE CHARGE TO BONDS**

### **Section 5.1 Entity’s Consent**

The Entity hereby acknowledges, consents, and agrees (i) to the amount of the Annual Service Charge and to the liens established in this Agreement, (ii) that it shall not contest the validity or amount of any such lien, and (iii) that its remedies shall be limited to those specifically set forth herein and otherwise provided by Applicable Law.

If any installment of the Annual Service Charge is not paid in accordance with this Agreement on the date and in the full amount scheduled to be paid, the Entity hereby expressly waives any objection or right to challenge the use by the Borough of the enforcement of remedies to collect such installment of the Annual Service Charge as are afforded the Borough by law, including the Tax Sale Law, provided however, that in no event shall there be any acceleration of any amounts due and owing to repay the Bonds, and such remedies shall be limited solely to the collection of delinquent and unpaid amounts past due for payment, including interest, penalties and costs of collection provided for by the Tax Sale Law.

### **Section 5.2 Security for the Bonds**

(i) Pursuant to the RAB Law, specifically N.J.S.A. 40A:12A-67(c), and as security for the Bonds, the Annual Service Charge shall be pledged to the repayment of the Bonds, in accordance with and as further set forth in the Bond Resolution.

(ii) Pursuant to the RAB Law, specifically N.J.S.A. 40A:12A-67(c), and other applicable law, the Annual Service Charge shall not be included within the general funds of the Borough. The Borough’s pledge of the Annual Service Charge shall be a limited obligation of the Borough payable to the extent of payments received from the Entity and shall not constitute a general obligation of the Borough. The Borough has no obligation whatsoever to make any payments of the Annual Service Charge to the extent that the Annual Service Charge or any portion thereof is not paid by the Entity.

(iii) It is hereby expressly understood by the Parties that under no circumstances shall the Borough be required to (a) purchase, or otherwise fund, any tax lien, tax sale certificate, or other mechanism for the enforcement of the Annual Service Charge, the sole obligation of the Borough being to undertake the sale of the tax liens in the same manner, and at the same time, as generally applicable for unpaid taxes due and owing to the Borough, subject to all applicable laws (including bankruptcy laws) or (b) make payment of any unpaid Annual Service Charge.

## ARTICLE VI – DISPUTE RESOLUTION

### **Section 6.1 Agreement to Arbitrate**

If the Borough or the Entity breaches this Agreement, or a dispute arises between the Parties regarding the terms and provisions set forth herein, then the Parties shall submit the dispute to the American Arbitration Association in the State of New Jersey, to be resolved in accordance with its rules and regulations in such fashion as to accomplish the purposes of the Exemption Law and this Agreement. The costs of arbitration shall be borne equally by the Parties involved in the arbitration. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with Section 4.6(i), above, the Borough shall be entitled to collect any overdue payments of Annual Service Charge in the same manner as it collects overdue payments of generally applicable real estate taxes and shall not be required to submit such matters to arbitration.

### **Section 6.2 Covenant to Make Payments**

The Entity agrees that the timely payment of the Land Taxes, the Administrative Fee, and the Annual Service Charge to the Borough, all as described herein, as well as continued compliance with the Applicable Laws, are material conditions of this Agreement. The failure to make any of the aforesaid payments in timely fashion shall constitute both a breach of this Agreement and a tax payment delinquency under Applicable Law.

### **Section 6.3 Notification of Breach Required**

With respect to the non-payment or late payment of all or a portion of the Land Taxes, the Administrative Fee, or Annual Service Charge (any of the foregoing a “**Payment Default**”) or any other breach under this Agreement, the Borough shall notify the Entity in writing of any breach relating to the terms of this Agreement. If the Entity fails to cure a Payment Default within ten (10) Days or any other breach identified within thirty (30) Days after the actual delivery of such notice by the Borough, or within any additional periods to which the Parties may agree to, in writing, the Borough may move to invalidate the Long Term Tax Exemption upon thirty (30) Days’ final written notice to the Entity, which shall inform the Entity that the Long Term Tax Exemption shall terminate due to the breach of the terms of this Agreement. With respect to defaults other than Payment Defaults, the Borough shall not unreasonably refuse to grant a reasonable extension of the cure period, not to exceed ninety (90) Days after the Notice unless the Borough in its sole discretion shall agree to a longer cure period.

### **Section 6.4 Borough’s Remedies Upon Default**

The Borough’s remedies upon its declaration of default shall be cumulative and concurrent. No determination under this Agreement shall deprive the Borough of its right to proceed against the Entity for the nonpayment of all or a portion of the Land Taxes, Administrative Fee, or Annual Service Charge, as the case may be, including any arrearage that would accrue in the absence of such determination.

## **Section 6.5 Force Majeure**

Neither Party shall be liable to the other for failure to perform its obligations under this Agreement due to causes that are beyond the reasonable control and not substantially due to the fault or negligence of the Party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods); acts of the public enemy; acts of terrorism; acts of war; fire; epidemics; quarantine restrictions; blackouts, power failures, or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters, or unavailability of necessary building materials. Notwithstanding the foregoing, the payment of the Land Taxes, Administrative Fee, or Annual Service Charge, as the case may be, are material conditions of this Agreement which shall not be excused by the occurrence of a Force Majeure event.

## **ARTICLE VII – LIMITATION ON PROFITS**

### **Section 7.1 Entity’s Covenant of Limitation on Profits**

During the Exemption Term, the Entity’s profits shall be limited, according to the provisions of the Exemption Law and the definitions set forth therein. In accordance with N.J.S.A. 40A:20-15, for any period, taken as one accounting period, commencing on the ASC Commencement Date, and terminating at the end of the last full fiscal year of the Exemption Term, in which the Entity’s Net Profits exceed the Allowable Net Profit, the Excess Net Profits shall be paid to the Borough as an additional Annual Service Charge within one hundred twenty (120) Days of the close of the Entity’s fiscal year; provided, however, that the Entity may maintain a reserve as determined pursuant to Section 7.2.

For the purpose of determining compliance with N.J.S.A. 40A:20-15, there is expressly excluded from the calculation of Annual Gross Revenue and from Net Profit any gain realized by the Entity on the sale of all or a portion of the Project, whether or not taxable under Applicable Law.

For the purpose of determining compliance with N.J.S.A. 40A:20-15, the calculation of an Entity’s “excess net profits” shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the financial agreement as provided for in N.J.S.A. 40A:20-3(h).

Pursuant thereto, the calculation of Net Profit shall be cumulative for the period commencing on the date on which the construction of the unit or project is completed, and terminating at the close of the fiscal year of the entity preceding the date on which the computation is made, with any negative amounts of profit from prior years being carried forward and included in the accumulated excess profit calculation consistent with City of Newark vs. First Newark Gateway Urban Renewal Association, Docket No. ESX-L-1160-91 (NJ Super. Law Div. August

8, 1994).

## **Section 7.2 Reserves Against Vacancies and Unpaid Rentals**

Notwithstanding the foregoing and as permitted by Section 15 of the Exemption Law (N.J.S.A. 40A:20-15), during the Exemption Term, the Entity may maintain a reserve against vacancies, unpaid rentals, and contingencies in an amount of ten percent (10%) of Annual Gross Revenues for the last full fiscal year of the Project and may retain such part of those Excess Net Profits as is necessary to eliminate a deficiency in that reserve. Upon termination of this Agreement, the amount of such reserve shall be paid to the Borough.

## **ARTICLE VIII – TERMINATION OF AGREEMENT AND INSPECTIONS**

### **Section 8.1 Voluntary Termination of the Agreement by Entity**

**NEITHER THE ENTITY NOR ANY OTHER TRANSFEREE OR PURCHASER MAY TERMINATE THIS AGREEMENT AT ANY TIME PRIOR TO THE MATURITY DATE OF THE BONDS.** Following the Maturity Date of the Bonds, the Entity or any Transferee may at any time after the expiration of one (1) year from the ASC Commencement Date, notify the Borough that, as of a certain date designated in the notice, it relinquishes its status as an urban renewal entity under the Exemption Law and that the Entity, or Transferee, has obtained the consent of the Commissioner of the Department of Community Affairs, if required by Applicable Law. As of that date, all of the obligations and requirements contained in this Agreement shall terminate with respect to the Entity or Transferee. Notwithstanding the foregoing, such relinquishment shall not impact the obligation of the Entity or the Transferee, as applicable, to make payment Land Taxes, Administrative Fee or Annual Service Charge, as the case may be, that has accrued up to and including the date of Termination, or the obligation of the Entity or the Transferee, as applicable, to perform the final accounting required by the Exemption Law and Section 8.2 hereof.

### **Section 8.2 Termination and Final Accounting**

Within ninety (90) Days after the Termination Date, whether by affirmative action of the Entity or by virtue of the provisions of the Applicable Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the Borough the reserve, if any, pursuant to N.J.S.A. 40A:20-15, as well as any Excess Net Profits, if any payable as of that date. For purposes of rendering a final accounting, the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 8.3 Taxes After Termination Date**

After the Termination Date, the Long Term Tax Exemption shall expire, and the Project Site and the Improvements constructed thereupon shall thereafter be assessed and conventionally taxed according to Applicable Law as other real property in the Borough.

### **Section 8.4 Rights of Inspection**

Pursuant to a written request, the Entity shall authorize the Borough or its representatives to examine the Entity's contracts, records, and documents, related to the Project. Such examination shall be made during reasonable business hours, in the presence of a member or agent of the Entity. The Parties agree that ten (10) Days' written notice shall constitute a reasonable request for inspection. Notwithstanding the foregoing, the Entity may request an extension of time for such examination, up to ten (10) Days. Except to the extent required by Applicable Law, all information and documentation provided hereunder shall remain confidential and not subject to public disclosure.

## **ARTICLE IX – TRANSFERS**

### **Section 9.1 Conveyance of Project**

The Entity may, upon written notice to the Borough, and upon the written consent of the Borough, sell the Project Site or Project in its entirety or any portion thereof to another urban renewal entity, qualified and organized under the Exemption Law (hereinafter referred to as a “**Transferee**”), provided that: (a) in the event that the Project shall not have been completed, the Transferee shall have demonstrated to the reasonable satisfaction of the Borough that such Transferee possesses the experience and capitalization to complete the Project; (b) such Transferee owns no other project subject to the Exemption Law at the time of the transfer, (c) the Entity is not then in Default of this Agreement or Applicable Law, and (d) the Transferee assumes the Entity's obligations under this Agreement. Upon a Transferee's assumption of the Entity's obligations under this Agreement, the Long Term Tax Exemption shall continue to the benefit of the Transferee and any of its Transferees.

In the event that the transfer contemplated in this Section is for less than the whole of the Project, the Annual Service Charge to be paid each by the Entity and the transferee entity after the transfer shall be pro-rated based on the square footage of the building within the portion of the Project being transferred compared to the total square footage of all buildings comprising the Project.

The Entity shall be permitted to transfer any ownership interest in the Entity, provided that, if the transfer is for an interest greater than 10 percent (10%), such transfer shall be disclosed to the Borough Council in the next Auditor's Report or in correspondence sent to the Borough Clerk in advance of the next Auditor's Report.

### **Section 9.2 Obligations of Entity and Transferee After Conveyance**

If the Entity Transfers the Project in its entirety to a Transferee pursuant to and in accordance with Section 9.1 hereof, then the Entity shall be absolutely discharged from any further obligations regarding the Project and shall be qualified to undertake another project pursuant to the Exemption Law. Within ninety (90) Days after the date of a Transfer of the Project in its entirety, the Entity shall pay to the Borough any Excess Net Profits payable to the Borough pursuant to this Agreement and the Exemption Law.

### **Section 9.3 Collateral Assignment**



It is expressly understood and agreed that the Entity has the right, to the extent permitted by the Exemption Law, to encumber and/or assign the fee title to the Project Site and/or Improvements for purposes of financing the design, development and construction of the Project and permanent mortgage financing relating to the Project.

(i) The Borough acknowledges that the Entity and/or its affiliates intend to obtain secured financing in connection with the acquisition, development, and construction of the Project. The Borough agrees that the Entity and or its affiliates may, subject to compliance with the Exemption Law, assign, pledge, hypothecate or otherwise transfer its rights under this Agreement and/or its interest in the Project to one or more secured parties or any agents therefor (each, a “**Secured Party**” and collectively, the “**Secured Parties**”) as security for obligations of the Entity, and/or its affiliates, incurred in connection with such secured financing (collectively, the “**Security Arrangements**”). The Entity shall give the Borough written notice of any such Security Arrangements, together with the name and address of the Secured Party or Secured Parties. Failure to provide such Notice waives any requirement of the Borough hereunder to provide any notice of Default or notice of intent to enforce its remedies under this Agreement.

(ii) If the Entity shall Default in any of its obligations hereunder, the Borough shall give written notice of such Default to the Secured Parties and the Borough agrees that, in the event such Default is not waived by the Borough or cured by the Entity, its assignee, designee or successor, within the period provided for herein, before exercising any remedy against the Entity hereunder, the Borough will provide the Secured Parties not less than fifteen (15) Days from the date of such written notice to the Secured Parties with regard to a Payment Default by the Entity, and ninety (90) Days from the date the Entity was required to cure any other Default.

(iii) To the extent permitted by the Exemption Law, in the absence of a Default by the Entity, the Borough agrees to consent to any collateral assignment by the Entity to any Secured Party or Secured Parties of its interests in this Agreement and to permit each Secured Party to enforce its rights hereunder and under the applicable Security Arrangement and shall, upon request of the Secured Party, execute such documents as are typically requested by secured parties to acknowledge such consent. This provision shall not be construed to limit the Borough’s right to payment from the Entity, nor shall the priority of such payments be affected by the Secured Party exercising its rights under any applicable Security Arrangement.

Notwithstanding anything to the contrary contained herein, and in addition to all other rights and remedies of Secured Parties set forth in this Agreement, the provisions of N.J.S.A. 55:17-1 to -11 shall apply to this Agreement to protect the interests of any Secured Party.

## **ARTICLE X – ENTITY’S COVENANTS AND REPRESENTATIONS**

### **Section 10.1 Management and Operation**

Subject to its rights to Transfer pursuant to Section 9.1 hereof, the Entity represents and

covenants that it will own the Project.

### **Section 10.2 Computation of Gross Revenue**

The Entity shall calculate the Annual Gross Revenue in accordance with the Exemption Law and this Agreement and the computation of Annual Gross Revenue shall be shown on the Entity's Annual Audit Statement.

### **Section 10.3 Annual Audit Report**

For so long as the Entity owns the Project and within ninety (90) Days after the close of each fiscal or calendar year (depending on the Entity's accounting basis) that this Agreement shall continue in effect, the Entity shall submit to the Mayor of the Borough, the Borough Council and the Borough Clerk, its Annual Audited Statement for the preceding fiscal or calendar year in accordance with the Exemption Law. The report shall clearly identify and calculate the Net Profit for the Entity during the previous fiscal year. The Entity assumes all costs associated with preparation of the Annual Audited Statements. If there has been a change in more than 10% of direct ownership of the Entity the Entity shall submit a disclosure statement together with the annual audit.

### **Section 10.4 Total Project Cost Audit**

Within ninety (90) Days after a final Certificate of Occupancy is issued for the Project, the Entity shall submit to the Mayor and Borough Council, an audit of Total Project Cost, certified as to actual construction costs by the Entity's architect.

## **ARTICLE XI – MISCELLANEOUS PROVISIONS**

### **Section 11.1 Governing Law**

This Agreement shall be governed by the provisions of Applicable Law including, but not limited, to the Exemption Law.

### **Section 11.2 Oral Representation**

Neither Party hereto has made any oral representation that is not contained in this Agreement. This Agreement and the Application, including all of the Exhibits attached and annexed thereto, constitute the entire Agreement by and between the Parties.

### **Section 11.3 Modification**

This Agreement shall not be amended, changed, modified, altered, or terminated, other than as may be set forth herein, without the written consent of both of the Parties hereto.

### **Section 11.4 Notices**

A notice, demand or other communication under this Agreement by any Party to the other shall be in writing and shall be hand delivered by messenger (with receipt acknowledged in writing), delivered by overnight delivery service (guaranteeing overnight delivery, with receipt acknowledged in writing), delivered personally, or delivered by electronic transmittal or by facsimile transmission (evidenced by printed confirmation of receipt specifying the receiving telephone number or electronic mail address) to the Parties at their respective addresses (or facsimile numbers, at the case may be) set forth herein, except that notice of (a) an Event of Default and (b) the institution of legal proceedings may not be delivered by facsimile::

i) When sent by the Borough to the Entity:

DL Urban Renewal, LLC  
450 West Merrick Road, Suite 4  
Valley Stream, New York 11580  
Attention: Hi Jong Lee

With a copy to:

Allen Perlstein, Esq.  
Harfenist, Kraut & Perlstein LLP  
3000 Marcus Avenue, Suite 2E1  
Lake Success, New York 11042

ii) When sent by the Entity to the Borough:

Borough of Highland Park  
221 South 5<sup>th</sup> Avenue  
Highland Park, New Jersey 08904  
Attention: Teri Jover, Business Administrator

With a copy to:

Joseph P. Baumann, Esq.  
McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, 2<sup>nd</sup> Floor  
Roseland, NJ 07068

In addition, if the Entity delivers formal written notice to the Borough in accordance with this Agreement, of the name and address of Entity's mortgagee, then the Borough shall provide such mortgagee with a copy of any notice required to be sent to the Entity. Any notice given by an attorney for a party shall be effective for all purposes.

### **Section 11.5 Severability**

If any term, covenant, or condition of this Agreement shall be judicially declared to be

invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

If any portion of this Agreement shall be judicially declared to be invalid and unenforceable and provided that a default has not been declared pursuant to this Agreement, the Parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the Parties, including, but not limited to the authorization and amendment of this Agreement in a form reasonably drafted to effectuate the original intent of the Parties.

### **Section 11.6 Good Faith**

The Entity and the Borough agree to act in good faith in all of their dealings with each other.

### **Section 11.7 Certification**

The Borough Clerk shall certify to the Borough Tax Assessor, pursuant to the Exemption Law, that this Agreement entered into by the Borough and the Entity has been entered into and is in effect pursuant to the Exemption Law. The delivery by the Borough Clerk to the Borough Tax Assessor of a certified copy of the Ordinance shall constitute the required certification. Upon the delivery of the certification as required hereunder, the Borough Tax Assessor shall implement the Long Term Tax Exemption and continue to enforce the Long Term Tax Exemption without further certification by the Borough Clerk until the Termination Date. Further, within ten (10) Days of the execution of this Agreement, the Borough Clerk shall provide a copy of the Agreement and the Ordinance authorizing the same to the Middlesex County Counsel and the Middlesex County Director of Finance for informational purposes in accordance with N.J.S.A. 40A:20-12.

### **Section 11.8 Exhibits**

This Agreement in its proposed form appears as an attachment to the Application. This Agreement along with each Exhibit attached and annexed hereto is incorporated into the Application.

### **Section 11.9 Recording**

Upon the Effective Date, this entire Agreement and the Ordinance shall be filed and recorded with the Middlesex County Clerk by the Borough, at the Entity's expense, such that this Agreement and the Ordinances shall be reflected upon the land records of the County of Middlesex as a municipal lien upon and a covenant running with the Project Site, including any Improvements related thereto, and same may be discharged by the Entity or the Borough upon the Termination Date.

### **Section 11.10 Counterparts**

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

### **Section 11.11 Estoppel Certificate**

Within thirty (30) Days following written request therefor by the Entity, or any mortgagee or other party having an interest in the Project, the Borough shall issue a signed estoppel certificate in reasonable form stating that (i) this Agreement is in full force and effect, (ii) to the best of the Borough's knowledge, no default has occurred under this Agreement (nor any event which, with the passage of time and/or the giving of notice would result in the occurrence of a default) or stating the nature of any default and (iii) stating any such other reasonable information as may be requested.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed the day and year first above written.

**DL URBAN RENEWAL, LLC**

By: \_\_\_\_\_  
Name:  
Title: Authorized Signatory

**ACKNOWLEDGMENT**

**STATE OF NEW JERSEY :**  
  :  
**COUNTY OF \_\_\_\_\_ :**                               **ss:**

**BE IT REMEMBERED**, that on this \_\_\_ day of \_\_\_\_\_, 2024, before me, the subscriber, a Notary Public or Attorney at Law of New Jersey, personally appeared \_\_\_\_\_, who being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction that s/he is the designated authorized signatory of DL URBAN RENEWAL, LLC the entity named in the within Instrument; that the execution, as well as the making of this Instrument, have been duly authorized by the entity and said Instrument was signed and delivered by said designated authorized signatory as and for the voluntary act and deed of said entity.

\_\_\_\_\_  
Notary or Attorney at Law  
The State of New Jersey

**ATTEST:**

**BOROUGH OF HIGHLAND PARK**

\_\_\_\_\_  
JENNIFER SANTIAGO  
BOROUGH CLERK

By: \_\_\_\_\_  
ELSIE FOSTER  
MAYOR

STATE OF NEW JERSEY    )  
  )    SS.:  
COUNTY OF MIDDLESEX)

I CERTIFY that on \_\_\_\_\_, 2024, JENNIFER SANTIAGO, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Borough Clerk of the Borough of Highland Park, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is MAYOR ELSIE FOSTER;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of the Borough Council;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before  
me on \_\_\_\_\_, 2024.

\_\_\_\_\_  
JENNIFER SANTIAGO  
BOROUGH CLERK

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public or Attorney at Law  
The State of New Jersey

**EXHIBIT A – TO AGREEMENT**  
**PROJECT SITE DESCRIPTION**





**EXHIBIT B – TO AGREEMENT**  
**APPLICATION**

***Not Recorded***

**Copy on File with the Borough Clerk of the Borough of Highland Park**

**EXHIBIT C – TO AGREEMENT**  
**ORDINANCE**

**RESOLUTION NO. 3-24-100  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ISSUANCE OF A REQUEST FOR PROPOSALS  
IN CONNECTION WITH THE HIGHLAND PARK 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 school 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**, on March 5, 2024, the Borough authorized an energy consulting contract with Gabel Associates, Inc. through the ACESplus Program to provide services for the development and management of a Renewable Government Energy Aggregation Program; and

**WHEREAS**, The Borough of Highland Park wishes now to issue a Request for Proposal to seek proposals from alternate for energy suppliers and award a contract for Renewal Government Energy Aggregation, and

**WHEREAS**, the Borough will only award contract to electric power suppliers whose proposals include [resident cost savings and] an enhanced content of renewable energy sources at least 10% above the prevailing New Jersey Renewable Portfolio Standard (RPS) at the time the contract is procured with all the renewable supply coming from Class 1 resources located

within PJM, and is otherwise beneficial to the Borough’s residents and consistent with applicable rules.

**WHEREAS**, there shall be no cost to Highland Park and all fees for Gabel Associates’ services shall be paid by the successful energy supplier 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 is hereby authorized and directed, working with Gabel Associates, to develop, issue and administer a Request For Proposals process seeking proposals from energy suppliers for a Renewal Government Energy Aggregation (RGEA) Program.
2. The Mayor, Borough Clerk and Gabel Associates are also 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 RGEA bid process.
3. The Borough Administrator is hereby authorized and directed to include in the request for proposals a requirement that upon award, 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 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 19, 2024.

---

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-101  
HIGHLAND PARK BOROUGH  
COUNTY OF MIDDLESEX**

**RESOLUTION TO ADOPT THE NEIGHBORHOOD PRESERVATION PROGRAM  
WOODBIDGE AVENUE DISTRICT YEAR TWO IMPLEMENTATION PLAN**

**WHEREAS**, the Borough of Highland Park was awarded a 5-year annual grant of \$125,000 through the Neighborhood Preservation Program (NPP) from the NJ Department of Community Affairs (NJCA) for improvements to the Woodbridge Avenue neighborhood target area; and

**WHEREAS**, the purpose of the grant is to design and implement a wide range of initiatives to restore a favorable climate for investment and to improve the quality of life for the residents and businesses of this neighborhood; and

**WHEREAS**, as a condition of the grant, the NJCA requires that an Implementation Plan (IP) be prepared annually which delineates the activities of the NPP program and describes the manner in which grant funds will be expended and the Year Three plan covers a one-year period (January – December 2024); and

**WHEREAS**, said plan has been completed pursuant with the required Stakeholder Team input and other related State mandates; and

**NOW, THEREFORE BE IT RESOLVED**, that the Borough Council of the Borough of Highland Park does hereby approve the Woodbridge Avenue District Year Three Implementation Plan; and

**BE IT FURTHER RESOLVED** that the Borough Council is hereby authorized to expend funds in accordance with said Implementation Plan.

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 19, 2024.

---

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



BOROUGH OF HIGHLAND PARK  
NEIGHBORHOOD PRESERVATION PROGRAM

**WOODBIDGE AVENUE NPP DISTRICT  
IMPLEMENTATION PLAN  
YEAR THREE UPDATE**

February 26, 2024





BOROUGH OF HIGHLAND PARK  
NEIGHBORHOOD PRESERVATION PROGRAM

**WOODBIDGE AVENUE NPP DISTRICT  
IMPLEMENTATION PLAN  
YEAR THREE UPDATE**

Prepared by:

**Borough of Highland Park NPP Stakeholder Engagement Team**

in partnership with the **Borough of Highland Park**

221 South Fifth Avenue

Highland Park, NJ 08904

with assistance from:

**LRK, Inc.**

1218 Chestnut Street, 5th Floor

Philadelphia, PA 19107

# ACKNOWLEDGMENTS

Highland Park’s NPP Stakeholder Engagement Team is made up of eight (8) individuals who are committed to the success of the Woodbridge Avenue commercial corridor and the adjacent residential neighborhood. The stakeholder team was formed during the application process in August 2021 and has continued to be a sounding board for all NPP ideas and initiatives. They also played an integral part in collecting essential feedback from residents and businesses in the NPP district and the Highland Park community-at-large regarding their vision for the Woodbridge Avenue NPP District.

The Borough would like to thank the following stakeholder team members for their continued commitment to this program:

- **Melissa Gordeuk** | District Resident
- **Khahlidra Hadhazy** | District Resident & Planning Board Representative
- **Matt Hale** | Borough Councilmember, Economic Development Committee
- **Rebecca Hersh** | Executive Director, Main Street Highland Park
- **John Marron** | District Resident & Arts Commission Representative
- **Christina Sharkey** | District Business Owner, Calico CPA
- **Marcia Shiffman** | Board Member, Main Street Highland Park
- **Grazina Strolia** | Historical Commission Representative

The Borough would also like to extend a special thank you to **New Jersey Governor Phil Murphy** and **Acting DCA Commissioner, Jacquelyn A. Suárez** for providing this funding opportunity to Highland Park.

Additionally, special thanks to **Mayor Elsie Foster** and **Highland Park’s Borough Council** for their vision in supporting Highland Park’s NPP application and their approval of the resulting NPP plan.

## NPP Coordinator

Emma Von Thun, MPA | Assistant to the Borough Administrator / Project Manager

## Consultants

LRK Inc.

Chris S. Cosenza, AICP, PP, LEED AP

David Kim

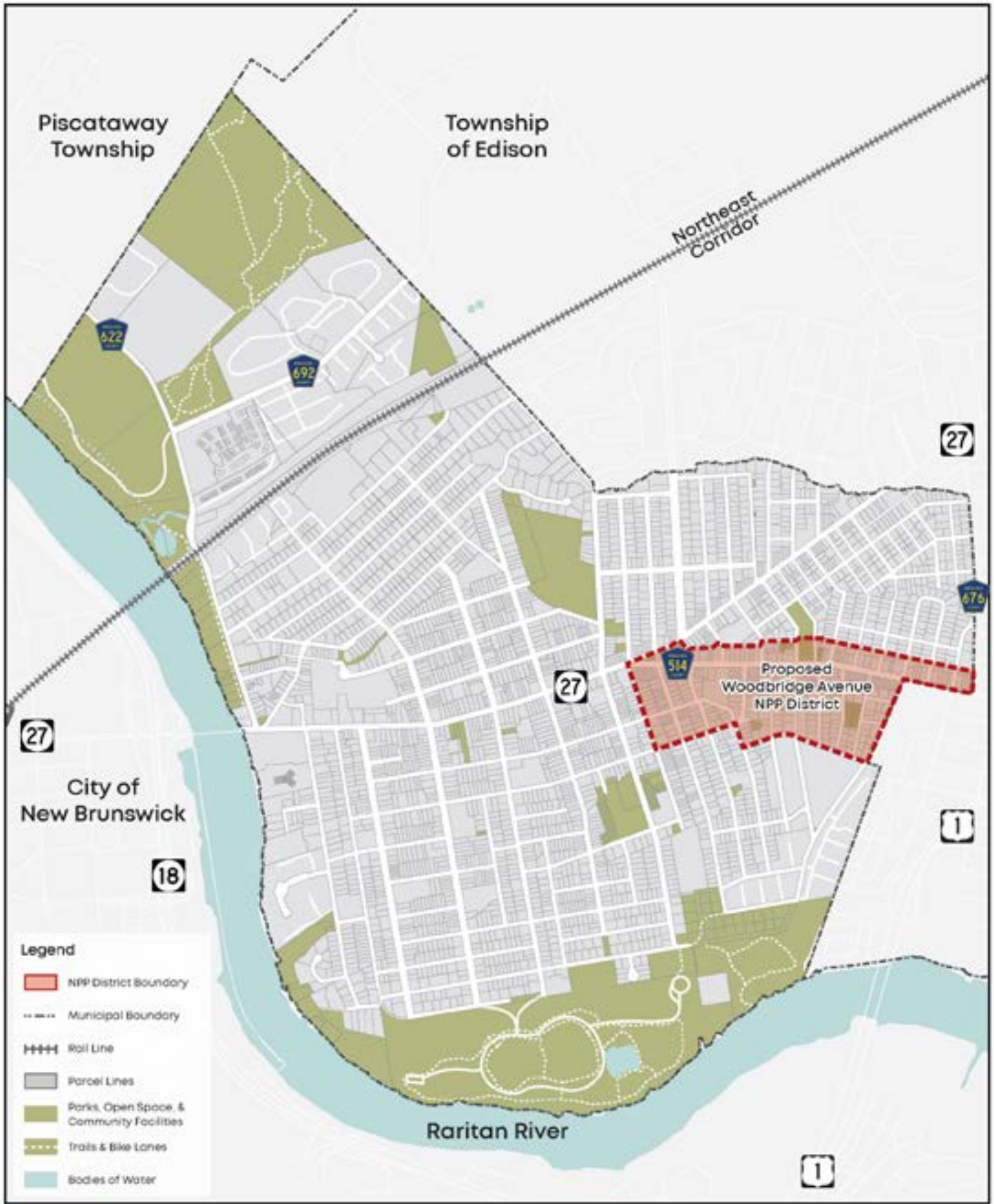
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# INTRODUCTION



**Overall Map**

**Proposed Woodbridge Avenue NPP District**

Borough of Highland Park, Middlesex County, NJ



**DRAFT**



**Neighborhood Map**

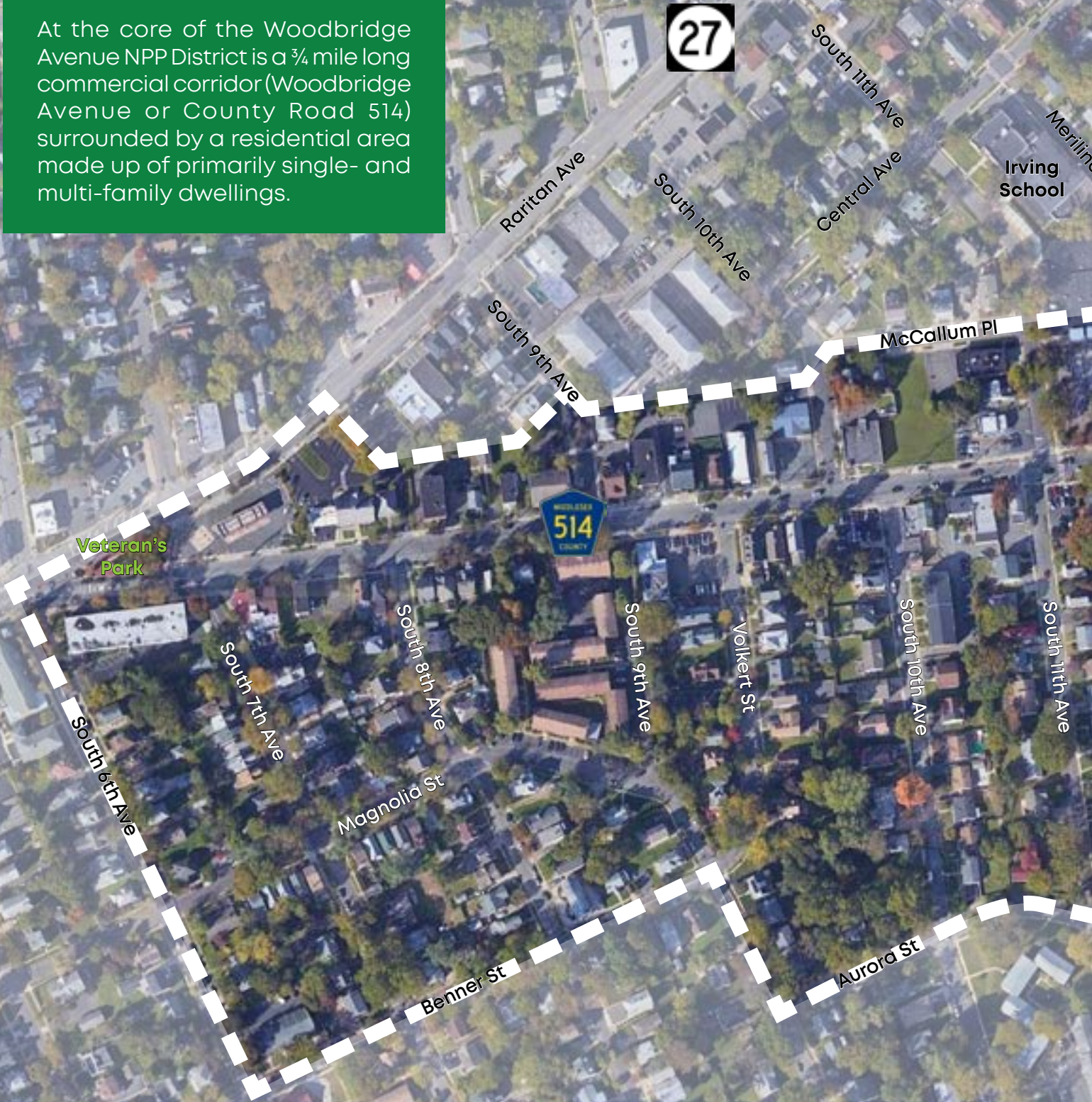
**Proposed Woodbridge Avenue NPP District**

Borough of Highland Park, Middlesex County, NJ

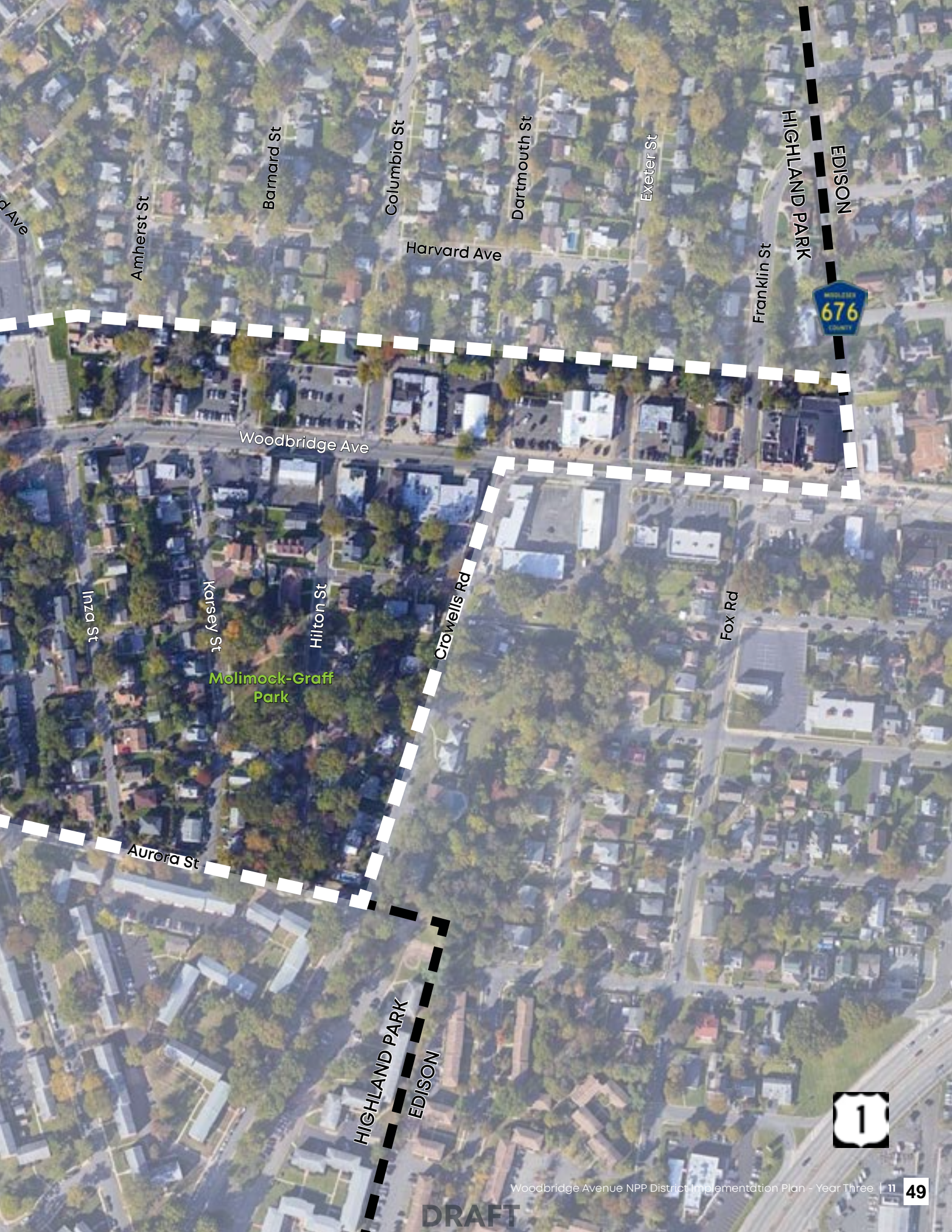


**DRAFT**

At the core of the Woodbridge Avenue NPP District is a ¾ mile long commercial corridor (Woodbridge Avenue or County Road 514) surrounded by a residential area made up of primarily single- and multi-family dwellings.







Amherst St

Barnard St

Columbia St

Dartmouth St

Exeter St

Harvard Ave

Franklin St

HIGHLAND PARK

EDISON



Woodbridge Ave

Inza St

Karsey St

Hilton St

Crowells Rd

Fox Rd

Molimock-Graff Park

Aurora St

HIGHLAND PARK

EDISON







# YEAR TWO (2023) ACCOMPLISHMENTS

## 2023 ACCOMPLISHMENTS

The Woodbridge Avenue NPP Stakeholder Team kept the momentum going in Year 2 to bring tangible, substantial improvements to the Woodbridge Avenue commercial corridor. We administered nearly \$60,000 in commercial façade and technical assistance grants to ten businesses. We invested in plant materials and professional layouts for all of our planters for both the summer and the holidays and purchased additional trash and recycling receptacles for the corridor. We also hired a company to install our holiday snowflakes for the second year in a row.

We improved our outreach efforts and hosted a number of events in the District to gather input from residents and businesses including a Business Mixer in April, an open house at Molimock-Graff Park in June, and co-sponsoring a portion of National Night Out in August.

We invested in a parking study, completed by Level G Associates, to understand existing parking conditions for residents and businesses and received recommendations for policy updates that would expand parking opportunities. We also collaborated with our planners and Main Street Highland Park's Design Committee to streamline and modernize our signage ordinance to make it easier for business owners to interpret when making signage decisions.

Finally, we invested in five new street murals in the vicinity of Molimock-Graff Park, painted by local artists. The murals represent a range of themes and ideals near and dear to Highland Park's heart and serve to beautify and calm traffic in the neighborhood.



*Woodbridge Avenue Business Mixer*



Asian Garden: Before



Asian Garden: After



106 Woodbridge Avenue: Before



106 Woodbridge Avenue: After



B&B Auto Repair: Before



B&B Auto Repair: After



Murals by Sonya & Kit Kat



Murals by Sonya & Kit Kat



## LESSONS LEARNED & RESULTING CHANGES

Soliciting applications to our Commercial Façade Grant program was challenging. We found that going door-to-door and chatting with business owners in person was the best way to communicate the value of the grant and NPP programs. Some businesses came to us with a complete plan for improvements while others started from scratch. This extended the project timeline and a few businesses began façade improvements in Year 2 and will apply for additional monies in Year 3 for awnings and signage.

We are also still awaiting the start of major roadwork that will take place along Woodbridge Avenue, a Middlesex County roadway, from South 11th – Duclos Lane. This delay held up plans to plant street trees along the commercial corridor. The money originally allocated for the planting project was reallocated to purchasing additional trash and recycling receptacles.







# YEAR THREE (2024) IMPLEMENTATION PLAN

# 2024 NEEDS, GOALS, STANDARDS AND EXPECTATIONS

Year 3 funds will be allocated evenly between businesses, residents, and visitors. Outreach efforts to both business owners and residents will be ramped up in an effort to get grant-funded projects underway quickly. We plan to introduce a handful of events to welcome visitors to the new and improved Woodbridge Avenue and to share the rich history of the District through public art and performance.

Our goals for Year 3 are as follows:

1. Launch a residential grant program and recruit a minimum of a dozen property owners to partake in the program.
2. Collaborate with the NJ Business Action Center to provide high quality technical assistance trainings to Woodbridge Avenue businesses at no cost.
3. Invest in cleaning and improving existing District amenities (planters, tree pits, banners, etc.) and add new amenities.
4. Plant 20 – 30 new street trees in the commercial corridor in partnership with the Shade Tree Advisory Committee (STAC).
5. Introduce new annual events to welcome visitors to the District, showcase businesses, and bring awareness to the NPP Program.

## ARTS & CULTURE

**(\$10,000 NPP | \$10,000 TOTAL)**

**Special Events (\$10,000):** Introduce new events such as an Antique Car Show and Woodbridge Avenue History Walk in partnership with community organizations to attract people to the Woodbridge Avenue District.

- Social Value

## BUSINESS DEVELOPMENT

**(\$34,500 NPP | \$53,000 TOTAL)**

**Façade Grants (\$37,000):** Solicit Commercial Façade Grant applications from eligible businesses for improvements such as: paint, windows, awnings, signage, planters, grass, bollards, etc. Work with Main Street Highland Park Design Committee on review of applications.

- Place Value
- Economic Value

**Beyond Main (\$6,500):** Invest in a tool to help establish an on-line presence for all Woodbridge Avenue businesses and create a streamlined on-line directory for them.

- Economic Value

**Technical Assistance Courses (\$3,000):** Collaborate with the NJ Business Action Center to provide quarterly training to Woodbridge Avenue businesses on a variety of topics at no cost.

- Economic Value

**Revamp Business Signage & Design Standards (\$6,500):** Present amended ordinance to the Mayor, Borough Council and the Planning Board and prepare documentation for introduction and adoption.

- Place Value
- Economic Value

## RESIDENTIAL IMPROVEMENTS

**(\$30,500 NPP | \$30,500 TOTAL)**

**Residential Facade Renovation Grants (\$30,500):** Grants for exterior home improvements (stairs, doorways, porches, drainage/landscaping etc.) and sidewalk improvements. Matching requirement to be based on financial need.

- Place Value
- Economic Value

## STREETSCAPE

**(\$50,000 NPP | \$54,000 TOTAL)**

**Deep Clean (\$15,000):** Matching grants for exterior home improvements (stairs, doorways, porches, drainage/landscaping etc.). Matching requirement based on financial need.

- Place Value
- Economic Value

**Holiday Decoration Install (\$4,000):** Storage, installation, and removal of 21 snowflakes for Woodbridge Avenue light poles.

- Place Value
- Economic Value

**Planter Care (\$15,000):** Plant materials, planting labor, and seasonal watering for 18 planters along commercial corridor. Includes professional design and layout of planters.

- Place Value
- Civic Value

**Redesign & Replace Pole Banners (\$20,000):** Redesign and replace 40 - 50 banners on light poles and replace hardware.

- Place Value
- Social Value

## ADMINISTRATION

**(\$0 NPP | \$14,500 TOTAL)**

NPP Corridor Stipend (\$9,500)

Planner Costs (\$5,000)

# YEAR THREE BUDGET

| Activity                             | NPP Funding      | Borough         | OPM             |
|--------------------------------------|------------------|-----------------|-----------------|
| <b>Arts &amp; Culture</b>            |                  |                 |                 |
| Special Events                       | \$10,000         |                 |                 |
| <b>Business Development</b>          |                  |                 |                 |
| Facade Grants                        | \$25,000         |                 | \$12,000        |
| Beyond Main                          | \$6,500          |                 |                 |
| Technical Assistance Courses         | \$3,000          |                 |                 |
| Signage Ordinance                    |                  | \$6,500         |                 |
| <b>Residential Improvements</b>      |                  |                 |                 |
| Residential Facade Renovation Grants | \$30,500         |                 |                 |
| <b>Streetscape</b>                   |                  |                 |                 |
| Deep Clean                           | \$15,000         |                 |                 |
| Holiday Decoration                   |                  | \$4,000         |                 |
| Planter Care                         | \$15,000         |                 |                 |
| Banner Revamp                        | \$20,000         |                 |                 |
| <b>Administration</b>                |                  |                 |                 |
| Salary: NPP Coordinator              |                  | \$9,500         |                 |
| Salary: Planner                      |                  | \$5,000         |                 |
|                                      | <b>\$125,000</b> | <b>\$25,000</b> | <b>\$12,000</b> |



**RESOLUTION NO. 3-24-102  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION ADOPTING REVISED PERSONNEL POLICIES AND  
PROCEDURES HANDBOOK DATED MARCH 2024**

**WHEREAS**, the Policies and Procedures Handbook (“Handbook”) serves as a governing document for personnel matters involving employees, volunteers, appointed officials, and independent contractors of the Borough of Highland Park; and

**WHEREAS**, the Handbook has been reviewed by the Borough’s Labor Counsel; and

**WHEREAS**, Borough Administration and the Borough’s Labor Counsel have recommended certain revisions to the Handbook to remain compliant with law and/or to adhere to best employment practices; and

**WHEREAS**, the revised Handbook has been reviewed and approved by the Mayor and Borough Council.

**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 Council hereby adopt the revised Handbook dated March 2024.
2. The policies and procedures set forth in the March 2024 Handbook shall be effective immediately upon adoption of this Resolution and shall replace all policies and procedures set forth in any preceding Handbook.
3. The Borough Administrator is authorized and directed to distribute copies of and make available the revised Handbook to all current and future Borough employees, volunteers, appointed officials, and independent contractors.

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 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-103  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING 2024 – 2025 CDBG FUND ALLOCATION**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the following schedule of proposed use of CDBG funds allocated to the Borough of Highland Park for the funding period 2024 – 2025 be and the same is hereby approved and a certified copy hereof be submitted to the Middlesex County Housing and Community Development Committee for their approval. If there is a reduction in the CDBG allocation, the reduction should be divided evenly to each project.

|  |                 |
|--|-----------------|
| Highland Park Community Food Pantry                      | \$3,000         |
| Dept. of Recreation: Summer Camp Program/HP Gives A Hoot | \$20,000        |
| Dept. of Recreation: Community Youth Outreach Programs   | \$13,445        |
| Dept. of Aging: Senior Transportation                    | \$15,000        |
| Dept. of Aging: Senior Outreach                          | \$13,000        |
| Dept. of Recreation: Molimock-Graff Park Improvements    | \$12,000        |
| <hr/>  |                 |
| <b>TOTAL</b>   | <b>\$76,445</b> |

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 19, 2024.

---

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



**RESOLUTION NO. 3-24-104  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO JOIN THE  
CENTRAL JERSEY HEALTH INSURANCE FUND**

**WHEREAS**, a number of public entities in the State of New Jersey have joined together to form the **CENTRAL JERSEY HEALTH INSURANCE FUND** hereafter referred to as "FUND", as permitted 40A:10-36 et seq.; and

**WHEREAS**, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date; and

**WHEREAS**, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND; and

**WHEREAS**, the governing body of the Borough of Highland Park, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

**NOW, THEREFORE, BE IT RESOLVED** that the governing body of the LOCAL UNIT hereby agrees as follows:

- i. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
  - a. Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.
- v. Commit to the four principles of the FUND which are:
  - a. A long-term philosophy on rates.
  - b. A willingness to work with bargaining units to achieve plan design changes.
  - c. Professional management with stability and commitment.
  - d. Rating structure based on actuarial numbers.

**BE IT FURTHER RESOLVED** that the Mayor and Borough Clerk of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement, attached hereto; and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Banking and Insurance and Department of Community Affairs.

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 19, 2024.

---

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

## CENTRAL JERSEY HEALTH INSURANCE FUND

### INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, in the County of \_\_\_\_\_, State of New Jersey, By and Between the **Central Jersey Health Insurance Fund** referred to as "FUND" and the governing body of the \_\_\_\_\_ a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

#### WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on \_\_\_\_\_ and ending on \_\_\_\_\_ at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon written notice to the FUND.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for

the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

**CENTRAL JERSEY HEALTH INSURANCE FUND**

**ADOPTED:** \_\_\_\_\_

**BY:** \_\_\_\_\_  
**MAYOR**

**ATTEST:**  
\_\_\_\_\_  
**CLERK**

**RESOLUTION NO. 3-24-105  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPOINT FUND COMMISSIONER AND ALTERNATE FUND  
COMMISSIONER TO CENTRAL JERSEY HEALTH INSURANCE FUND**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the that Teri Jover, Borough Administrator, be and is hereby appointed as Fund Commissioner to the Central Jersey Health Insurance Fund, effective May 1, 2024, to represent the Borough of Highland Park; and

**BE IT FURTHER RESOLVED** that Jacklyn Vasquez, Payroll & Benefits Coordinator, be and is appointed as Alternate Fund Commissioner to the Central Jersey Health Insurance Fund, effective May 1, 2024.

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on March 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-106  
HIGHLAND PARK BOROUGH  
MIDDLESEX COUNTY**

**RESOLUTION SUPPORTING THE 2024 U DRIVE, UTEXT, UPAY. DISTRACTED  
DRIVING CRACKDOWN APRIL 1 - 30, 2024**

**WHEREAS**, distracted driving is a serious, life-threatening practice that is preventable;  
and

**WHEREAS**, distracted driving can result in injuries and deaths to all road users  
(motorists, pedestrians and bicyclists); and

**WHEREAS**, distracted driving occurs when drivers divert their attention away from the  
task of driving to focus on another activity instead; and

**WHEREAS**, in 2018 alone distracted driving-related crashes resulted in 2,841 deaths  
and 400,000 injuries on our nation’s roads; and

**WHEREAS**, in New Jersey distracted driving was listed as a contributing circumstance  
in 50 percent of all motor vehicle crashes in 2018; and

**WHEREAS**, the State of New Jersey will participate in the nationwide *Distracted  
Driving 2024 Crackdown* from April 1 – 30, 2024 in an effort to raise awareness and decrease  
driver distraction through a combination of enforcement and education; and

**WHEREAS**, the national slogan for the campaign is UDrive. UText. UPay; and

**WHEREAS**, a reduction in distracted driving in New Jersey will save lives on our  
roadways;

**NOW THEREFORE, BE IT RESOLVED**, that The Mayor and Council of the  
Borough of Highland Park, County of Middlesex, State of New Jersey declares it’s support for  
the *Distracted Driving 2024 Crackdown* both locally and nationally from April 1 - 30, 2024 and  
pledges to increase awareness of the dangers of distracted driving.

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 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-107  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING CLOSURE OF ROUTE 27 AND GRANTING  
APPROVAL FOR ANNUAL STREET FAIR TO BE HELD ON MAY 5, 2024**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that approval is hereby given to Main Street Highland Park to hold its Annual Street Fair activities on May 5, 2024, from 8:00 AM to 6:00 PM; and

**BE IT FURTHER RESOLVED** that permission is hereby granted to the Highland Park Police Department to make application to the New Jersey Department of Transportation for a permit to close a portion of Raritan Avenue (Route #27) between 2nd and 5th Avenues on May 5, 2019, between 8:00 AM and 6:00 PM; and

**BE IT FURTHER RESOLVED** that Main Street Highland Park will work in close cooperation with the Highland Park Police Department to insure minimum inconvenience to Borough residents; and

**BE IT FURTHER RESOLVED** certified copies of this resolution be forwarded to Main Street Highland Park; Highland Park Police Department Chief of Police, Richard Abrams; Highland Park First Aid Squad Captain, William Heins.; Emergency Management Coordinator, H. James Polos; Department of Public Works Superintendent, Michael Wieczorkiewicz.

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 19, 2024.

---

Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



**RESOLUTION NO. 3-24-108**

**BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING AMENDMENT TO ANNUAL SALARY RESOLUTION**

**BE IT RESOLVED** by the Borough Council of the Borough of Highland Park that the annual Salary Resolution No. 1-24-12, which was adopted on January 2, 2024, showing the names, titles and salaries of the officers and employees of the Borough of Highland Park, is amended as follows:

| <b>Title</b>   | <b>Employee Name</b>    | <b>2024 Pay Rate</b> | <b>Effective Date</b> |
|--|-------------------------|----------------------|-----------------------|
| Borough Administrator                                | Jover, Josephine        | \$118,050.00         | 1/1/2024              |
| Economic Development Director                        | Jover, Josephine        | \$20,000.00          | 1/1/2024              |
| Borough Clerk  | Santiago, Jennifer      | \$99,807.00          | 1/1/2024              |
| Registrar of Vital Statistics                        | Santiago, Jennifer      | \$5,778.00           | 1/1/2024              |
| Assistant to Borough Clerk                           | Pampinto, Maureen       | \$45,320.00          | 1/1/2024              |
| Deputy Registrar of Vital Statistics                 | Pampinto, Maureen       | \$2,000.00           | 1/16/2024             |
| Director of Code Enforcement & Construction Official | Brescher, Scott         | \$115,295.00         | 1/1/2024              |
| Capital Projects Manager                             | Brescher, Scott         | \$11,831.00          | 1/1/2024              |
| Fire Subcode Official                                | Langon, Phillip         | \$11,074.00          | 1/1/2024              |
| Building Inspector                                   | Luthman, Michael        | \$18,553.00          | 1/1/2024              |
| Zoning Subcode Official                              | Mullin, Michael         | \$15,133.00          | 1/1/2024              |
| Plumbing Subcode Official/Inspector                  | Rossi, Michael A        | \$22,699.00          | 1/1/2024              |
| Electrical Subcode Official/Inspector                | Varone, Mario           | \$22,699.00          | 1/1/2024              |
| Communications Coordinator                           | Jackson, Monica         | \$79,945.00          | 1/1/2024              |
| Public Information Officer                           | Glazer, Harold          | \$39,858.00          | 1/1/2024              |
| Director of Community Services                       | McGraw, Kimberly Ann    | \$96,655.00          | 1/1/2024              |
| Municipal Alliance Coordinator                       | McGraw, Kimberly Ann    | \$8,343.00           | 1/1/2024              |
| Recreation Coordinator                               | Sabovick, Annmarie      | \$61,985.00          | 1/1/2024              |
| Teen Center Coordinator                              | Burrell, Ashton         | \$64,297.00          | 1/1/2024              |
| Chief Financial Officer                              | Champion, Nerea         | \$95,000.00          | 1/1/2024              |
| Payroll/Benefits Coordinator                         | Vasquez, Jacklyn        | \$62,154.00          | 1/1/2024              |
| Tax Assessor   | Mancuso, Thomas         | \$53,652.00          | 1/1/2024              |
| Tax Assessor Clerk                                   | Davies, Kathleen        | \$25,193.00          | 1/1/2024              |
| Tax Collector  | Ramos, Mildred          | \$84,048.00          | 1/1/2024              |
| Superintendent of Public Works                       | Wieczorkiewicz, Michael | \$115,000.00         | 1/1/2024              |
| Foreman  | Troy, Frank             | \$97,073.00          | 1/1/2024              |
| Clean Communities Coordinator                        | Troy, Frank             | \$1,576.00           | 1/1/2024              |
| Recycling Coordinator                                | Troy, Frank             | \$2,101.00           | 1/1/2024              |
| Firefighter  | Schneider, Erik         | \$48,925.00          | 1/1/2024              |
| Firefighter Supervisor                               | Shamy, Norman           | \$64,297.00          | 1/1/2024              |
| Municipal Court Administrator                        | Horan, Tracey           | \$81,579.00          | 1/1/2024              |
| Municipal Court Judge                                | Herman, Edward H        | \$46,542.00          | 1/1/2024              |

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

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on March 19, 2024

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-109  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING A CONTRACT WITH CDM SMITH FOR  
PROFESSIONAL ENGINEERING SERVICES RELATED TO COMPLIANCE WITH  
STATE AND FEDERAL REGULATIONS PERTAINING TO INVENTORY AND  
REPLACEMENT OF LEAD WATER SERVICE LINES WITHIN THE  
BOROUGH OF HIGHLAND PARK**

**WHEREAS**, the Borough of Highland Park complies with the U.S. Environmental Protection Agency's (USEPA) Lead and Copper Rule; and

**WHEREAS**, the USEPA has proposed the Lead and Copper Rule Revisions (LCRR) that includes updated requirements related to the lead service line (LSL) inventory, compliance and system sampling and public education; and

**WHEREAS**, the New Jersey Department of Environmental Protection (NJDEP) passed legislation that requires water utilities to inventory and replace all lead service lines by July 2031 and requires the lead service line replacement program (LSLRP) plan be submitted and updated annually; and

**WHEREAS**, the Borough wishes to take a proactive approach to managing its compliance with LCRR and LSLRP and is in need of professional engineering services to assist with LSL program planning, including inventory development and service line verification and LSLRP Plan and funding strategy; and

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

**WHEREAS**, CDM Smith is a qualified and licensed engineering consulting firm in the State of New Jersey with extensive experience working on water systems and lead service line issues and has submitted a technical proposal for continued inventory and planning work dated February 15, 2024 for a cost not to exceed \$39,900; and

**WHEREAS**, funds for this purpose are available in the 2024 Temporary Utility Budget Account No. 4-05-55-500-233 for a total amount not to exceed \$39,900 , and will be provided for in the 2024 Utility Budget as adopted, as reflected by the certification of funds by the Chief Financial Officer no. 2024-46.

**NOW, THEREFORE, BE IT RESOLVED** by the 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, a Professional Services Agreement with CDM Smith, 110 Fieldcrest Ave, #8, 6<sup>th</sup> Floor, Edison, NJ 08837, for Continued Inventory and Planning in an amount not to exceed \$39,900.00, attached hereto.

- 2. Copies of this Resolution shall be forwarded to the Chief Financial Officer and the 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 19, 2024.

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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 5<sup>th</sup> Avenue, Highland Park, New Jersey 08904 (hereinafter referred to as "**BOROUGH**") and CDM Smith, 110 Fieldcrest Ave, #8, 6<sup>th</sup> Floor, Edison, NJ 08837 (hereinafter referred to as "**COMPANY**").

**WITNESSETH:**

WHEREAS, the **BOROUGH** requires professional engineering services related to compliance with state and Federal regulations pertaining to inventory and replacement of lead water service lines within the Borough of Highland Park; 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 March 19, 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 February 15, 2024, the amount of said compensation shall not exceed **\$39,900.00** 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:**

**CDM SMITH INC.**

\_\_\_\_\_

By: \_\_\_\_\_  
Sandra L. Kutzing, Senior VP



February 15, 2024

Ms. Teri Jover  
 Borough Administrator  
 Borough of Highland Park  
 221 So 5<sup>th</sup> AVE  
 Highland Park, NJ 08904

Subject: Technical Proposal for Lead and Copper Rule Revisions (LCRR) Program Management Services–  
 Inventorying and Planning Continued

Dear Ms. Jover:

CDM Smith Inc. (CDM Smith) is pleased to provide this technical proposal to continue providing program management services to support the Borough of Highland Park (Highland Park) in complying with the United States Environmental Protection Agency (EPA) Lead and Copper Rule Revisions (LCRR) and the New Jersey (NJ) legislation accelerating several LCRR deadlines.

Highland Park owns the Highland Park water system, which is operated and managed by Utility Services Affiliates of Highland Park (USA-Highland Park), a Middlesex Water Company (MWC) subsidiary. The Highland Park water main network has an overall length of approximately 40 miles and has pipeline sizes up to 20 inches. The system has 3,563 total service lines (potable and non-potable service lines) and serves approximately 14,000 customers. The EPA has assigned the Highland Park system with a Public Water System Identification (PWSID) number of NJ1207001.

NJ passed legislation which requires water utilities to submit their service line materials inventory sooner than the EPA LCRR and also requires water utilities to remove all lead service lines (LSLs) by July 2031, including the homeowner-side, regardless of ownership. The NJ legislation also defines all galvanized services and lead goosenecks as “lead service lines” in addition to lead and lead-lined pipe. In response to this, under an agreement dated April 5, 2022, Highland Park retained CDM Smith to manage compliance with this legislation. In 2022, the following compliance items were completed as part of this contract:

- Submitted an initial inventory in 2022 to the New Jersey Department of Environmental Protection (NJDEP).
- Added a GIS-based map to Highland Park’s website with a lookup tool.
- Prepared lists and draft letters to all lead and galvanized service lines that Highland Park mailed out via certified mail.
- Submitted a Lead Service Line Replacement Plan (LSLRP) to prioritize replacement of known lead and galvanized locations and to verify the locations with unknown service line materials by 2031.

In 2023, the following compliance items were completed:



Ms. Teri Jover  
February 15, 2024  
Page 2

- Submitted an updated service line inventory and the Annual Lead Service Line Inventory Report by July 10, 2023.
- Submitted an updated Lead Service Line Identification and Replacement Plan by July 31, 2023.
- Updated the GIS-based map on Highland Park's website with the updated inventory.

Prepared lists and draft letters to all lead and galvanized service lines that Highland Park mailed out via certified mail. In addition to the requirements, the following tasks were also performed by CDM Smith under this program:

- Prepared a technical memorandum summarizing the inventory compilation and provided a recommended approach to the validation of materials for the service lines that were identified as unknown.
- Reviewed Highland Park's current communications on lead and provided recommendations and new text for incorporating on Highland Park's website.
- Developed a public education campaign and survey language to solicit customer input on service line materials.
- Incorporated service line material information gathered during Highland Park's on-going meter replacement program contractor, National Metering Services, Inc. (National Metering), and other inspection information from Highland Park into the materials inventory through July 2023.

Highland Park requested that CDM Smith continue assisting with their compliance with the NJDEP legislation and the LCRR.

### Scope of Services

CDM Smith's technical approach and scope of services is attached and consists of the following tasks to support Highland Park's program:

- Task 1.1 – Inventory Updates
- Task 1.2 – Lead Service Line Replacement Program Planning

This work is planned to be performed by CDM Smith between March 2024 and October 2024.

### Level of Effort

CDM Smith proposes to perform the scope of services outlined in the technical proposal to continue program management services with the following costs:

| Task  | CDM Smith Labor Hours | Total Cost      |
|---|-----------------------|-----------------|
| Task 1.1 – Inventory Updates                              | 241                   | \$33,500        |
| Task 1.2 – Lead Service Line Replacement Program Planning | 36                    | \$6,400         |
| <b>Totals</b>   | <b>277</b>            | <b>\$39,900</b> |



## Scope of Services

# Lead and Copper Rule Revisions (LCRR) Program Management Services

## Background

The Borough of Highland Park (Highland Park) owns the Highland Park water system, which is operated and managed by Utility Services Affiliates of Highland Park (USA-Highland Park), a Middlesex Water Company (MWC) subsidiary. The Highland Park water main network has an overall length of approximately 40 miles and has pipeline sizes up to 20 inches. The system has 3,563 total service lines (potable and non-potable service lines) and serves approximately 14,000 customers. The EPA has assigned the Highland Park system with a Public Water System Identification (PWSID) number of NJ1207001.

Highland Park is currently in compliance with EPA's Lead and Copper Rule (LCR). However, EPA's Lead and Copper Rule Revisions (LCRR) requires several changes to be in place by a compliance date of October 16, 2024. In addition, the state of New Jersey passed legislation which requires water utilities to submit their service line materials inventory (and yearly updates) sooner than the EPA LCRR and also requires water utilities to remove all lead service lines (LSLs) by July 2031, including the homeowner-side, regardless of ownership.

The NJ legislation also defines all galvanized services and lead goosenecks as "lead service lines" in addition to lead and lead-lined pipe. In response to this, under an agreement dated April 5, 2022, Highland Park retained CDM Smith to manage compliance with this legislation. To date, Highland Park has been in compliance with the NJDEP legislation. Highland Park has requested that CDM Smith provide program management services to continue assisting Highland Park with its compliance with both the NJDEP legislation and the EPA's LCRR through October 2024.

## Scope of Services

### Program Planning and Initial Tasks

#### Task 1.1 – Inventory Update

As part of the update of a service line inventory for Highland Park's existing system, CDM Smith will perform the following:

- Highland Park has an on-going meter replacement program that is scheduled to continue through 2024. National Metering Services, Inc. (National Metering) is conducting the meter replacements. CDM Smith has previously incorporated monthly reports through July 2023 into Highland Park's service line inventory. Highland Park has requested that CDM Smith incorporate the inspections from National Metering occurring between August 2023 and September 2024. This information will be provided to CDM Smith via an excel spreadsheet on a monthly basis and incorporated into Highland Park's materials inventory.
- Highland Park performs inspections and reports materials as part of their regular work. CDM Smith will incorporate inspections performed by Highland Park between August 2023 and

September 2024 into the materials inventory. This information will be provided to CDM Smith via an excel spreadsheet.

- CDM Smith will update Highland Park's GIS map that is currently hosted on their website to reflect the updates made to the inventory for both the July and October submittals.
- By July 10, 2024 – CDM Smith will assist in preparation of the updated service line inventory and the Annual Lead Service Line Inventory Report.
- By August 20, 2024 – CDM Smith will assist in the preparation of the Lead Service Line Notification Forms to be sent to all residents with known lead or galvanized service lines. Highland Park will print and send the letter to the residents.
- By October 16, 2024 – CDM Smith will assist in the preparation of the updated service line inventory that meets the EPA's LCRR requirements.
- Within 30 days of submitting the October 16, 2024 inventory that meets the EPA's LCRR requirements, CDM Smith will assist in the preparation of the Lead Service Line Notification Forms to be sent to all residents with unknown service lines and any known lead or galvanized service lines that did not receive a letter in August. Highland Park will print and send the letter to the residents.

### **Task 1.2 – Lead Service Line Replacement Program Planning**

As part of the Lead Service Line Replacement Program Planning, CDM Smith will perform the following:

- By July 31, 2024 – CDM Smith will assist in the preparation of the updated Lead Service Line Identification and Replacement Plan with updated maps based on the 2023-2024 investigations.
- Prepare for and attend one meeting with Highland Park to discuss lead service line replacements and review the Lead Service Line Replacement Program Plan prepared under the agreement dated April 5, 2022. Any substantial updates to the overall plan to prioritize and remove lead service lines in Highland Park or further guidance can be provided via an amendment.

### **Assumptions**

The scope was developed based on the following assumptions:

1. This scope includes services for Highland Park's system with Public Water System Identification (PWSID) number of NJ1207001.
2. Highland Park will provide CDM Smith with any inspection records from USA-Highland Park's operation staff and any meter replacement service line records in a spreadsheet format.
3. This scope does not include CDM Smith performing home inspections, answering calls from customers, or review of customer e-mails.
4. The development of a machine learning predictive model to analyze Highland Park's inventory is not included within this scope of services.

5. Engineering design, preparation of bid documents, construction management or inspection for the inspection or replacement of existing service lines is not included in this scope of services.
6. Sampling by CDM Smith is not included in this scope of services.
7. A corrosion control treatment study is not included in the scope of services. It is recommended that Highland Park perform 5<sup>th</sup> liter sampling at any lead service line locations to determine if a study is recommended to be performed.



Ms. Teri Jover  
February 15, 2024  
Page 3

CDM Smith proposes to perform this work for the lump sum price of \$39,900 in accordance with the attached terms and conditions. A detailed breakdown of this cost is attached.

CDM Smith appreciates the opportunity to provide services to Highland Park on this important program.

Should you have any question as you review the above, please do not hesitate to contact me at 732-590-4741.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Kutzing".

Sandra L. Kutzing  
Senior Vice President  
CDM Smith Inc.

cc: Courtney Schaumberg, CDM Smith

Borough of Highland Park  
LCRR Program Management Services  
Detailed Fee Proposal

| Project Details    |                     |
|--------------------|---------------------|
| Business Unit      | NAU                 |
| Project Currency   | USD                 |
| Contract Type      | Lump Sum            |
| Project Id         | 277826              |
| Project Name       | Highland Park LSLRP |
| Client Name        | Highland Park       |
| Project Manager    | Courtney Schaumburg |
| Planned Start Date | 8/1/2023            |
| Planned End Date   | 11/30/2024          |

| Resource Details      |                      |                   |                   |                  |                     |                     |                    |                    |                     |                    |     |
|-----------------------|----------------------|-------------------|-------------------|------------------|---------------------|---------------------|--------------------|--------------------|---------------------|--------------------|-----|
| Resource Type         | Labor - Employee     | Labor - Employee  | Labor - Employee  | Labor - Employee | Labor - Employee    | Labor - Employee    | Labor - Employee   | Labor - Employee   | Labor - Employee    | Labor - Employee   | ODC |
| Resource Description  | PM                   | PTL               | Staff Engineer    | Communications   | GIS/data            | Billing             | GIS/data           | GIS/data           | Billing             | PCS                |     |
| Resource Name         | Schaumburg, Courtney | Kulzing, Sandra L | Kulaczowski, Adam | Balsamo, Lauren  | Luskin, Thomas J Jr | Santucci, Nichole A | Angeli, Jennifer L | Angeli, Jennifer L | Santucci, Nichole A | Patil, Varun Vilas |     |
| Project Bill Rate     | \$172.60             | \$281.29          | \$110.36          | \$94.98          | \$100.05            | \$78.54             | \$146.89           | \$146.89           | \$78.54             | \$66.00            |     |
| Total Units           | 36.00                | 45.00             | 124.00            | 4.00             | 36.00               | 14.00               | 4.00               | 4.00               | 14.00               | 14.00              |     |
| Total Billable Amount | \$6,213.60           | \$12,658.05       | \$13,684.64       | \$379.92         | \$3,601.80          | \$1,099.56          | \$587.56           | \$587.56           | \$1,099.56          | \$924.00           |     |

| WBS Code | Level | WBS/Activity Name          | Start Date | End Date   | Duration | Hours | Hours | Hours | Hours | Hours | Hours | Amount   |
|----------|-------|----------------------------|------------|------------|----------|-------|-------|-------|-------|-------|-------|----------|
| Task 1.1 | 1     |                            |            |            |          |       |       |       |       |       |       |          |
| 1.1.1    | 2     | Monthly Inventory Updates  | 8/1/2023   | 9/15/2024  | 412      |       |       |       |       |       |       |          |
| 1.1.2    | 3     | GIS map update             | 6/1/2024   | 10/31/2024 | 153      |       |       |       |       |       |       |          |
| 1.1.3    | 3     | July 2024 Submittal        | 6/1/2024   | 7/30/2024  | 60       | 28.00 |       |       |       |       |       | \$350.00 |
| 1.1.4    | 3     | October 2024 Submittal     | 9/16/2024  | 10/31/2024 | 46       | 2.00  |       |       |       |       |       | \$100.00 |
| 1.1.5    | 3     | EPA Public Notice Template | 10/16/2024 | 11/30/2024 | 46       | 1.00  |       |       |       |       |       | \$100.00 |
| Task 1.2 | 2     | LSLRP Planning             |            |            |          |       |       |       |       |       |       |          |
| 1.2.1    | 3     | LSLR Planning              | 4/15/2024  | 5/30/2024  | 46       | 12.00 |       |       |       |       |       | \$200.00 |

## 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](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. 3-24-110  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

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

**WHEREAS**, Randy Shutz, JJCKEC, LLC, and Frank Cadalfamo has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such Licenses for the year 2024; and

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

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

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

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on March 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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



**RESOLUTION NO. 3-24-111  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION AUTHORIZING ISSUANCE OF TAXI OPERATOR LICENSE(S) FOR  
THE PURPOSE OF OPERATING TAXI CAB IN THE BOROUGH OF  
HIGHLAND PARK**

**WHEREAS**, Randy Shutz, James J. Coyle, and Frank Cadalfamo has filed with the Clerk of this Borough an application for a License to operate taxicabs under the provisions of the Ordinance providing for such License for the year 2024; and

**WHEREAS**, the Chief of Police and/or his designee has investigated said applicant and has reported favorably upon said application.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highland Park, County of Middlesex, State of New Jersey that said applicant is qualified and that public necessity and convenience would be served by the issuance of said License.

**BE IT FURTHER RESOLVED** that the Borough Clerk is hereby authorized and directed to issue an Operator License to the aforesaid applicant.

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 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-112  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION TO APPROVE WRECKER LICENSES**

**WHEREAS**, Taylor’s Towing has filed with the Clerk of this Borough for a 2024 Wrecker/Towing License to operate heavy duty wreckers in this Borough under the provisions of the Ordinance providing for such license; and

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

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

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

I, 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 the March 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-113  
BOROUGH OF HIGHLAND PARK  
COUNTY OF MIDDLESEX**

**RESOLUTION EXTENDING THE DESIGNATION OF TANTUM  
FIDELCO HP LLC AS THE CONDITIONAL REDEVELOPER FOR  
PROPERTY IDENTIFIED AS TRACT A IN THE 2021 DOWNTOWN  
REDEVELOPMENT PLAN AND AMENDING THE INTERIM COST  
AND CONDITIONAL DESIGNATION AGREEMENT ACCORDINGLY**

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

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

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

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

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

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

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

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

**WHEREAS**, on May 16, 2023, the Borough Council approved Resolution 5-23-16, which extended such conditional designation until December 31, 2023; and

**WHEREAS**, on December 5, 2023, the Borough Council approved Resolution 12-23-2668, which extended such conditional designation until June 30, 2024; and

**WHEREAS**, the Borough wishes to extend such conditional designation and such Conditional Redeveloper’s Agreement for a term ending on March 31, 2026; and

**WHEREAS**, Conditional Redeveloper has changed its name from Tantum Fidelco HP LLC to HP RarDen Redevelopment LLC.

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

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

**Section 2.** Execution of Agreement. The Borough Council hereby authorizes the Borough Administrator to execute an amendment to the Conditional Redeveloper’s Agreement to recognize Conditional Redeveloper’s name change and extend such agreement for a term ending on March 31, 2026.

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

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

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

I, Jennifer Santiago, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the foregoing to be a true copy of a Resolution adopted by the Highland Park Borough Council at a meeting held on March 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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

**RESOLUTION NO. 3-24-114  
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 3/19/2024 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 19, 2024.

\_\_\_\_\_  
Jennifer Santiago, Borough Clerk

RECORD OF COUNCIL VOTES

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