

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 25, 2014 in the amount of \$246,435.28.
2. Resolution authorizing a Shared Services Agreement with the Rescue Squad for the provision of repair and maintenance services for the Rescue Squad vehicles.
3. Resolution authorizing a tax settlement with Station Court, LLC, 230-250 Sherman Avenue South, Block 702 Lot 9.
4. Resolution authorizing a Professional Services Agreement with Paul Beisser, MAI,CRE, and Value Research Group. LLC, for the professional appraisal services in connection with the Township's development of a new municipal complex as a result of a potential land swap with Little Flower Church.
5. Resolution authorizing a contract for the Water Pollution with Garden State Laboratories, 410 Hillside Avenue, Hillside, NJ, 07205, for "Outside Laboratory Services" for the Water Pollution Control Plant, in the amount of \$13,648.00.

6. Resolution authorizing a change order for Garden State in the amount of \$868.00.
7. Resolution urging the Legislature to permanently extend the 2% cap on interest arbitration awards prior to the April 1, 2014 sunset.

8. 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. Peter Golomb	141 Forest Avenue	\$519.09
2. Anthony T. & Geraldine Fernandez	39 Hastings Road	\$408.46
3. Lillian Court Assoc.	368 Mountain Ave.	\$2,623.04
4. Lillian Court Assoc.	378 Mountain Ave.	\$1,445.03
5. Bette Hanstein	32 Brook Street	\$772.92
- b. Resolution authorizing a release of a cash bond for street opening permit #2970, in the amount of \$700.00 to Jonell Associates, 144 Garfield Street, Berkeley Heights, N.J.
- c. Resolution authorizing a release of a cash bond, for driveway completion, for 1 Lillian Court, in the amount of 900.00
- d. Resolution authorizing a release of a cash bond, for driveway completion, for 2 Lillian Court, in the amount of \$1,500.00.
- e. Resolution authorizing cash bond in the amount of \$8,022.71, which represents a reduction of a Performance Guarantees for Berkeley Station (Sherman Avenue). Block 702, Lot 10.
- f. Resolution authorizing the appointment of Ricardo Motalvan, 27 Bolton Blvd., Berkeley Heights to the Berkeley Heights Fire Dept. active roster.
- g. Resolution authorizing Kevin Camngelo, 307 Chaucer Drive, Berkeley Heights, to the active roster of the Berkeley Heights Fire Department.
- h. Resolution authorizing a blue light application for Allie Deegan, a member of the Rescue Squad.

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**

Mayor's Correspondence
February 2014

1. **EGT Enterprises** - announcing reverse auction for electricity and gas
2. **Jersey City Mayor Steven Fulop** - invitation to "Prisoner Reentry: Breaking the Cycle" conference
3. **NJCM** - 50th anniversary year end conference magazine
4. **Relay for Life** - announcing the 2014 pep rally
5. **FEMA** - letter informing you that the Flood Insurance Rate Map for community has been revised cc: Twp Engineer
6. **Kyle Hall** - thanking you for attending his Eagle Scout ceremony
7. **VFW** - January 2014 newsletter
8. **UC Office of Cultural & Heritage Affairs** - Invitation to a lecture entitled "America's Forgotten African American Patriots in the American Revolution"
9. **Gateway Regional Chamber of Commerce** - Invitation to 25th annual Mayor's Dinner
10. **NJ Bankers Association** - letter from trade association addressing maintenance of vacant and abandoned properties.
11. **Office of Attorney General** - update on the Hazard Mitigation Grant Program Energy Allocation Initiative CC: OEM Director & Deputy Director
12. **SAGE Eldercare** - Invitation to participate in Meals on Wheels in March
13. **Property Pilot** - marketing material
14. **TransAction 2014** - announcing NJ State Transportation Conference & Expo
15. **Herbert H. Waddell** - letter regarding sink hole and hazardous condition on Robbins Avenue cc: Twp Engineer, Asst DPW Director
16. **Arbor Day Foundation** - Tree City USA Bulletin
17. **NJCM** - announcing 51st Annual Spring Conference
18. **George Pizzo** - letter requesting resolution for 9th Annual Amber Pizzo 5K Race
19. **NJLS** - marketing material for their courier service
20. **Jon M. Bramnick** - letter saying he will work with colleagues and Governor's office to try to make 2% cap permanent
21. **VFW** - Newsletter Feb 2014
- 22.

**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 2/25/14, in the amount of \$246,435.28 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 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 2

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

RESOLUTION

WHEREAS, the Berkeley Heights Volunteer Rescue Squad (the "Rescue Squad") is in need of repair and maintenance services for its vehicles; and

WHEREAS, the Township of Berkeley Heights and the Rescue Squad have reviewed their needs, resources and personnel and have found that the Township can assist with the Rescue Squad's vehicular maintenance needs through its Department of Public Works; and

WHEREAS, the Township and the Rescue Squad negotiated a shared services agreement for the provision of vehicular maintenance and repair services, which is attached hereto and made a part hereof; 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, it would be in the best interest of the residents of the Township to enter a Shared Services Agreement for the exchange of services and various other opportunities such as the Township providing repair and maintenance services for the Rescue Squad vehicles; 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 Rescue Squad for the provision of repair and maintenance services for the Rescue Squad vehicles

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 with the Berkeley Heights Volunteer Rescue Squad (the "Rescue Squad") for the provision of vehicular maintenance and repair services for the Rescue Squad's vehicles be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached Agreement.

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 Rescue Squad.

Approved this 25th day of February, 2014.

ATTEST:

Ana Minkoff, Township Clerk

Shared Services Agreement
VEHICULAR MAINTENANCE

This SHARED SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of February, 2014, by and between the parties hereto:

THE TOWNSHIP OF BERKELEY HEIGHTS a New Jersey municipal corporation with an address at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (hereinafter the "Township"); and

THE BERKELEY HEIGHTS VOLUNTEER RESCUE SQUAD, having offices at 378 Snyder Avenue, P.O. Box. 117, Berkeley Heights, New Jersey 07922 (hereinafter the "Rescue Squad").

WITNESSETH

WHEREAS, the Township and the Rescue Squad have reviewed their needs, resources and personnel and have found that they can assist each other at considerable savings to the taxpayers of the Township of Berkeley Heights; and

WHEREAS, it would be in the best interest of the residents of the Township to enter a Shared Services Agreement for the exchange of services and various other opportunities such as the Township providing certain repair and maintenance services for the Rescue Squad vehicles; and

WHEREAS, the Township and the Rescue Squad are 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 Rescue Squad hereby wish to enter into this Shared Services Agreement.

NOW, THEREFORE, for and in good and valuable consideration and in consideration of the mutual covenants and obligations hereinafter set forth, the Township and the Rescue Squad hereby agree to and with each other as follow:

1. Services to be Provided. The Township hereby agrees to provide, through the Township's Public Works Department, regular vehicular maintenance and repair services for the Rescue Squad's vehicles similar to such services on the Township's vehicles. Prior to performing any maintenance or repairs, the Township's Public Works Department shall provide a written estimate for the costs of any necessary parts.

All of the Township services set forth herein are to be scheduled and performed by Township staff and personnel during regular business hours, thus are subject to the

availability of Township staff and personnel to perform such services. The Township shall not be required to hire additional staff or personnel, or contract with outside firms or individuals in order to perform any of the services identified herein. The Township expressly reserves the right to refuse to provide any service which it can no longer perform due to staff and personnel availability.

2. **Consideration.** In exchange for the services provided by the Township set forth in Section 1 hereinabove, the Rescue Squad agrees to pay the Township the cost of the parts necessary to complete the vehicular maintenance and repair, at the Township's actual cost for such parts.. Payment for services rendered shall be made by the Rescue Squad to the Township within thirty (30) days from receipt of the voucher/invoice for said services from the Township.

Pursuant to N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid under this Agreement, the voucher/invoice shall be paid in full by the Rescue Squad; however, if through subsequent negotiation, mediation, arbitration or litigation, the amount due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Township shall repay the excess to the Rescue Squad.

3. **Term.** Pursuant to N.J.S.A. 40A:65-7(a)(4), this Agreement shall be for a term of ten (10) year(s), or until such time as either party notifies the other, in writing, at least thirty (30) days in advance of the intent to terminate this Agreement, or if this Agreement is otherwise terminated pursuant to the terms herein.
4. **Insurance.** The Township and the Rescue Squad shall maintain appropriate automobile and liability insurance coverage; and annually provide a copy of its insurance certificate, naming the other party as an additional insured with regard to the use and maintenance of the Rescue Squad's vehicles. Minimum acceptable limits for bodily injury and property damage are \$1,000,000 each occurrence and \$3,000,000 aggregate.
5. **Indemnification.** The Rescue Squad, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees, shall indemnify, defend and hold harmless the Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities related to the Rescue Squad's use of the its vehicles, which duty to indemnify, defend and hold harmless shall commence immediately upon assertion of a claim against the Township. This indemnification shall not include any claim arising from any willful negligence on behalf of the Township officers and employees, in connection with the vehicular maintenance and repair services provided under this Agreement. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the Rescue Squad's project(s). The Rescue Squad, upon notice from the Township, shall resist and defend, at the expense of the Rescue Squad, any legal action or proceeding brought against the

Township and/or its officers, employees, representatives and/or agents with counsel selected in the sole discretion of the Township. In addition, at its option, the Township may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Rescue Squad's obligations under this Agreement.

The Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, shall indemnify, defend and hold harmless the Rescue Squad, its successors and assigns, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities that may arise during the Township's officers and employees performance of vehicular maintenance and repair services provided under this Agreement. This indemnification shall cease the moment the Rescue Squad accepts the vehicles and takes same from the Township.

6. Termination. If either party breaches this Agreement, the other party may terminate this Agreement after providing thirty (30) day notice to the breaching party, providing such breaching party 30 days to cure any such breach. If the breach cannot be cured within 30 days, and the parties do not mutually agree to an extension thereof, the non-breaching party may terminate this Agreement and seek all appropriate legal redress.
7. Assignment. This Agreement shall not be assigned by either party.
8. Notices. All notices under this Agreement must be in writing. The notices must be sent via fax and regular mail simultaneously, or by certified mail, return receipt requested, or by an overnight delivery service of good repute, to the other party, at the addresses identified herein.

For the Township:

Township Administrator
29 Park Ave.
Berkeley Heights, New Jersey 07922

With a copy to:

Joseph Sordillo, Esq.
McElroy, Deutsch, Mulvaney & Carpenter
1300 Mt. Kembel Ave
P.O. Box 2075
Morristown, New Jersey 07962-2075

For the Rescue Squad:

Noel Genco, Chief
Berkeley Heights Volunteer Rescue Squad
378 Snyder Avenue
P.O. Box 117
Berkeley Heights, New Jersey 07922-0117

With a copy to:

The time at which any notice or demand shall be deemed given or served shall be the time at which such notice or demand is delivered, whether or not such delivery is refused. Any notice may also be delivered personally. The parties may designate by notice, in writing, a new or other address to which such notice or demand shall thereafter be so given, made or mailed

9. Miscellaneous. This Agreement contains the entire understanding of the parties. This Agreement may not be modified or amended except by mutual agreement between the parties incorporated in writing and signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event that any provision of this Agreement is deemed to be illegal by any Court or agency of competent jurisdiction, then the remaining provisions shall continue in full force and effect. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the provisions of the parties' policies or any permissive State and/or Federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of each entities policies or any such permissive laws during the Agreement term.

10. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused this Agreement to be signed by their proper corporate officers and their corporate seal to be set hereto.

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Name: Ana Minkoff
Title: Township Clerk

By: _____
Name: Joseph Bruno
Title: Mayor

Dated: _____, 2014

ATTEST:

**BERKELEY HEIGHTS VOLUNTEER
RESCUE SQUAD**

Margaret R. Donding
Name: _____
Title: _____

By: *Noel Genco*
Name: Noel Genco
Title: Chief

Dated: 2/12/14, 2014

Agenda Item No.: 3

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

RESOLUTION

WHEREAS, Station Court, LLC ("Taxpayer"), the owner of Block 702, Lot 9 on the Township of Berkeley Heights' Tax Assessment Maps, commonly known as 230-250 Sherman Avenue South ("Property"), filed an appeal of its 2010, 2011, 2012 and 2013 tax assessments in the Tax Court of New Jersey, Docket Nos. 007907-2010; 004661-2011; 001988-2012; and 001689-2013.

WHEREAS, the Township Council of the Township of Berkeley Heights met and discussed the aforesaid tax appeal and the recommendations of its Township Tax Assessor and its Special Tax Counsel, DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C.

WHEREAS, Block 702, Lot 9 was assessed at \$3,800,000 for the years under appeal; and

WHEREAS, an acceptable settlement of the aforesaid tax appeals have been negotiated which reduces the total tax assessment levied upon Taxpayer's property located at Block 3803, Lot 9; and

WHEREAS, the 2010 total tax assessment, based upon said reduction, will be \$3,304,300 instead of \$3,800,000 for Block 702, Lot 9; and

WHEREAS, the 2011 total tax assessment, based upon said reduction, will be \$3,500,000 instead of \$3,800,000 for Block 702, Lot 9; and

WHEREAS, the 2012 tax appeal for Block 702, Lot 9 shall be withdrawn by the Taxpayer and the 2012 total tax assessment shall remain unchanged at \$3,800,000; and

WHEREAS, the 2013 tax appeal for Block 702, Lot 9 shall be withdrawn by the Taxpayer and the 2013 total tax assessment shall remain unchanged at \$3,800,000; and

WHEREAS, Taxpayer has agreed that any refunds due shall be without interest and shall be paid in the form of a credit toward future tax quarters; and

Heights' Tax Assessor's discretion with the direction that the same be set so as to be most beneficial to the Township; and

WHEREAS, the aforesaid reduction has no general application to other properties within the Township of Berkeley Heights as a result of the aforesaid specific fact situation; and

WHEREAS, the Township Council makes this settlement with Taxpayer without prejudice to its dealing with any other Berkeley Heights Township's taxpayers' request for tax assessment reduction; and

WHEREAS, the Mayor and Township Council have reviewed a copy of the proposed Stipulation of Settlement, which is annexed hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

1. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish the allocation between land and improvements of a \$3,304,300 total tax assessment for the 2010 Tax Year for Block 702, Lot 9, which is most beneficial to the township of Berkeley Heights and advise the Special Tax Counsel of that allocation.
2. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish the allocation between land and improvements of a \$3,500,000 total tax assessment for the 2011 Tax Year for Block 702, Lot 9, which is most beneficial to the Township of Berkeley Heights and advise the Special Tax Counsel of that allocation.
3. The Special Tax Counsel, Martin Allen, is hereby authorized to execute a Stipulation of Settlement relative to the tax appeal of Station Crt, LLC ("Taxpayer") Docket Nos. 007907-2010; 004661-2011; 001988-2012 and 001689-2013 which reduces the total tax assessment on Block 702, Lot 9 from \$3,800,000 to a reduced total tax assessment of \$3,304,300 for the 2010 Tax Year; which reduces the total tax assessment on Block 702, Lot 9 from \$3,800,000 to a reduced total tax assessment of \$3,500,000 for the 2011 tax

reduces the total tax assessment on Block 702, Lot 9 from \$3,800,000 to a reduced total tax assessment of \$3,500,000 for the 2011 tax year; which withdraws the 2012 and 2013 tax appeals; which provides that any Counterclaims shall be withdrawn; and which further provides that any refunds due shall be without interest and paid in the form of credits toward future tax quarters.

4. The settlement outlined above shall be without prejudice to the Township of Berkeley Heights' dealings with any other Township taxpayers' request for tax assessment reductions.

Approved the 25th day of February, 2014.

ATTEST:

Ana Minkoff, Township Clerk

(Doc. #a0784768.wpd)

SCHNECK LAW GROUP LLC
Michael I. Schneck, Esq. – Attorney ID 015981986
301 South Livingston Avenue, Suite 105
Livingston, New Jersey 07039
(973) 533-9300
Attorneys for PLAINTIFF

TAX COURT OF NEW JERSEY
DOCKET NO.: 007907-2010
DOCKET NO.: 004661-2011
DOCKET NO.: 001988-2012
DOCKET NO.: 001689-2013

STATION CRT.LLC

Plaintiff,

Civil Action

vs.

STIPULATION OF SETTLEMENT
(Without Affidavit)

TOWNSHIP OF BERKELEY HEIGHTS

Defendant.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

BLOCK: 702

LOT: 9

STREET ADDRESS: 230-250 SHERMAN AVE SOUTH

Year: 2010	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>TAX COURT JUDGMENT</u>
LAND	\$1,320,000	0	\$1,320,000
IMPROVEMENTS	\$2,480,000	0	\$1,984,300
TOTAL	\$3,800,000	0	\$3,304,300

Year: 2011	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>TAX COURT JUDGMENT</u>
LAND	\$1,320,000	0	\$1,320,000
IMPROVEMENTS	\$2,480,000	0	\$2,180,000
TOTAL	\$3,800,000	0	\$3,500,000

Years: 2012 & 2013	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>TAX COURT JUDGMENT</u>
LAND	\$1,320,000	0	
IMPROVEMENTS	\$2,480,000	0	WITHDRAWN
TOTAL	\$3,800,000	0	

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor to the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.

3. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

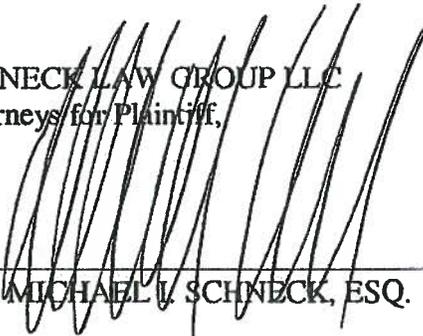
4. All refunds as a result of the settlement set forth herein shall be paid in the form of credits towards future tax quarters.

5. Statutory interest pursuant to N.J.S.A. 54:3-27.2 is waived by the taxpayer and shall not be paid.

6. The provisions of paragraph 4 and 5 shall survive Judgment even if not included on the Judgment issued by the Tax Court of New Jersey.

7. All counterclaims will be withdrawn as part of this settlement.

SCHNECK LAW GROUP LLC
Attorneys for Plaintiff,

BY: 
MICHAEL L. SCHNECK, ESQ.

DATED: 1/27/14

DEFENDANT

BY: _____
Martin Allen, Esq.

DATED:

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

RESOLUTION

WHEREAS, there exists a need for the professional appraisal services in connection with the Township of Berkeley Heights' development of a new municipal complex as a result of a potential land swap with Little Flower Church; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 *et seq.*, more specifically N.J.S.A. 40A:11-5 allows for the awarding of a contract for "professional services" without public advertising for bids; and

WHEREAS, the Township had administratively authorized Value Research Group, LLC, to conduct professional appraisal services on behalf of the Township in connection with this matter in an amount less than the bid threshold; and

WHEREAS, the Township anticipates that some of the additional work to be provided by Value Research Group that may be required in connection with this matter may exceed the bid threshold, and now wishes to authorize same by Resolution as a professional services contract under the Local Public Contracts Law; and

WHEREAS, Paul Beisser, MAI, CRE, of Value Research Group submitted a proposal to the Township to provide professional appraisal services in connection with this matter, which proposal presented such appraisal services to be provided at a rate of \$150.00 per hour for partners and \$125.00 per hour for associates in an amount not to exceed \$18,000.00; and

WHEREAS, prior to the execution of a contract, Mr. Beisser, on behalf of Value Research Group, will have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee for Mayor or Township Council of the Township of Berkeley Heights in the previous year, and that the contract will prohibit him from making any reportable contributions through the term of the contract, pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, this was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the Township Council finds it to be in the best interest of the Township to enter into a Professional Services Agreement with Paul Beisser, MAI, CRE, and Value Research Group, LLC, for the professional appraisal services in connection with the Township's development of a new municipal complex as a result of a potential land swap with Little Flower Church.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

1. The Mayor and Acting Township Clerk are hereby authorized and directed to execute the attached Professional Services Agreement with Paul Beisser, MAI, CRE, and Value Research Group, LLC, for the professional appraisal services in connection with the Township's development of a new municipal complex as a result of a potential land swap with Little Flower Church for the consideration set forth herein.
2. This Contract is awarded without competitive bidding as a "professional service" under the provisions of the Local Public Contracts Law, more specifically N.J.S.A. 40A:11-5.
3. A certificate showing the availability of funds for the Contract authorized hereby has been provided and is made a part hereof indicating that the appropriation for the within expenditure is charged to the applicable capital ordinances.
4. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
5. A notice of this action shall be printed in the official newspapers required by law within ten (10) days of its passage.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk



VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

February 7, 2014

Linda L. Cavanaugh, Esq.
Business Administrator
Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, NJ 07922

**Re: Proposal for Appraisal and Consulting Services
Church of the Little Flower / Berkeley Heights Public Library
Berkeley Heights, New Jersey**

Dear Ms. Cavanaugh:

Value Research Group (VRG) is pleased to submit this proposal for real estate appraisal and consulting services to the Township of Berkeley Heights in connection with a potential land exchange between the Church of the Little Flower and the Township. The subject properties include the Berkeley Heights Public Library and the Little Flower Church Main Campus located on Roosevelt Avenue. VRG will assist the Township in establishing the market value of both properties and provide additional real estate consulting services on an as need basis. The work product that has been prepared for the Township and is for its sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party. VRG will continue to provide services as required by the Township.

Assignment Summary

Client/Intended User:	Township of Berkeley Heights
Intended Use:	To provide real estate consulting and valuation services to the Township of Berkeley Heights in connection with a potential land exchange between the Township and the Church of the Little Flower
Proposed Fee:	Principals of the firm: \$150/hour Associates: \$125/hour Support Staff: \$75/hour

Scope of Work

Professional services associated with this real estate consulting assignment include:

1. Property valuation and appraisal services;
2. Review and analysis of professional and studies including architect's reports, engineering studies, environmental reports, appraisal reports, etc.;
3. Attendance at project meetings, site and building inspections and negotiation sessions, if requested.

Confidentiality

VRG shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

No Third Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between VRG or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary

Linda L. Cavanaugh

February 7, 2014

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of this Agreement, including by not limited to, any third parties identified in this engagement letter.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.



Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By

Date

5

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

WHEREAS, the Director of Wastewater solicited competitive quotes for “Outside Laboratory Services” for the year 2014 for the Water Pollution Control Plant; and

WHEREAS, Garden State Laboratories Inc., 410 Hillside Avenue, Hillside, NJ 07205 submitted a quote for said services with a price of \$13,648.00; and

NOW, THEREFORE BE IT RESOLVED that the appropriate municipal officials are authorized to execute an agreement for one year with Garden State Laboratories, Inc. for Outside Laboratory Services in an amount not to exceed \$13,648.00.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to Garden State Laboratories, Inc., Treasurer, and Superintendent of Wastewater.

APPROVED this 25th day of February 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 6

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

RESOLUTION

WHEREAS, by Resolution 43-2013 dated January 22, 2013, the Township Council awarded a contract to Garden State Laboratories for "Outside Laboratory Services" to the Wastewater Treatment Plant in an amount not to exceed \$14,432.00; and

WHEREAS, by letter dated February 10, 2014, the Superintendent of the Water Pollution Control Plant made a request for additional funds in the amount of \$868.00 for the following services:

1. Additional sample analysis; and

WHEREAS, sufficient funds are available for Change Order #1 from Water Pollution Control Plant operating budget account 3-01-30-818-030-; and

WHEREAS, the Superintendent of the Water Pollution Control Plant recommends approval of Change Order #1 for additional Outside Laboratory Services to be purchased from Garden State Laboratories:

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that the Township Council hereby authorizes the appropriate municipal official to execute Change Order #1 for additional "Outside Laboratory Services" as stated above for the Wastewater Management Plan for an amount not to exceed \$14,432.00 for a new total contract amount of \$15,300.00; and

BE IT FURTHER RESOLVED that the Township Treasurer is authorized to pay properly completed vouchers up to the amount of the agreement; and

BE IT FURTHER RESOLVED that a copy of this resolution shall be forwarded to Garden State Laboratories, the Township Treasurer, and the Superintendent of the Water Pollution Control Plant; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff, Township Clerk

Res Auth Change Order #1 for Garden State

#7

TOWNSHIP OF BERKELEY HEIGHTS

**Resolution Calling on the Legislature to Make Permanent the
2% Cap on Interest Arbitration Awards**

WHEREAS, on December 21, 2010, Governor Christie signed into law reforms to the Arbitration process that took effect January 1, 2011; and

WHEREAS, the reforms capped arbitration awards on economic factors to no more than 2%, provided for random selection of arbitrators, expedited the determination of awards, required the arbitrator to provide a written report detailing the weight accorded to each of the required considerations and expedited the appeal process; and

WHEREAS, these reforms marked a dramatic change to the arbitration process and have helped municipalities to control the never-ending rise in public safety personnel costs; and

WHEREAS, a key element of the reforms, capping arbitration awards on economic factors to no more than 2% of the property tax levy will expire on April 1, 2014; and

WHEREAS, while municipalities are statutorily limited to raise their property tax levy by no more than 2%, with very limited exceptions, failure to extend the 2% cap on interest arbitration awards will force municipalities throughout the State to further reduce or even eliminate crucial services, personnel, and long-overdue infrastructure improvement projects in order to fund an arbitration award; and

WHEREAS, the 2% Interest Arbitration cap has controlled one of the largest municipal expense, public safety salaries, not only through arbitration awards but through contract negotiations; and

WHEREAS, absent further action by the Legislature, any contract that expires on or after April 1, 2014, will be subject to all new procedures and requirements, EXCEPT the 2% awards cap; and

WHEREAS, without those limits, arbitrators will be able to impose awards that do not account for the 2% limit on the property tax levy, which would immediately threaten funding for all other municipal services; and

WHEREAS, without the 2% cap on Interest Arbitration Awards but with the 2% cap on property tax levy local budget makers could be forced to reduce other essential municipal services to fund an arbitration award;

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the Township of Berkeley Heights strongly urges the Legislature to permanently extend the 2% cap on interest arbitration awards prior to the April 1, 2014 sunset; and

BE IT FURTHER RESOLVED, that a that a copy of this duly adopted resolution be forwarded to Governor Chris Christie, Senate President Stephen Sweeney, Assembly Speaker Vincent Prieto, Sen. Thomas H. Kean, Ass. Jon M. Bramnick, Ass. Nancy F. Munoz and the Executive Director of the New Jersey State League of Municipalities.

Approved this 25th day of February, 2014.

ATTEST:

Ana Minkoff, Township Clerk

Distribution List:

Governor Chris Christie
Office of the Governor
PO Box 001
Trenton, New Jersey 08625-0001

Stephen Sweeney

**Senate President
Kingsway Commons
935 Kings Highway
Suite 400
West Deptford, New Jersey 08086**

**Vincent Prieto
Assembly Speaker
1249 Paterson Plank Road
Secaucus, New Jersey 07094**

**New Jersey League of Municipalities
222 West State Street
Trenton, New Jersey 08608**

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2013 property taxes for property known as Block #508 Lot #8 also known as 141 Forest Avenue which requires a refund in the amount of \$519.09; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2013 taxes in the amount of \$519.09 to Peter Golomb, 141 Forest Avenue, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Peter Golomb, Treasurer and Tax Collector.

APPROVED this 25th day of February, 2014.

Attest:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2013 property taxes for property known as Block #1402 Lot #4 also known as 39 Hastings Road which requires a refund in the amount of \$408.46; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2013 taxes in the amount of \$408.46 to Anthony T. & Geraldine Fernandez, 39 Hastings Road, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Anthony T. & Geraldine Fernandez, Treasurer and Tax Collector.

APPROVED this 25th day of February, 2014.

Attest:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2013 property taxes for property known as Block #3303 Lot #15.01 also known as 368 Mountain Avenue which requires a refund in the amount of \$2,623.04; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2013 taxes in the amount of \$2,623.04 to Lillian Court Associates, LLC, 145 Grassman Place, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Lillian Court Associates, LLC, Treasurer and Tax Collector.

APPROVED this 25th day of February, 2014.

Attest:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2013 property taxes for property known as Block #3303 Lot #15.02 also known as 378 Mountain Avenue which requires a refund in the amount of \$1,445.03; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2013 taxes in the amount of \$1,445.03 to Lillian Court Associates, LLC, 145 Grassman Place, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Lillian Court Associates, LLC, Treasurer and Tax Collector.

APPROVED this 25th day of February, 2014.

Attest:

**Ana Minkoff
Township Clerk**

Agenda Item

8 (a5)

**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 #1602 Lot #21 also known as 32 Brook Street which requires a refund in the amount of \$772.92; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2014 taxes in the amount of \$772.92 to Bette Hanstein, 32 Brook Street, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Bette Hanstein, Treasurer and Tax Collector.

APPROVED this 25th day of February, 2014.

Attest:

**Ana Minkoff
Township Clerk**

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

RESOLUTION

WHEREAS, Jonell Associates, 144 Garfield Street, Berkeley Heights, was required to post a cash bond in the amount of \$700.00 in connection with street opening at 19 Washington Avenue, Berkeley Heights, and the Township Engineer, having inspected the work, has recommended by letter dated February 19, 2014 that such bond be released.

NOW, THEREFORE BE IT RESOLVED, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return Cash Bond posted by Jonell Associates, together with any applicable interest.

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be forwarded to Jonell Associates, Township Treasurer and Township Engineer.

APPROVED this 25th day of February, 2014.

ATTEST:

**Ana Minkoff
Township Clerk**

8C

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

RESOLUTION

WHEREAS, Daniel Reichard, 145 Grassman Place, Berkeley Heights, was required to post a cash bond in the amount of \$900.00 in connection with street opening at 1 Lillian Court and the Township Engineer, having inspected the work, has recommended by letter dated February 19, 2014 that such bond be released.

NOW, THEREFORE BE IT RESOLVED, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return Cash Bond posted by Daniel Reichard, together with any applicable interest.

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be forwarded to Daniel Reichard, Township Treasurer and Township Engineer.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk

8(d)

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

RESOLUTION

WHEREAS, Daniel Reichard, 145 Grassman Place, Berkeley Heights, was required to post a cash bond in the amount of \$1,500.00 in connection with street opening at 2 Lillian Court and the Township Engineer, having inspected the work, has recommended by letter dated February 19, 2014 that such bond be released.

NOW, THEREFORE BE IT RESOLVED, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return Cash Bond posted by Daniel Reichard, together with any applicable interest.

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be forwarded to Daniel Reichard, Township Treasurer and Township Engineer.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk

8e

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

RESOLUTION

WHEREAS, Bob McEwan Construction Corp. was required to post a cash bond in the amount of \$45,248.16, in connection with work being performed at Berkeley Station (Sherman Avenue) and the Township Engineer, having inspected the work, has recommended by letter dated February 14, 2014 that such bond be reduced again by 30% for a new total of \$13,574.45.

NOW, THEREFORE BE IT RESOLVED, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return a portion of the cash bond posted by Bob McEwan Construction Corp, 18 Van Beuren Road, Morristown, New Jersey, 07960 in the amount of \$8,022.71, together with any applicable interest.

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be forwarded to Bob McEwan Construction Corp, Township Treasurer and Township Engineer.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED that the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in meeting assembled, that Ricardo Montolvan, 27 Bolton Blvd., Berkeley Heights, NJ 07922, is hereby appointed as an Active member of the Berkeley Heights Volunteer Fire Department effective February 25, 2014.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Ricardo Montalvan and the Fire Chief.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED that the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in meeting assembled, that Kevin Camngelo, 307 Chaucer Drive, Berkeley Heights, NJ 07922, is hereby appointed as an Active member of the Berkeley Heights Volunteer Fire Department effective February 25, 2014.

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Kevin Camngelo and the Fire Chief.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, members of the Berkeley Heights Rescue Squad are permitted by law to operate blue emergency lights on their vehicle when responding to an emergency; and

WHEREAS, the Township is required to endorse any application for “blue light” permit; and

WHEREAS, Allie Deegan, is a member of the Berkeley Heights Rescue Squad and has requested that the Township endorse the blue light permit application.

NOW, THEREFORE, BE IT RESOLVED that the appropriate municipal officials are hereby authorized to endorse the application of Allie Deegan, for a blue light permit.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to Allie Deegan, BH Rescue Squad, Police Department and Township Clerk.

APPROVED this 25th day of February, 2014.

ATTEST:

Ana Minkoff
Township Clerk