

BOROUGH OF HIGHLAND PARK
REGULAR MAYOR & COUNCIL MEETING
FEBRUARY 19, 2019 - 7:00 PM

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. 919, 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. Proclamation – 100th Birthday.
5. Council Reports.
6. Borough Administrator's Report.
7. Borough Attorney's Report.
8. Mayor's Report.
9. Public Discussion. (15 minutes)
10. 2-19-70 Resolution to Approve Emergency Temporary Appropriations.
MOTION adopt/reject. **ROLL CALL VOTE**
11. Clerk reports advertising Boards, Committees and Commissions Ordinance Amendment, for consideration of passage on final reading by title.
 - a. **MOTION** to take up ordinance on final reading by title.
 - b. Public Hearing.
 - c. 2-19-71 Resolution to adopt/reject and advertise ordinance on final reading by title.
MOTION adopt/reject **ROLL CALL VOTE**

12. Clerk reports introduction of Tax Collector Ordinance for consideration of passage on first reading by title.
a. **MOTION** to adopt/reject and advertise ordinance on first reading by title.
(Resolution No. 2-19-72) **ROLL CALL VOTE**

CONSENT AGENDA - **MOTION** to adopt the following starred (*) items:

ROLL CALL VOTE

13. *2-19-73 Resolution to Award 2019/2020 Annual Maintenance Contract for Tree Pruning, Tree Removal, Stumps Removal and/or Root Grinding.
14. *2-19-74 Resolution to Reject 2019/2020 Bid for Labor and Equipment for Water Main and/or Sanitary Sewer Repairs and Authorize Re-Bid
15. *2-19-75 Resolution to Reject Landfill Concrete Debris Removal Bid and Authorize Re-Bid.
16. *2-19-76 Resolution to Authorize Execution of Agreement for Fireworks Display.
17. *2-19-77 Resolution Authorizing Execution of PSE&G Direct Install Program Agreements for Energy Upgrades.
18. *2-19-78 Resolution Requesting Approval of 2019-2020 CDBG Allocation.
19. *2-19-79 Resolution to Refund Duplicate Tax Payment.
20. *2-19-80 Resolution to Approve Service Contract with Integrated Systems & Services, Inc. for Video Camera/Swipe Card System.
21. *2-19-81 Resolution to Approve Purchase of Computer Equipment for the Highland Park Police Department.
22. *2-19-82 Resolution to Approve 2019 Tree Planting Project
23. *2-19-83 Resolution to Approve Budget Transfers.
24. *2-19-84 Resolution to Approve Bills List.
MOTION adopt/reject **ROLL CALL VOTE**
25. Open items.
a.
26. Public Discussion.
27. 2-19-85 Executive Session: Litigation: JSM at Highland Park v. Borough of Highland Park update
MOTION adopt/reject. **ROLL CALL VOTE**
28. **MOTION** to adjourn to Conference Meeting.

BOROUGH OF HIGHLAND PARK
NO. 2-19-70

RESOLUTION: Finance Committee

WHEREAS, a need has arisen to provide adequate funds for certain budget items pending adoption of the Local Municipal Budget for 2019 and NJSA 40A:4-20 provides for the making of emergency appropriations in such cases; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2019 pursuant to the provisions of NJSA 40A:4-20 (Chapter 96, PL 1951), as amended, including this resolution, total \$6,035,266.00; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Highland Park (not less than two-thirds of all members thereof affirmatively concurring) that in accordance with NJSA 40A:4-20;

1. An emergency temporary appropriation be and the same is hereby made for the budgetary appropriations herein:

2019 TEMPORARY OPERATING BUDGET

DESCRIPTION	ACCOUNT NUMBER	2019 TEMPORARY BUDGET #2
BOROUGH ADMINISTRATION		
Salaries & Wages	20-100-1	49,609.00
Other Expenses	20-100-2	6,234.00
MAYOR & COUNCIL		
Salaries & Wages	20-110-1	8,672.00
Other Expenses	20-110-2	2,494.00
MUNICIPAL CLERK		
Salaries & Wages	20-120-1	41,330.00
Other Expenses	20-120-2	6,923.00
FINANCIAL ADMINISTRATION		
Salaries & Wages	20-130-1	15,300.00
Other Expenses	20-130-2	33,311.00
ANNUAL AUDIT		
Other Expenses	20-135-2	-
TAX COLLECTION		
Salaries & Wages	20-145-1	21,535.00
Other Expenses	20-145-2	3,885.00
TAX ASSESSMENT		
Salaries & Wages	20-150-1	15,853.00
Other Expenses	20-150-2	3,078.00
LEGAL SERVICES		
Other Expenses	20-155-2	91,875.00
ENGINEERING & PLANNING		
Other Expenses	20-165-2	5,775.00
COMMUNITY & ECONOMIC DEVELOPMENT		
Salaries & Wages		1,838.00
Other Expenses	20-170-2	28,088.00
INFORMATION TECHNOLOGY		
Other Expenses	20-140-2	28,744.00
CENTRAL SERVICES		
Other Expenses	20-316-2	21,656.00
PLANNING BOARD		
Salaries & Wages		1,838.00

Other Expenses	21-180-2	8,701.00
ZONING BOARD OF ADJUSTMENT		
Salaries & Wages	21-185-1	5,330.00
Other Expenses	21-185-2	3,977.00
HUMAN RIGHTS COMMISSION		
Other Expenses	21-195-2	1,000.00
GENERAL LIABILITY/WORKERS COMPENSATION		
Other Expenses	23-211-2	202,240.00
EMPLOYEE GROUP HEALTH		
Other Expenses	23-220-2	433,500.00
POLICE		
Salaries & Wages	25-240-1	900,478.00
Other Expenses	25-240-2	46,213.00
POLICE DISPATCH/911		
Salaries & Wages	25-250-1	62,704.00
Other Expenses	25-250-2	656.00
OFFICE OF EMERGENCY MANAGEMENT		
Other Expenses	25-252-2	919.00
FIRST AID CONTRIBUTION		
Other Expenses	25-260-2	-
FIRE		
Salaries & Wages	25-265-1	57,166.00
Other Expenses	25-265-2	18,769.00
LOSAP		
Other Expenses	25-265-2	4,331.00
MUNICIPAL PROSECUTOR		
Other Expenses	25-275-2	9,188.00
STREETS & ROADS		
Salaries & Wages	26-290-1	289,413.00
Other Expenses	26-290-2	31,946.00
APARTMENT COLLECTION		
Other Expenses	26-305-2	56,175.00
PUBLIC BUILDINGS & GROUNDS		
Salaries & Wages	26-310-1	11,581.00
Other Expenses	26-310-2	46,988.00
MOTOR POOL		
Salaries & Wages	26-315-1	19,743.00
Other Expenses	26-315-2	39,113.00
BOARD OF HEALTH		
Other Expenses	27-330-2	250.00
ENVIRONMENTAL COMMISSION		
Other Expenses	27-335-2	250.00
COMMISSION ON IMMIGRANT & REFUGEE AFFAIRS		
Other Expenses	27-336-2	250.00

SAFE WALKING & CYCLING COMMITTEE		
Other Expenses	27-337-2	250.00
SUSTAINABLE HIGHLAND PARK		
Other Expenses	27-338-2	800.00
HISTORICAL COMMISSION		
Other Expenses	27-339-2	250.00
COMMUNITY SERVICES - RECREATION		
Salaries & Wages	28-370-1	15,127.00
Other Expenses	28-370-2	3,938.00
COMMUNITY SERVICES - AGING		
Salaries & Wages	28-371-1	55,587.00
Other Expenses	28-371-2	6,786.00
ARTS COMMISSION		
Other Expenses	28-374-2	250.00
SHADE TREE ADVISORY COMMITTEE		
Other Expenses	28-375-2	250.00
TEEN CENTER		
Salaries & Wages	28-373-1	17,750.00
Other Expenses	28-373-2	
ELECTRICITY		
Other Expenses	31-430-2	40,000.00
STREET LIGHTING		
Other Expenses	31-435-2	62,000.00
TELEPHONE		
Other Expenses	31-440-2	16,984.00
FUEL OIL/GASOLINE/NATURAL GAS		
Other Expenses	31-460-2	29,271.00
SANITARY LANFILL		
Other Expenses	32-465-2	69,563.00
Salaries & Wages	22-195-1	84,853.00
Other Expenses	22-195-2	4,014.00
CABLE TELEVISION		
Other Expenses	30-411-2	1,706.00
ACCUMULATED SICK LEAVE		
Salaries & Wages	30-415-1	16,275.00
COMMUNICATIONS		
Salaries & Wages	20-105-1	25,076.00
Other Expenses	20-105-2	9,883.00
MUNICIPAL COURT		
Salaries & Wages	43-490-1	55,259.00
Other Expenses	43-490-2	3,084.00
PUBLIC DEFENDER		
Other Expenses	43-495-2	1,575.00
Salaries & Wages	29-390-1	174,166.00
Other Expenses	29-390-2	90,643.00

COUNTY HEALTH SERVICES		
Other Expenses	42-401-2	11,665.00
M.C.I.A. RECYCLING		
Other Expenses	42-402-2	2,363.00
ANIMAL CONTROL SERVICES		
Other Expenses	27-340-2	3,938.00
PUBLIC AND PRIVATE PROGRAMS		
NJDEP Radon Awareness	41-707-2	2,000.00
Fire Victims Donations	41-735-2	10,015.00
Community Development Block Grant	41-708-G	58,567.00
STATUTORY EXPENDITURES		
SOCIAL SECURITY SYSTEM		
Other Expenses	36-472-2	86,121.00
UNEMPLOYMENT COMPENSATION INSURANCE		
Other Expenses	23-225	1,313.00
PUBLIC EMPLOYEES RETIREMENT SYSTEM		
Other Expenses	36-471-2	-
POLICE AND FIREMAN'S RETIREMENT SYSTEM		
Other Expenses	36-475-2	-
	SUBTOTAL	3,600,241.00
DEBT SERVICE		
BOND PRINCIPAL		
Other Expenses	45-920-2	625,000.00
INTEREST ON BONDS		
Other Expenses	45-930-2	242,369.00
M.C.I.A. LEASE/LOAN		
Other Expenses	45-950-2	79,500.00
DBIZ LOAN		
Other Expenses	45-925-2	-
	SUBTOTAL	946,869.00

GRAND TOTAL	4,547,110.00
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2019 TEMPORARY WATER AND SEWER BUDGET

DESCRIPTION	2019 TEMP
OPERATING	
Salaries & Wages	63,140.00
Other Expenses	630,933.00
Middlesex County Utilities Authority	330,750.00
STATUTORY EXPENDITURES	
Public Employee Retirement System	-
Social Security System	5,000.00
DEFERRED CHARGES	
Overexpenditure Budget Appropriation	-
SUBTOTAL	2022,123.00

		1,029,823.00
DEBT SERVICE		
Payment of Bond Principal		460,000.00
Interest on Bonds		67,450.00

SUBTOTAL	527,450.00
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GRAND TOTAL	1,557,273.00
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2. Said emergency temporary appropriations will be provided for in the 2019 budget under the various captions listed herein.

3. A certified copy of this Resolution will be filed with the Director of the Division of Local Government Services.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
No. 2-19-71

RESOLUTION: Council as a Whole

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Ordinance entitled, AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX COUNTY, CHAPTER 9 OF THE "CODE OF THE BOROUGH OF HIGHLAND PARKI, 2010" BOARDS, COMMITTEES AND COMMISSIONS, passed on final reading at this meeting be delivered to the Mayor for her approval, and if approved by her, that the same be recorded in full by the Borough Clerk in a proper book kept for that purpose, and be advertised by publishing the same by title in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published in this municipality, in the manner prescribed by law.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
ORDINANCE NO. 19-1981

**AN ORDINANCE OF THE BOROUGH OF HIGHLAND PARK IN MIDDLESEX
COUNTY CHAPTER 9 OF THE "CODE OF THE BOROUGH OF HIGHLAND
PARK, 2010" BOARDS, COMMITTEES AND COMMISSIONS**

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

SECTION I. Chapter 9, "Boards, Committees and Commissions", Article XIII, Digital Data Government Task Force, is hereby deleted in its entirety;

SECTION II. Chapter 9, "Boards, Committees and Commissions", Article XXI, Shared Services Commission, is hereby deleted in its entirety;

SECTION III. Chapter 9, "Boards, Committees and Commissions", Article XXIV, Bias-Free Commission is hereby amended to be called "Highland Park Equity Commission"

SECTION IV. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of the Ordinance and to this end the provisions of this Ordinance are declared to be severable.

SECTION V. This Ordinance shall take effect immediately upon final passage and publication in accordance with law.

Introduced and passed on first
reading: February 5, 2019

ADOPTED: February 19, 2019
ATTEST:

APPROVED: February 19, 2019

Joan Hullings, Borough Clerk

Gayle Brill Mittler, Mayor

BOROUGH OF HIGHLAND PARK
NO. 2-19-72

RESOLUTION: Council as a Whole

WHEREAS, an Ordinance entitled, AN ORDINANCE AUTHORIZING THE SHARING OF A MUNICIPAL TAX COLLECTOR WITH THE TOWNSHIP OF PISCATAWAY, has been introduced and duly passed on first reading;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that this Council meet at the Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, on Tuesday, March 5, 2019 at 7:00 PM, for the purpose of considering said Ordinance on final passage after public hearing thereon.

BE IT FURTHER RESOLVED that said a Notice of Pending Ordinance and Summary of said Ordinance be published once at least one (1) week prior to the time fixed for further consideration of said Ordinance for final passage in the "Home News Tribune", of East Brunswick, New Jersey, a newspaper published in the County of Middlesex and circulating in this municipality, there being no newspaper published daily in this municipality, together with a notice of the introduction thereof and of the time and place when and where said Ordinance will be further considered for final passage as aforesaid.

BE IT FURTHER RESOLVED that a copy of said Ordinance shall be posted on the bulletin board at Borough Hall, 221 South Fifth Avenue, Highland Park, New Jersey, forthwith and that the Borough Clerk have available in her office for the members of the general public of Highland Park copies of said Ordinance for those members of the general public who may request the same.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

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

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE SHARING OF A MUNICIPAL TAX COLLECTOR WITH THE TOWNSHIP OF PISCATAWAY

Counsel as a Whole:

WHEREAS, the Borough of Highland Park's Tax Collector recently resigned; and

WHEREAS, *N.J.S.A.* 40A:9-141 authorizes a municipality to fulfill its statutory obligation for the appointment of a Tax Collector by sharing a municipal Tax Collector with another municipality; and

WHEREAS, *N.J.S.A.* 40A:65-1 *et seq.* the New Jersey Uniform Shared Services and Consolidation Act encourages municipalities to enter into Shared Services Agreements as a technique to reduce local expenses funded by property taxpayers; and

WHEREAS, the Township of Piscataway has agreed to enter into a Shared Services Agreement to provide to the Borough on a part-time basis Tax Collector Services.

NOW, THEREFORE, BE IT ORDAINED, pursuant to *N.J.S.A.* 40A:9-141, that the Piscataway Township Tax Collector, Kathleen W. Silber, or her designee, be and the same is hereby appointed as the Borough of Highland Park Tax Collector.

2. A certified true copy of this Ordinance upon its adoption shall be furnished to the New Jersey Department of Community Affairs and to the Township of Piscataway.

Introduced and passed on first reading by title: February 19, 2019

ADOPTED: _____, 2019

ATTEST:

APPROVED: _____, 2019

Joan Hullings

Gayle Brill Mittler,

BOROUGH CLERK

MAYOR

RECORD OF COUNCIL VOTES

Council Member		Ayes	Nays	Abstain	Absent
Fine					
Foster-Dublin					
George					
Hale					
Kim-Chohan					
Welkovits					

DRAFT

BOROUGH OF HIGHLAND PARK
NO. 2-19-73

RESOLUTION TO AWARD 2019-2020 ANNUAL TREE MAINTENANCE CONTRACT

RESOLUTION: Public Works & Public Utilities Committee

WHEREAS, advertisement was made for receipt of bids on January 31, 2019, for the 2019-2020 Annual Maintenance Contract for Tree Pruning, Tree Removal, Stumps Removal and/or Root Grinding; and

WHEREAS, two (2) bids were received as follows:

1. Moosewood Tree Service: \$94,500.00
2. Rich Tree Service, Inc.: \$91,500.00

WHEREAS, following the receipt of the above-referenced bids, said bids were reviewed by the Borough Attorney's office to ensure compliance with the terms and conditions of the Notice to Bidders and other bid documents; and

WHEREAS, as a result of the review, it has been recommended by the Borough staff that the bid be awarded to the lowest responsible bidder, Rich Tree Service, Inc. in the amount of \$91,500.00; and

WHEREAS, funds for said contract shall be made available in Account No. 9-01-26-290-237 in an amount not to exceed \$45,750.00, pending the adoption of the 2019 Municipal Budget, as reflected by the certification of funds of by the Finance Department, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Mayor and Borough Clerk are authorized and directed to execute and attest a contract on behalf of the Borough with Rich Tree Service, Inc. 325 Bergen Street, South Plainfield, NJ 07080, in an amount not to exceed \$91,500.00 without further resolution of Council for pruning, tree and stump removal as described above, said contract to cover period beginning January 1, 2019 and ending December 31, 2020. Said contract shall be in accordance with the specifications and bid documents and in a form approved by the Borough Attorney.

ADOPTED: February 19, 2019

ATTEST:


Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

VERIFIED AND ENCUMBERED AS TO:
AVAILABILITY OF FUNDS \$45,750
ACCOUNT NO. 9-01-26-290-237
P.O. NO. _____
BY: 
FINANCE DIRECTOR

BOROUGH OF HIGHLAND PARK
No. 2-19-74

**RESOLUTION TO REJECT BIDS RECEIVED FOR THE LABOR & EQUIPMENT
FOR WATER MAIN AND/OR SANITARY SEWER REPAIRS
FOR 2019 AND 2020**

RESOLUTION: Council as a Whole

WHEREAS, after proper notice and advertisement pursuant to the provisions of the New Jersey Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, four (4) bids were received for the Labor and Equipment for Water Main and/or Sanitary Sewer Repairs for 2019 and 2020 (“Contract”) on or about January 31, 2019; and

WHEREAS, following the receipt of the above-referenced bids, the Department of Public Works, in consultation with the Borough Attorney’s office, has recommended that certain substantial revisions and clarifications be made to the technical specifications and other requirements of the Contract for purposes of ensuring that the Borough’s needs and expectations for the work and its quantity and cost are effectively communicated to potential bidders and described in the Contract with the successful bidder; and

WHEREAS, the Borough is authorized, under *N.J.S.A. 40A:11-13.2* to reject all bids for certain enumerated reasons, including but not limited to under d., when the Borough wants to substantially revise the specifications for the goods and services; and

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

1. The four (4) bids received on January 31, 2019 for the Labor and Equipment for Water Main and/or Sanitary Sewer Repairs for 2019 and 2020 (“Contract”) are hereby rejected pursuant to *N.J.S.A. 40A:11-13.2d.* for the reasons more fully set forth above in the “Whereas” clauses.

2. Borough staff, including the Administrator, Clerk and members of the Department Public Works, and the Borough Attorney are hereby authorized and directed to take all necessary action to make the necessary revisions to the bidding documents and specifications for the Contract and to readvertise same.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, County of Middlesex, New Jersey, do hereby certify the above to be a true copy of a Resolution adopted by the Borough Council of said Borough at its meeting on the 19th day of February 2017.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 2-19-75

RESOLUTION: Public Safety Committee

WHEREAS, advertisement was made for receipt of bids on February 7, 2019 for a Landfill Concrete Debris Removal; and

WHEREAS, one bid was received as follows:

<u>BIDDER</u>	<u>AMOUNT</u>
Nature's Choice Corp.	\$194,500.00

and

WHEREAS, the Borough chooses to reject the bid due to the amount being substantially over budget;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the bid received for the above described Landfill Concrete Debris Removal on February 7, 2019 shall be and hereby is rejected.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the above referenced bidder together with the return of bid security provided with bid.

BE IT FURTHER RESEOLVED that the Borough Clerk shall be and is hereby directed to readvertise for receipt of bids for a Landfill Concrete Debris Removal, on a date and time to be determined by the Borough Clerk.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 2-19-76

RESOLUTION TO AUTHORIZE EXECUTION OF
AGREEMENT FOR FIREWORKS DISPLAY

RESOLUTION: Public Safety Committee

BE IT RESOLVED by the Borough Council of Highland Park of the Borough of Highland Park that the Mayor is hereby authorized and directed to sign the contract agreement with Garden State Fireworks for the Fireworks Display to be held on Wednesday, July 3, 2019 with a rain date of Sunday, July 7, 2019.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Council of said Borough on the 19th day of February 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

THIS AGREEMENT is made on this 17th day of February, 2019, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; and Borough of Highland Park herein after known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follows

1. The Party of the First Part agrees to furnish to the Party of the Second Part at Donaldson Park On the 3rd day of July, 2019 in a location to be designated by the Party of the Second Part and approved by the Party of the First Part an exhibition of fireworks.
2. The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
3. The Party of the First Part and The Party of the Second Part agree to a postponement date of the 7th day of July, 2019. At an additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within the period terminating NINETY days after the original scheduled date of the display; thereafter the display will be considered to be canceled. In the event of cancellation, the Party of the Second Part agrees to an additional payment of FIFTY PERCENT, to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
4. The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of FIVE MILLION DOLLARS for liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part from all claims, legal fees incurred from the operations of the Party of the First Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
5. The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
6. The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
7. The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC., as the primary contractor for the said display.
8. Upon signing of this document a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Part.
9. Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope either before or immediately following the discharging of the display.
- 10.. Total contract amount \$11,000.00 (Excluding Fire Permit Fees) United States Dollars.

WITNESS:

Frances Daine

GARDEN STATE FIREWORKS, INC.

BY

August Santore

WITNESS:

BOROUGH OF HIGHLAND PARK

BY

BOROUGH OF HIGHLAND PARK
NO. 2-19-77

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR DIRECT INSTALL
PROGRAM WITH PSE&G.

RESOLUTION: Finance Committee

WHEREAS, the Borough of Highland Park desires to enter into an installation and repayment agreement with PSE&G through their Direct Install Program for Energy Upgrades to Borough Hall, Police Department, Public Works Department, Fire Department and Community Center; and

WHEREAS, PSE&G is offering an energy conservation program to customers in its electric and/or gas service territory that are government or non-profit entities located in Urban Enterprise Zones; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the agreement for aforesaid services, attached to the original of this resolution, is hereby approved.

BE IT FURTHER RESOLVED that certified copies of this resolution be forwarded to the Borough Administrator, and PSE&G Direct Install Program.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				



**PSE&G Direct Install Program for
Government and Non-Profit Facilities
and Small Businesses located in UEZs**

INSTALLATION AND REPAYMENT AGREEMENT

Contact Name: Teri Jover

Date: 1/23/2019

Facility Name: Highland Park - Borough Hall

Facility Address: 221 S 5TH AVE

Town, State, and Zip Code: HIGHLAND PARK, NJ 08904-2608

Phone: 732-819-3789 Phone # 2: | |

PSE&G Account #: 6936890504

DSMC ID: PS1219

Audit Date: 1/10/2019 Auditing Firm: WILLDAN Auditor: Robert Vidaurre / David Torres

Facility Sq. Footage: | |

This Installation and Repayment Agreement ("Agreement") is entered into as of January 28, 2019, by and between Public Service Electric and Gas Company (the "Company" or "PSE&G") and Highland Park - Borough Hall (the "Customer") and if the Facility is not owned by Customer, the Owner identified below, each individually referred to as a "Party" and collectively referred to as the "Parties."

PSE&G is offering an energy conservation program (the "Program") to customers in its electric and/or gas service territory ("Customer"), that are government or non-profit entities or small businesses located in Urban Enterprise Zones (UEZs) with annual peak demands equal to or less than 200 kW. Customer is the Company's customer of record, *i.e.*, the PSE&G electric and/or gas account holder. Under the Program, Company is arranging the installation of certain energy conservation measures ("ECMs") at eligible facilities.

Customer agrees (a) to have Company or its designee install the ECMs and (b) to pay a portion of the installation cost as described in Paragraph 6 below. The following Terms and Conditions govern the Program and the installation of the ECMs.

1. **ECMs to be Installed**

Company (or its designated contractor) will install at Customer's Facility the ECMs described in Paragraph 6 below. Company shall permanently disable all lamps replaced pursuant to this Agreement (make them unfit for reuse). Company shall dispose of all materials including fluorescent ballasts and lamps, old fixtures and HVAC/refrigeration equipment.

The Program will fund certain capital expenditures meeting the Program requirements but not costs associated with abatement and remediation of any hazardous materials not directly associated with the installation of ECMs (including, but not limited to, asbestos, lead paint, decommissioned oil tank removal, mold, etc.).

2. Installation Date

Company will use commercially reasonable efforts to install the ECMs within thirty (30) days of Customer signing this Agreement.

3. Warranty and Disclaimers

- (a) Company will provide a one-time replacement free of charge for any equipment that fails to operate according to manufacturer's specifications for a period of one (1) year after the date of the original installation.
- (b) Customer may have other warranty rights that may have been provided by the manufacturer of the devices installed under this Agreement. Customer may exercise such rights only against the manufacturer and not against Company or its affiliates. Company shall use commercially reasonable effort to assist Customer's efforts to enforce the manufacturer warranties.
- (c) OTHER THAN THE REPLACEMENT WARRANTY STATED IN SUBPARAGRAPH 3(a) ABOVE, NEITHER COMPANY NOR ITS AFFILIATES MAKES ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (d) COMPANY DOES NOT GUARANTEE THAT THE ECMS WILL, IN FACT, SAVE ANY LEVEL OF ENERGY OR RESULT IN A LOWERING OF CUSTOMER'S ENERGY BILLS. The information provided in the Energy Efficiency Upgrade Proposal attached hereto (the "Proposal") is for informational purposes only and Customer's actual energy savings may vary based on numerous determining factors including but not limited to weather, changes to Customer utility rates, or Facility use and operating hours.

4. Access to Property

- (a) Customer grants PSE&G and its contractor(s) reasonable access to the Facility during normal business hours to perform the installation work at such date and time as the Parties shall mutually agree. If Customer's Facility requires work to be performed during off-business hours, arrangements may be made for off-hours installation. In all instances, Customer will be responsible for costs arising from failure to grant access as arranged. These costs will not be included with the ECMs installation costs, savings analysis, or Customer contribution.
- (b) Customer will allow Company to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance notice and at a time convenient to Customer. The purpose of the follow-up visits is to provide Company with an opportunity to review the operation of the ECMs for program education purposes. During the follow-up visits, Company may make recommendations to Customer regarding operation of the ECMs, however Customer is under no obligation to follow any such recommendations. If Customer implements such recommendations, Company will not be liable to Customer in tort (including negligence) for Customer's reliance on the recommendations.

5. Discretion of Company

EE 2017 Installation/Repayment Agreement
v. 1.0 10/17/17

PS1219 Highland Park Borough Hall

Company (at its sole discretion) may choose not to make the installations specified below for reasons including, but not limited to, issues related to safety, discovery of unforeseen conditions or the complete utilization of Company's program budget.

6. Equipment and Customer Contribution

(a) Company or its designee will install the equipment listed in the Proposal. The estimated cost of the installation including the estimated cost of Customer's contribution (equal to 30% of the Total Project Cost) is set forth below. Customer will pay Customer's cost contribution either in one lump sum or over a period of thirty six (36) months, interest free, through an additional charge on the PSE&G utility bill. **If Customer chooses to pay Customer's cost contribution over a period of thirty six (36) months and Customer occupies the Facility under a lease agreement, should Customer then terminate the lease agreement or vacate the Facility prior to making the final Program payment, in addition to all other remedies available to Company, Company may declare all of the unpaid balance immediately due and payable, and Customer shall immediately pay all of the unpaid amount to Company.**

The Total Project Cost is \$43,343.11

Customer opts to pay its cost contribution via its PSE&G bill in (check one):

One lump sum payment of \$13,002.93 OR Thirty six (36) monthly payments of \$361.19

(b) Customer acknowledges and agrees that the Total Project Cost may change as a result of the actual Project installation.

- If the Project costs increase by more than ten percent (10%) or by more than \$3,500 over the Total Project Cost, a Change Order and Amendment will be required to be executed by Customer and PSE&G. Project costs will be trued-up upon completion of the Project and a Customer Job Completion Certification with the final Total Project Cost will be executed by Customer and PSE&G.
- If the Project costs decrease by more than ten percent (10%) or by more than \$3,500 from the Total Project Cost, a Customer Job Completion Certification will be required to be executed by Customer and PSE&G.
- If the Project costs change by not more than +/- ten percent (10%) and by +/- \$3,500 as compared to the Total Project Cost, a Change Order and Amendment shall not be required, however, Project costs will be trued-up upon completion of the Project and a Customer Job Completion Certification with final Total Project Cost will be executed by Customer.

7. Incentives

Customer represents and warrants to PSE&G that Customer has not received or applied for incentives or services for the same ECMs from another utility, state, or local program.

8. INDEPENDENT COUNSEL

CUSTOMER HAS OBTAINED, TO THE EXTENT IT HAS DEEMED NECESSARY OR PRUDENT, LEGAL COUNSEL TO ADVISE IT ON THIS AGREEMENT.

9. Demand Reductions

PSE&G may participate in the PJM Capacity Market* through the demand reductions achieved by the ECMs installed as part of this Program. Customer acknowledges and agrees that, for purposes of participating in the PJM Capacity Market, PSE&G shall own the rights to all such demand reductions without cost or obligation to Customer. PSE&G's ownership of the Project's demand reductions does not affect Customer's ownership of the ECMs nor the energy savings derived from the BCMs.

*PJM Capacity Market. PJM Interconnection is the regional transmission operator that coordinates the movement of wholesale electricity in all or parts of 13 states including New Jersey. PJM operates a competitive wholesale electricity market and manages the high-voltage electricity grid to ensure reliability for more than 61 million people. PJM holds regular capacity auctions to ensure there is sufficient generating capacity available to meet customer needs. Load reductions from ECMs are allowed to participate in these auctions as 'negative' generation.

As required by PJM, PSE&G reserves the right to perform measurement and verification ("M&V") at all participating facilities. PSE&G M&V activities at the Facility may, in PSE&G's sole discretion, include but not be limited to, meter installation, calibration and maintenance of M&V equipment, data gathering and screening, verification of M&V reports and the use of customer energy and cost savings, and billing information. PSE&G will notify Customer if an ECM installed at the Facility requires M&V, will inform Customer of the PSE&G M&V activities, and will work with Customer to minimize any adverse effects on Customer's normal operations. PSE&G, or its subcontractor, may audit the Facility to verify the operation of all installed ECMs for up to four (4) years following installation to ensure compliance with PJM Capacity Market rules and regulations. Customer shall cooperate with and support PSE&G's ownership of the demand reductions as set forth in this Paragraph 9.

10. Governing Law; Waive Jury Trial

Customer agrees (A) that the laws of the State of New Jersey shall govern this Agreement and any dispute arising hereunder shall be litigated in a Federal or State Court located in the State of New Jersey, and (B) TO WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW THE RIGHT TO A TRIAL BY JURY.

11. Severability

In the event any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.

12. No Partnership

This Agreement is neither intended to create, nor shall it be construed as creating, a joint venture, partnership or other form of business association between the Parties, or an agreement to enter into any business relationship.

13. Entire Agreement; Counterparts

This Agreement constitutes the full, complete and only agreement between the Parties hereto and supersedes any previous agreements, representations or undertakings, either oral or written, with respect to the subject matter hereof. This Agreement may be executed and delivered by the Parties in separate counterparts by original, facsimile or in PDF format, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

14. Amendments

This Agreement shall not be amended, modified or otherwise altered, except pursuant to a written agreement signed by the Parties.

15. Limitation of Liability; Limitation of Actions

In no event will PSE&G or its contractors be liable for any losses, damages, cost or expenses however caused, arising from this Agreement. PSE&G's total liability to Customer for all actions, claims, or suits of any kind, whether based upon warranty, contract, tort (including negligence and strict liability) or otherwise, for any losses, damages, costs or expenses of any kind whatsoever arising out of, resulting from, or related to the performance or breach of this Agreement shall, under no circumstances, exceed the cost of Customer's contribution to the cost of the ECMs. PSE&G shall not, under any circumstances, be liable for any special, indirect, incidental, punitive or consequential losses, damages, costs, or expenses whatsoever (including for lost profits, time or revenue) for anything arising out of the performance or nonperformance of this Agreement, whether claims for said losses or damages are premised on warranty, negligence, strict liability, contract or otherwise. Any action against PSE&G arising out of, resulting from, or related to the performance or breach of this Agreement shall be filed no later than one (1) year after the cause of action has occurred. The provisions of this Paragraph 15 shall survive termination or expiration of this Agreement.

16. Indemnity

CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS FOR ALL NEGLIGENT OR INTENTIONAL ACTS OF THIRD PARTIES. THE PROVISIONS OF THIS PARAGRAPH PROVIDING FOR CUSTOMER'S DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY SHALL ALSO APPLY TO AND PROTECT COMPANY'S OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SHAREHOLDERS, SUCCESSORS, AND ASSIGNS. CUSTOMER'S OBLIGATION TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SHALL UNDER THE PROVISIONS OF THIS PARAGRAPH EXCLUDE ONLY AND TO THE EXTENT THAT SUCH INSTANCES ARE DUE TO COMPANY'S INTENTIONAL AND DELIBERATE MISCONDUCT OR WHERE THE PERSONAL INJURY, DEATH, OCCUPATIONAL DISEASE OR LOSS OR DAMAGE TO REAL OR PERSONAL PROPERTY WAS DUE TO COMPANY'S SOLE NEGLIGENCE.

17. Confidentiality

PSE&G shall consider all information furnished by Customer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without Customer's prior written consent. Customer shall consider all information furnished by PSE&G to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the Program, without PSE&G's prior written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection. Customer expressly understands and agrees that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address,

identify the ECMs implemented by each Program participant and the energy and cost savings estimates for each Project.

18. Sale or Transfer of Property

If Customer chooses to pay Customer's cost contribution over a period of thirty six (36) months and then, as applicable, Customer sells its ownership interest in the Facility, terminates its lease agreement or otherwise vacates the Facility prior to making the final Program payment, then in addition to all other remedies available to Company, Company may declare all of the unpaid balance immediately due and payable, and Customer shall immediately pay all of the unpaid amount to Company. Alternatively, PSE&G may allow Customer to transfer the outstanding balance of Customer's cost contribution to a different billing account.

In the event of (i) a sale or transfer of all or part of the Facility and/or Customer's ownership interest therein, (ii) a lease termination or Customer vacates the Facility, (iii) bankruptcy, insolvency or liquidation of Customer or (iv) forced shut down of Customer's operations and/or the Facility, PSE&G's rights to capture and monitor energy savings shall survive.

Customer must provide PSE&G with ninety (90) days advance written notice of a change of ownership, change of billing account information, or a "customer of record" modification made to the billing account, at the following address:

PSE&G
Attention: Hardley Dupont
80 Park Plaza, M/C T8
Newark, NJ 07102

19. Timing

Customer shall have thirty (30) days from receipt of this Agreement in which to review, execute and return the Agreement to PSE&G for countersignature. Failure of Customer to return the executed Agreement may result in Customer's Project being moved to the end of PSE&G's review queue and, as a result of the number of Program applicants and limited Program funding available, Customer may lose funding for its Project.

(signatures follow)

Authorized Signatures:

Customer Name _____
 Customer Signature _____
 Customer Signatory Name (Print) | _____
 Customer Signatory Title | _____
 Signature Date | _____

PSE&G Signature _____
 PSE&G Signatory Name (Print) | _____
 PSE&G Signatory Title | _____
 Signature Date | _____

Owner Signature Required YES NO

The undersigned hereby authorizes the installation of the ECMs as described in the Energy Efficiency Upgrade Proposal and grants Company or its designee reasonable access to the Facility for the performance thereof.

Owner Name _____
 Owner Signature _____
 Owner Signatory Name (Print) | _____
 Owner Signatory Title | _____
 Signature Date | _____

DRAFT

Authorized Signatures:

Customer Name _____
 Customer Signature _____
 Customer Signatory Name (Print) | _____
 Customer Signatory Title | _____
 Signature Date | _____

PSE&G Signature _____
 PSE&G Signatory Name (Print) | _____
 PSE&G Signatory Title | _____
 Signature Date | _____

Owner Signature Required YES NO

The undersigned hereby authorizes the installation of the ECMs as described in the Energy Efficiency Upgrade Proposal and grants Company or its designee reasonable access to the Facility for the performance thereof.

Owner Name _____
 Owner Signature _____
 Owner Signatory Name (Print) | _____
 Owner Signatory Title | _____
 Signature Date | _____

DRAFT

Energy Efficiency Upgrade Proposal

(see attached)

DRAFT

BOROUGH OF HIGHLAND PARK
No. 2-19-78

RESOLUTION TO REQUEST APPROVAL FOR 2019-2020 CDBG FUND ALLOCATION

RESOLUTION: Finance Committee

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 2017-2018 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.

Main Street Highland Park – Façade Improvement Program	\$10,000.00
Dept. of Recreation & Arts: Senior Transportation	\$15,500.00
Dept. of Recreation & Arts: Senior Outreach Program	\$13,000.00
Dept. of Recreation & Arts: Summer Camp Program	\$14,500.00
Dept. of Recreation & Arts: Teen Youth Programming/Outreach	\$22,500.00
Food Pantry	\$ 3,000.00
<u>TOTAL</u>	<u>\$78,500.00</u>

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 2-19-79

RESOLUTION TO AUTHORIZE REFUND OF TAX OVERPAYMENT

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Finance Director be and is hereby authorized and directed to remit to the following the amount set opposite, the same being the amount of overpayment of 2019 1st quarter taxes for the properties indicated:

<u>BLOCK</u>	<u>LOT</u>	<u>REMITTEE</u>	<u>AMOUNT TO BE REMITTED</u>
51	15	Black River Title & Settlement LLC 6 Canterbury Lane Hackettstown, NJ 07840 (102 South 8 th Avenue)	\$1,870.06

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Finance Department and Tax Collector forthwith.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 2-19-80

RESOLUTION: Finance Committee

WHEREAS, the Borough has contracted with Integrated Systems and Services, Eatontown, NJ, for warranty/service for the Police Department video camera/swipe card system; and

WHEREAS, said contract has expired; and

WHEREAS, the Borough desires to renew said agreement for the period January 1, 2019 through December 31, 2019; and

WHEREAS, such insurance coverage and support services have been determined to be "Extraordinary Unspecified Services", as defined in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and may be negotiated and/or awarded without public advertising for bids and bidding; and

WHEREAS, funds shall be available for this purpose in Account No. 9-01-25-240-235 in the 2019 Municipal Budget upon adoption in the amount of \$8,580.00, as reflected by the certification of funds by the Finance Director, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Borough Council of the Borough of Highland Park that the Borough Administrator is hereby authorized and directed to execute on behalf of the Borough an Agreement for warranty/service with Integrated Systems and Services, 541 Industrial Way, Suite B, Eatontown, NJ 07724 at a cost of \$8,580.00 for the period January 1, 2019 through December 31, 2019, said agreement to be in a form approved by the Borough Attorney and that notice of this contract be published as required by law and that a copy of executed Agreement be placed on file in the office of the Borough Clerk.

ADOPTED: February 19, 2019

ATTEST:


Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

VERIFIED AND ENCUMBERED AS TO:
AVAILABILITY OF FUNDS \$8580
ACCOUNT NO. 9-01-25-240-235
P.O. NO. _____
BY: 
FINANCE DIRECTOR

BOROUGH OF HIGHLAND PARK
No. 2-19-81

RESOLUTION TO APPROVE PURCHASE OF COMPUTER EQUIPMENT

RESOLUTION: Public Safety Committee

WHEREAS, the Highland Park Police Department has a need to purchase computer equipment for their Police vehicles; and

WHEREAS, quotes for said purchase were requested and only one quote was received from the following, to wit:

<u>NAME</u>	<u>PRICE</u>
Computer Systems and Methods	\$6,998.00

WHEREAS, the Chief of Police has recommended the purchase of said computer equipment in consultation with IT Consultant, from Computer Systems and Methods, at the above quoted price under State Contract No. 89980; and

WHEREAS, funds will be available for this purpose in Account No. 9-01-25-240-243 as reflected by the certification of funds available by the Chief Financial Officer, shown below;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that the Chief of Police is hereby authorized and directed to purchase said computer equipment for a total not to exceed \$6,998.00; and

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Chief of Police and the Finance Department forthwith.

ADOPTED: February 19, 2019

ATTEST:


Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

VERIFIED AND ENCUMBERED AS TO: AVAILABILITY OF FUNDS \$ <u>6998.00</u> ACCOUNT NO. <u>9-01-25-240-243</u> P.O. NO. _____ BY: _____  FINANCE DIRECTOR

BOROUGH OF HIGHLAND PARK
NO. 2-19-82

RESOLUTION TO APPROVE 2019 TREE PLANTING PROJECT

RESOLUTION: Public Works and Public Utilities Committee

WHEREAS, the Shade Tree Advisory Committee would like to institute a tree planting program for the spring of 2019; and

WHEREAS, the Shade Tree Advisory Committee has a list of interested residents; and

WHEREAS, the Shade Tree Advisory Committee would like to purchase said shade trees utilizing funds from the Tree Replacement Fund;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Highland Park that Shade Tree Advisory Committee is hereby authorized to purchase said trees utilizing funds from the Tree Replacement Fund.

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to the Chief Financial Officer and the Shade Tree Advisory Committee forthwith.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February 2019

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
2-19-83

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that transfers of 2018 budget appropriation balances shall be made as follows:

Budget Transfer #6		
Description	From	To
Unemployment		3,661.00
Telephones	3,661.00	
	<u>3,661.00</u>	<u>3,661.00</u>

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 2-19-84

RESOLUTION AUTHORIZING APPROVAL OF BILLS LIST

RESOLUTION: Finance Committee

BE IT RESOLVED by the Borough Council of the Borough of Highland Park that all claims presented prior to this meeting as shown on a detailed list prepared by the Borough Treasurer, and which have been submitted and approved in accordance with Highland Park Ordinance No. 1004, shall be and the same are hereby approved; and

BE IT FURTHER RESOLVED that the Borough Clerk shall include in the minutes of this meeting a statement as to all such claims approved as shown in a Bills List Journal in accordance with said Ordinance.

The bills approved for payment at this meeting, Bills List 1/19/2019 can be found in the Bills List Journal Book No. 39.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, Borough Clerk

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February, 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

BOROUGH OF HIGHLAND PARK
NO. 2-19-85

RESOLUTION AUTHORIZING EXECUTIVE SESSION

RESOLUTION: Council as a Whole

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

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

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

1. The public shall be excluded from the closed session at close of tonight's open session.
2. The general nature of the subject matter to be discussed is as follows:
(Litigation: JSM at Highland Park v. Borough of Highland Park update)
3. It is anticipated at this time that the above stated subject matter will be made public when these matters are resolved or as soon thereafter as it is deemed to be in the public interest to do so.
4. This Resolution shall take effect immediately.

ADOPTED: February 19, 2019

ATTEST:

Joan Hullings, BOROUGH CLERK

I, Joan Hullings, Borough Clerk of the Borough of Highland Park, New Jersey, do hereby certify the above to be a true copy of a resolution adopted by the Borough Council of said Borough on the 19th day of February 2019.

Joan Hullings, Borough Clerk

RECORD OF COUNCIL VOTES

Council Member	Ayes	Nays	Abstain	Absent
Fine				
Foster-Dublin				
George				
Hale				
Kim-Chohan				
Welkovits				

Borough of Highland Park, New Jersey, 2019
This document is a true copy of a resolution adopted by the Borough Council of Highland Park, New Jersey, on February 19, 2019.

Joan Hullings, Borough Clerk