

**Township of Berkeley Heights  
Union County, New Jersey  
February 11, 2014**

XX

Adequate notice of this meeting has been provided by posting the same on the bulletin board of Town Hall and forwarding a copy to the Courier News, Star Ledger at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act. This meeting was contained on a list of meetings set by resolution dated January 1, 2014. This meeting will not substantially go past 10:30 p.m.

**COUNCIL MEMBERS:**

- Edward Delia
- Kevin Hall
- Jeanne Kingsley, Council President
- Craig Pastore, Council Vice- President
- Thomas Pirone
- Robert Woodruff
- Joseph G. Bruno, Mayor

**AGENDA FOR PUBLIC MEETING**

- I. CALL TO ORDER - 7:00 PM**
  
- II. ROLL CALL**
  
- III. EXECUTIVE SESSION-**
  - SPECIAL PRESENTATION – Chief Anthony Padovano, Jr.**
  
  - OPEN SESSION**
  
- IV. FLAG SALUTE**
  
- V. CONFERENCE SESSION –**
  
- VI. REGULAR AGENDA**

**VII. TOWNSHIP COUNCIL REPORTS**

- A. Edward Delia**
- B. Craig Pastore**
- C. Thomas Pirone**
- D. Robert Woodruff**
- E. Jeanne Kingsley**
- F. Kevin Hall**

**VIII. ADMINISTRATION REPORTS**

**Mayor Bruno**  
**Township Administrator – Linda Cavanaugh**

**IX. HEARING ON AGENDA ITEMS ONLY – 3 minutes per resident**

Comments are welcome during the public comment period during this meeting on any agenda item. However, if an ordinance is listed for its own public hearing on the agenda, please hold your comments for that particular public hearing. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The (Mayor/Council President) will keep time. Please promptly yield on the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

**X .NEW BUSINESS- RESOLUTIONS**

**OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:**

**A. RESOLUTIONS**

1. Resolution approving Bill List dated February 11, 2014 in the amount of \$606,695.73.
2. Resolution authorizing an Interlocal Agreement with the Township of Millburn and the Township of Livingston for the provision of animal control services for the Township.
3. Resolution authorizing a Shared Services Agreement with the Borough of Madison for the provision of IT Services for the Township.

**4. CONSENT AGENDA** – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Resolution authorizing the Tax Collector to refund the following 2014 tax overpayments:

1. Gerald & Janet Reilly 28 Evergreen Drive \$859.30

- b. Resolution authorizing the issuance of a Tax Sale Certificate #13-00004T, in the amount of \$40,021.13 to US Bank CUST Pro Cap III, LLC for Block#1104, Lot #10 located at 36 Rutgers Avenue, Berkeley Heights, N.J.
- c. Resolution authorizing a release of a tree bond in the amount of \$6,200.00 to Jason Joly, 60 Orion Road, Berkeley Heights.

## **B. ORDINANCES**

### **INTRODUCTION OF ORDINANCE**

**Public Hearing and Final Adoption scheduled for February 25, 2014:**

**“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY, STATE OF NEW JERSEY, AMENDING, REVISING AND SUPPLEMENTING THE TOWNSHIP ADMINISTRATIVE CODE AND LAND USE ORDINANCE TO ESTABLISH AND AMEND THE REQUIREMENTS FOR REVIEW OF LAND USE APPLICATIONS IN THE TOWNSHIP DOWNTOWN AREA.” (Explanation: This ordinance amends the Township Code and Land Use Ordinances to modify and amend the requirements for review of land use applications in the Township downtown area by the Downtown Beautification Committee.)**

### **XI. CITIZENS HEARING - 3 minutes per resident**

Comments are welcome during the public comment period during this meeting on any matter over which the Township has jurisdiction. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The Mayor and/or Council will keep time. Please promptly yield the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

## **XII. ADJOURNMENT**

**Ana Minkoff  
Township Clerk**

# Proclamation

## Township of Berkeley Heights

**WHEREAS, Anthony Padovano, Jr.** became Acting Chief of the Berkeley Heights Fire Department in May 2006 and was elected to the position of Chief in 2007 serving with dedication and leadership until the end of 2013; and

**WHEREAS,** immediately on becoming Chief, **Tony Padovano** implemented direct mutual aid agreements that have benefitted the residents of the township by providing for fire and rescue resources that have saved lives and property on numerous occasions; and

**WHEREAS,** because of **Chief Padovano's** superior organization skills and knowledge of how to deploy crews during emergencies, the Berkeley Heights Fire Department notably responded to the 2011 Burry Biscuit fire in Elizabeth with 53 consecutive operational hours working alongside dozens of fire departments from four different counties; and

**WHEREAS, Chief Padovano** established comprehensive firefighter and officer training requirements to ensure that the best leaders in the department would have the skills and qualifications necessary to effectively save lives; and

**WHEREAS, Chief Padovano** expanded the Fire Department's ranks through a rigorous recruitment and retention program that focused on high school and college students, many of whom have become dedicated firefighters and officers; and

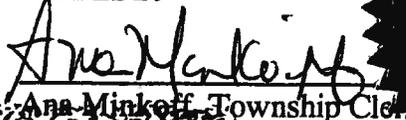
**WHEREAS,** in addition to his duties as Fire Chief, **Tony Padovano** directed the township's Office of Emergency Management through numerous natural disasters, including the 2010 Blizzard, Hurricane Irene, the Halloween Storm and Hurricane Sandy and filed necessary reports to obtain FEMA disaster relief money for the Township; and

**WHEREAS, Chief Padovano** directed the establishment of the Fire Department's technical rescue team which provides confined space, water, ice, vehicle and elevator rescue services to both the public and private industries;

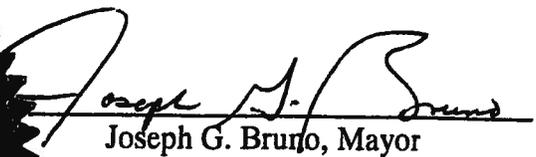
**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Township Council of the Township of Berkeley Heights and on behalf of all of our citizens do hereby extend this expression of thanks for the service, leadership and heroism of **Fire Chief Anthony Padovano, Jr.**

**APPROVED** this 21<sup>st</sup> day of January, 2014.

ATTEST:

  
Ana Minkoff, Township Clerk



  
Joseph G. Bruno, Mayor

**Mayor's Correspondence**  
**January 2014**

1. **Congressman and Mrs. Lance** – Happy New year card
2. **NJ Blue Now** – Holiday edition 2013
3. **CATO Institute** – Invitation to seminar and luncheon featuring PJ O'Rourke
4. **UC Transportation Advisory Board** – meeting dates for 2014
5. **Landmark Dividend** – letter expressing interest in leasing space on cell tower
6. **Page Engineering Consultants** – copy of letter which requests transfer of sewer flow to Berkeley Heights for a Watchung residential tract
7. **JCPL** – bi annual notice asking if Municipality wants to be informed of residential accounts where service has been discontinued.
8. **Susan Berenbak** – letter from retiree asking about pay cycle
9. **New Providence Chiropractic** – Invitation to Year of Wishes Party
10. **NJLM** – Info about Super Bowl Security meeting
11. **UC Dept of Human Services Division on Aging** – January 2014 newsletter
12. **Green Brook Flood Control Commission** – Chairman requesting a meeting with Mayor to discuss potential initiatives for flood control to Middlesex, Somerset and Union County residents
13. **Daniel P Sullivan, UC Utilities Authority** – letter with check representing money granted to Berkeley Heights from processing of municipal solid waste and producing renewable energy.
14. **Extreme Energy Solutions** – Marketing material regarding smart emissions reducer program
15. **NJLM** – announcing Louis Bay 2<sup>nd</sup> Future Municipal Leaders Scholarship Competition for HS juniors and seniors
16. **Manal Sous MD** – Letter asking assistance for passage of bill A4464 which mandates drivers involved in fatal accidents submit to drug and alcohol testing
17. **Tom and Natia Palante** – Thank you for performing wedding ceremony
18. **Freedom From Religion Foundation** – letter regarding constitutional concern with the nativity scene displayed on Memorial Field in December
19. **GLHS Project Graduation Committee** – request for donation from the Township. Mountainside donates \$300 annually.
20. **NJCM** – save the date reminder for 2014 Annual Spring Conference
21. **David Friedman** – Fund raising letter for his Foundation
22. **NCADD** – Perspectives – A journal on Addiction Research and Public Policy
23. **NJ Cops** – January 2014 magazine
24. **SMS Security Systems** – marketing information
25. **Aspira Inc** – announcing their 37<sup>th</sup> annual luncheon
26. **Rutgers Center for Advanced Infrastructure and Transportation** – Jan 2014 newsletter
27. **Sustainable NJ** – advising that certification will expire 12/31/2014 and informing Twp that recertification application must be submitted by June 8 2014. CC: Environmental Commission, Zoning

**Agenda Item**

**#**

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**BE AND IT IS HEREBY RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 2/11/14, in the amount of \$606,695.73 such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

**APPROVED** this 11<sup>th</sup> day of February, 2014.

**ATTEST:**

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Ana Minkoff  
Township Clerk

Agenda Item No.: 2

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the Township of Berkeley Heights is in need of animal control services as mandated by N.J.S.A. 4:19-15.16, *et seq.*; and

**WHEREAS**, the Township of Berkeley Heights, the Township of Millburn and the Township of Livingston negotiated a shared services agreement for the provision of animal control services; and

**WHEREAS**, the Township of Berkeley Heights, the Township of Millburn and the Township of Livingston wish to enter into an agreement for the provision of animal control services for the Township; and

**WHEREAS**, the Township is authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*; and

**WHEREAS**, the Township and the County have negotiated an Interlocal Agreement for Animal Control Services, which is attached hereto and made a part hereof; and

**WHEREAS**, the Township Council of the Township of Berkeley Heights find it to be in the best interest of the Township and its residents to enter into this Interlocal Agreement with the Township of Millburn and the Township of Livingston County for the provision of animal control services for the Township.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Interlocal Agreement with the Township of Millburn and the Township of Livingston for the provision of animal control services for the Township be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached Interlocal Agreement.

**BE IT FURTHER RESOLVED** that the Township officials are hereby authorized to take any and all action required to complete this Interlocal Agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law, and the adoption of the appropriate mechanism approving the Shared Services Agreement adopted by the County.

**APPROVED** this 11th day of February, 2014.

**ATTEST:**

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**Ana Minkoff, Township Clerk**

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES  
BETWEEN Township of Berkeley Heights  
AND THE TOWNSHIP OF MILLBURN AND TOWNSHIP OF LIVINGSTON**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, maintaining an office at 29 Park Avenue, Berkeley Heights, NJ 07902 and the Township of Millburn (“Millburn”), a municipal corporation of the State of New Jersey, maintaining an office at 375 Millburn Avenue, Millburn, New Jersey 07041 and the Township of Livingston (“Livingston”), a municipal corporation of the State of New Jersey, maintaining an office at 357 South Livingston Avenue, Livingston, NJ 07039 (collectively as the “Providers”).

WHEREAS, pursuant to the powers granted to it by the statutes of the State of New Jersey, the Township of Berkeley Heights and the providers did, through the provisions of duly adopted Resolutions agree to enter into an Interlocal Agreement whereby it was agreed that Millburn and Livingston would provide Animal Control Services to the Township of Berkeley Heights.

WHEREAS, the governing bodies of the Township of Berkeley Heights and the providers have, by the appropriate Resolutions duly authorized the execution of this Agreement; and

WHEREAS, The Township of Berkeley Heights and the providers have agreed that Millburn and Livingston will provide Animal Control Services to the Township of Berkeley Heights.

1. The Township of Berkeley Heights is in need of Animal Control Services as mandated by NJSA 4:19-15.16 et seq. (as regulated by NJAC 8:23A) and Millburn/Livingston have the ability to provide such services and have agreed to do so, pursuant hereto. The Township of Berkeley Heights and Millburn/Livingston have agreed that they will provide Animal Control Services to the Township of Berkeley Heights as followed:

- a. Animal Sheltering: The provider’s Animal Control Officer will take all dogs/cats captured in the Township of Berkeley Heights to the Township of Livingston’s Animal Shelter. Dogs will be impounded as required by State and Municipal Regulations, for reasons including running at large, suspected rabies, vicious or dangerous dog, etc.

Animals are to be held for a period of fourteen (14) days, affording the opportunity of reclamation by the owner within the first mandatory seven (7) day period. The second seven (7) day period will allow the provider’s time to find a proper disposition for the animal through adoption or relocation. Berkeley Heights will be responsible for the cost of sheltering dogs and cats captured in the Township of Berkeley Heights. The Township of Berkeley Heights will pay the amount of \$40.00 per day. The Township of Berkeley Heights will also be

responsible for any costs associated with caring for an animal being sheltered. This includes, but is not limited to, the time an Animal Control Officer spends feeding and caring for an animal during off-duty hours. Off duty-hours are considered any time before or after 8:00AM – 4:30PM, Monday through Friday and all weekends and municipally recognized holidays.

- b. Animal Complaint Investigation: The provider's Animal Control Officer will refer all animal complaints including animal cruelty to the SPCA, if not already reported by the municipality's Police Department. The Animal Control Officer will be authorized by the Township of Berkeley Heights to address all animal complaints. Complaints will be filed by the municipality in their respective court with the Animal Control Officer available to be a witness in court case if necessary.

The provider's Animal Control Officer will not be involved in any court matters and/or litigation already in progress prior to the providers initially performing Animal Control Services.

- c. Patrolling Services: The provider's Animal Control Officer will not be required to provide patrolling services. Should at sometime the Township of Berkeley Heights require a patrolling service the minimum time charge will be one half day's rate, which is a minimum of four (4) hours.
- d. Injury Treatment for Dogs and Cats and Other Wildlife: All dogs, cats and wildlife captured in Township of Berkeley Heights requiring emergency treatment will be transported to a licensed veterinarian to be treated for their emergency needs. The veterinarian will be chosen by the Township of Berkeley Heights and will preferably be within the borders of said municipality. If the emergency treatment is after hours, the provider's will seek treatment at a 24 hour facility or one of their choosing that will accommodate. The bill for the emergency treatment will be the responsibility of Township of Berkeley Heights. The Township of Berkeley Heights may advise the providers of any medical or financial limits the municipality may wish to place on the care of the animals in writing as an addendum to this agreement.
- e. Removal and Disposition of Dead Dogs and Cats: The provider's Animal Control officer will dispose of dead dogs, cats or wildlife related to a call in which they have responded. Any dogs, cats or other wildlife found on the roadways of Berkeley Heights will be the responsibility of Berkeley Heights to dispose of properly. Should the municipality have a vet willing to perform this service the Animal Control Officer will transport the animal carcass to the chosen veterinarian. Thereafter, the animal will be cremated. All expenses of disposal of dead animals will be the responsibility of the Township of Berkeley Heights.
- f. Submission of Specimens for Rabies Examination: The provider's Animal Control Officer will transport a potential rabid animal to a licensed veterinarian to

be decapitated; the head will then be transported to Morristown Memorial Hospital or other state licensed facility for further processing (i.e. The Department of Health in Trenton). The expense for rabies examination is to be paid by the Township of Berkeley Heights.

2. It is understood and agreed by and between the parties that Millburn and Livingston will be the host communities. Millburn and Livingston will employ the Animal Control Officer. Township of Berkeley Heights will reimburse Millburn or Livingston for services rendered.
3. It is understood and agreed that the cost for the services of the Animal Control Officer will be \$37.16 per hour during normal operating hours. Normal operating hours are considered Monday through Friday 8:00AM – 4:30PM. The rate of service after normal operating hours or during weekends or municipally recognized holidays will be \$55.73 per hour.
4. The Township of Berkeley Heights, with the execution of this agreement, agrees to pay an initial yearly fee of \$500.00 to help offset any costs associated with equipment or sheltering.
5. It is understood and agreed that any additional cost to the third parties incurred by Millburn or Livingston will be the responsibility of Township of Berkeley Heights.
6. The provider's shall bill the Township of Berkeley Heights for services rendered on a monthly basis and the Township of Berkeley Heights must pay the bills within thirty (30) days of receipt of the billing notice.
7. This Agreement shall continue in effect for a period of one (2) years from its effective date. The Township of Berkeley Heights or any provider may, upon sixty (60) days written notice, terminate the Agreement.
8. The providers reserve the right to adjust any fees associated with this agreement with sixty (60) days written notice to the Township of Berkeley Heights.
9. In the event that this Agreement shall be invalidated by a court of competent jurisdiction, the consenting parties agree that they shall each, on an interim emergency basis, provide within their respective Municipalities said services.
10. Each of the Municipalities will and does hereby indemnify the other against and agree to save the other harmless from any and all claims for damages, whether for personal injury or property damage or otherwise, arising out of services responded to by the other by the employees of the respective Municipalities.

This Agreement may only be modified in writing and signed by the Municipalities and should not exceed \$20,000.00 in costs to Township of Berkeley Heights without written notice and confirmation from the Township.

IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

\_\_\_\_\_  
Ana Minkoff, Clerk

\_\_\_\_\_  
Joseph Bruno, Mayor

ATTEST:

TOWNSHIP OF MILLBURN

\_\_\_\_\_  
Christine Gatti, Clerk

\_\_\_\_\_  
Sandra Haimoff, Mayor

ATTEST:

TOWNSHIP OF LIVINGSTON

\_\_\_\_\_  
Glenn Turteltaub, Clerk

\_\_\_\_\_  
Michael Rieber, Mayor

Agenda Item No.: 3

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the Township of Berkeley Heights is in need of information technology support services (“IT Services”); and

**WHEREAS**, the Township of Berkeley Heights and the Borough of Madison negotiated a shared services agreement for the provision of IT Services; and

**WHEREAS**, the Township of Berkeley Heights and the Borough of Madison wish to enter into an agreement for the provision of IT Services for the Township; and

**WHEREAS**, the Township is authorized to enter into this Shared Services Agreement pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq.; and

**WHEREAS**, the Township and the Borough of Madison have negotiated an Shared Services Agreement for Shared Information Technology Services, which is attached hereto and made a part hereof; and

**WHEREAS**, the Township Council of the Township of Berkeley Heights find it to be in the best interest of the Township and its residents to enter into this Shared Services Agreement with the Borough of Madison for the provision of IT Services for the Township.

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Shared Services Agreement for Shared Information Technology Services with the Borough of Madison for the provision of information technology support services for the Township be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached Contract.

**BE IT FURTHER RESOLVED** that the appropriate Township officials are hereby authorized to take any and all action required to complete this Shared Services Agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect pursuant to law, and the adoption of the appropriate mechanism approving the Shared Services Agreement adopted by the Borough of Madison.

**APPROVED** this 11<sup>th</sup> day of February, 2014.

**ATTEST:**

\_\_\_\_\_  
Ana Minkoff, Township Clerk

**SHARED SERVICES AGREEMENT  
WITH THE TOWNSHIP OF BERKELEY HEIGHTS  
SHARED INFORMATION TECHNOLOGY SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the **BOROUGH OF MADISON**, a Municipal Corporation of the State of New Jersey (“Madison”), having an office at 50 Kings Road, Madison, New Jersey and the **TOWNSHIP OF BERKELEY HEIGHTS**, a Municipal Corporation of the State of New Jersey (“Berkeley Heights”), having an office at 29 Park Avenue, Berkeley Heights, New Jersey 07055.

**WITNESSETH**

**WHEREAS**, Madison and Berkeley Heights (collectively referred to as the “Parties”) seek to enter into a Shared Services Agreement (“Agreement”) pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

**WHEREAS**, the Parties have adopted Resolutions and/or Ordinances to authorize this Agreement; and

**WHEREAS**, this Agreement provides for certain Information Technology Support Services (“IT Support”) to be provided by Madison to Berkeley Heights in accordance with the terms and conditions set forth herein; and

**WHEREAS**, this Shared Services Agreement is subject to resolutions of the Governing Bodies of Madison and Berkeley Heights approving same; and

**WHEREAS**, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

**NOW, THEREFORE,** in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Madison shall provide Berkeley Heights with up to six (6) hours of IT Support per day, subject to existing work load obligations. Total hours would not exceed twenty (20) hours per month, nor 250 hours annually.

2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.

3. Berkeley Heights will be billed on a monthly basis for the IT Support at an hourly rate of \$66.00, for a total amount not to exceed \$16,500.00. Weekend and evening hours would be billed at \$90.00 per hour. Madison shall provide Berkeley Heights with monthly documentation of the IT Support services rendered.

4. The IT Support provided by Madison to Berkeley Heights, consistent with the terms herein shall be as follows:

- a. Responding to workstation and network problems and making necessary repairs;
- b. Providing general desktop support, and facilitating use of vertical applications;
- c. Maintaining anti-virus, spyware and other intruder detection software;
- d. Overseeing nightly back-up systems;
- e. Assisting with the purchase of computer supplies and equipment; and
- f. Prioritizing and scheduling work accordingly, as needed.

5. This Agreement shall commence on or about January 1, 2014 and will end on December 31, 2014.

6. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

7. The Parties can agree to renew this Agreement upon thirty (30) days written notice prior to the expiration of the Agreement.

8. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of each other's equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million (\$1,000,000) dollars upon the execution of the Agreement and the duration of same.

9. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

11. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the IT support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto

shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

14. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

16. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**IN WITNESS HEREOF**, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

\_\_\_\_\_  
Elizabeth Osborne, Borough Clerk

ATTEST:

\_\_\_\_\_  
Ana Minkoff, Acting Township Clerk

**BOROUGH OF MADISON**

By:

\_\_\_\_\_  
Robert H. Conley, Mayor

**TOWNSHIP OF BERKELEY HEIGHTS**

By:

\_\_\_\_\_  
Joseph G. Bruno, Mayor

Agenda Item

# 4a

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the Tax Collector has advised that there was an overpayment of a portion of 2014 property taxes for property known as Block #2202 Lot #6 also known as 28 Evergreen Drive which requires a refund in the amount of \$859.30: and

**NOW, THEREFORE BE IT RESOLVED** that the Treasurer is authorized to refund the overpayment for 2014 taxes in the amount of \$859.30 to Gerald E. & Janet K. Reilly, 28 Evergreen Drive, Berkeley Heights, NJ 07922.

**BE IT FURTHER RESOLVED** that a copy of this resolution be transmitted to Gerald E. & Janet K. Reilly, Treasurer and Tax Collector.

**APPROVED** this 11th day of February, 2014.

**Attest:**

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**Ana Minkoff  
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, the Township of Berkeley Heights issued Tax Sale Certificate #13-00004T to US Bank CUST Pro Cap III, LLC. for Block #1104, Lot #10, located at 36 Rutgers Avenue, Berkeley Heights, NJ; and

**WHEREAS**, the owners of such property have now redeemed such certificate and the lien holder US Bank CUST Pro CAP III, LLC, is entitled to receive redemption in the amount of \$40,021.13 to be paid by or on behalf of the homeowner.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, that the Treasurer is authorized to pay out the sum of \$40,021.13 in redemption of Tax Sale Certificate #13-00004T upon the submission of a properly completed voucher and surrender of such certificate.

Copies of this Resolution are to be forwarded to, US Bank CUST Pro Cap III, LLC, Tax Collector and the Treasurer.

**APPROVED this 11<sup>th</sup> day of February, 2014.**

**ATTEST:**

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Ana Minkoff  
Township Clerk

4C

**TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY**

**RESOLUTION**

**WHEREAS**, Jason Joly, was required to post a cash bond in the amount of \$6,200.00 in connection with a Tree Bond at 60 Orion Road, Berkeley Heights, New Jersey, and the Township Zoning Officer, having inspected the work, has recommended by letter dated January 23, 2014, that such bond be released.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council, of the Township of Berkeley Heights, County of Union, that it hereby authorizes the Township Treasurer to release and return Cash Bond posted by Jason Joly, Account #S-17-47-799-547, in the amount of \$6,200.00 together with any applicable interest.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution is to be forwarded to Jason Joly, Township Treasurer and Township Zoning Officer.

**APPROVED** this 11<sup>th</sup> day of February, 2014.

**ATTEST:**

\_\_\_\_\_  
Ana Minkoff  
Township Clerk

EXPLANATORY STATEMENT: This ordinance amends the Township Code and Land Use Ordinances to modify and amend the requirements for review of land use applications in the Township downtown area by the Downtown Beautification Committee.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. \_\_\_\_\_

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing the Township Administrative Code and Land Use Ordinance to Establish and Amend the Requirements for Review of Land Use Applications in the Township Downtown Area.

BE IT ORDAINED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

Section 1. Paragraph F of Subsection 2.94.080 entitled "Powers and duties" of Chapter 2.94 entitled "Downtown Beautification Committee" of Title 2 entitled "Administration and Personnel" of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended to read as follows: [New language **bold and underlined**, deleted language ~~double strikethrough.~~]

Section 2.94.080 Powers and duties.

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F. To work with the **Township Planning Board and Zoning Board of Adjustment and review land use applications for properties located within the Township's Downtown Area and make recommendations thereto to assure any development in the Downtown Area is in accordance with the Township Master Plan** ~~township planning board to make sure that any development within the township's downtown area is in accordance with the township master plan.~~

Section 2. Subsection 10.1.6 entitled "Referral to Other Agencies" of Article 10.1 entitled "General Procedures" of Part 10 entitled "Site Plan Review and Approval" of the Township of Berkeley Heights of the Municipal Land Use Procedures Ordinance is hereby supplemented and amended to read as follows: [New language **bold and underlined**, deleted language ~~double strikethrough.~~]

Section 10.1.6 Referral to Other Agencies

- A. To assist in evaluating the Site Plan with respect to flood and fire hazard, traffic and safety problems, environmental effect, or any other aspect of the submitted Site Plan which would influence the planned development of the surrounding area, the Planning Board or Zoning Board of Adjustment as appropriate shall solicit a written report from the following: Zoning Officer, Township Engineer, Fire Prevention Bureau, Environmental Commission, **Downtown Beautification Committee**, Transportation and Traffic Safety Committee, and Police Department.
- B. In addition to those agencies required by law, the Planning Board or the Zoning Board of Adjustment as appropriate may refer a Site Plan to concerned Township Boards, Commissions, Committees or Subcommittees, and Federal, State, County and Local public or quasi-public agencies for their advisory recommendations, and to appropriate consultants, fees to whom shall be paid by applicant.
- C. **To assist in evaluating land use applications for properties located within the Township downtown development zone district, the Planning Board or Zoning Board of Adjustment, as appropriate, shall provide a copy of the application, site plans and other application documents to the Downtown Beautification Committee, and solicit a written report therefrom.**
- D. Where the site is within two hundred (200) feet of another municipality, the site plan shall be submitted to said municipality for review and advisory recommendations.

**Section 3.** The application forms and checklists for land use applications to the Township Planning Board and Zoning Board of Adjustment shall be amended to require an additional copy of the application and site plan, along with other submitted application documents, for applications within the Township downtown development zone district to be provided to the Downtown Beautification Committee for review and comment to the application pursuant to Section 10.1.6 of the Township Land Use Procedures Ordinance.

**Section 4.** If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

**Section 5.** In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Berkeley Heights, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Township of Berkeley Heights are hereby ratified and confirmed, except where inconsistent with the terms hereof.

**Section 6.** The Township Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Union County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

**Section 7.** After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the Township of Berkeley Heights for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Township Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

**Section 8.** This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

**Section 9.** This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Union County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the Township Tax Assessor as required by N.J.S.A. 40:49-2.1.

INTRODUCED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Joseph Bruno, Mayor

ATTEST:

\_\_\_\_\_  
Ana Minkoff, Township Clerk

**NOTICE OF  
INTRODUCTION**

**Ordinance -2014**

**“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY, STATE OF NEW JERSEY, AMENDING, REVISING AND SUPPLEMENTING THE TOWNSHIP ADMINISTRATIVE CODE AND LAND USE ORDINANCE TO ESTABLISH AND AMEND THE REQUIREMENTS FO REVIEW OF LAND USE APPLICATIONS IN THE TOWNSHIP DOWNTOWN AREA.”**

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **February 11, 2014** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **February 25, 2014** at **7:00** p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk’s office in said Municipal Building, to the members of the general public who shall request the same.

**Ana Minkoff  
Township Clerk**