

VIII. TOWNSHIP COUNCIL REPORTS

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

IX. ADMINISTRATION REPORTS

Mayor Bruno
Township Administrator – Linda Cavanaugh

X. 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.

XI .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated March 11, 2014 in the amount of \$229,534.65.
2. 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.
3. Resolution authorizing a Professional Services Agreement with Arthur A. Linfante, MAI,CRE, and Value Research Group. LLC, for general professional appraisal services for the Township.
4. Resolution authorizing a Professional Services Agreement with Michael Mistretta N.J.P.P.; and Harbor Consultants for general professional planning services.
5. Resolution authorizing the renewal and extension of the Professional Services Agreement with Michael J. Mistretta, N.J.P.P.; L.L.A., and Harbor Consultants, Inc., for the professional planning services in connection with the Township's potential redevelopment of the existing municipal complex.
6. Resolution authorizing a settlement of the Litigation with the BAC Center of Excellence.

7. Resolution authorizing a transfer within the 2013 Municipal Budget and Reserves.
8. Resolution authorizing the Township Tax Attorney to file an appeal of the 2014 property tax assessment of the Connell Property to seek an increased assessment to reflect the true value of the property.
9. Resolution consenting to the Professional Services Agreement with James J. Ramentol, AIA, and GRA Architects, Inc., for professional architectural 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. **(AMENDING RESOLUTION #43-2014)**

10. 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. Michael & Denise Kleppinger	80 Knoll Court	\$4,117.37
2. Michael & Suzanne Chiefa	92 Orchard Lane	\$845.68
- b. Resolution removing Brett Siksnius, 45 Inwood Avenue, from the Fire Department active duty roster.
- c. Resolution removing Brian Nigro, 44 Daugherty Avenue, Gillette from the Fire Department active duty roster.
- d. Resolution removing Jeremy Santamaria, 473 Springfield Avenue, from the Fire Department active duty roster.
- e. Resolution removing Joseph Colder, 153 Chaucer Drive, from the Fire Department active duty roster.
- f. Resolution removing Thomas Balsamo, 40 Lancelot Drive, from the Fire Department active duty roster.
- g. Resolution consenting to the YMCA Mother's Day 5K Run, on May 11, 2014.
- h. Resolution consenting to the Amber Pizzo Memorial 5K Run, on July 13, 2014.

XII. 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.

XIII. ADJOURNMENT

Ana Minkoff, Township Clerk

TOWNSHIP COUNCIL MAIL RECEIVED
JANUARY 28, 2014-MARCH 7, 2014

1. Copy of letter received on January 28, 2014 from State of NJDEP to Patricia Jahnsen – re: Unrestricted use-no further action letter and covenant not to sue regarding 58 Cornell Drive.
2. Copy of letter received on January 28, 2014 from PSE & G – re: requesting road resurfacing and reconstruction program in Berkeley Heights for the upcoming year.
3. Copy of letter received on January 28, 2014 from State of NJDEP to Robert Damiano – re: Unrestricted use-no further action letter and covenant not to sue regarding 282 Garfield Street.
4. Copy of letter received on January 28, 2014 from Township of Warren – re: Ordinance #14-04 introduced on January 23, 2014 amending the NB-Business District to establish the HNB-Historic Neighborhood Business District.
5. Copy of letter received from the Township of Springfield to Joanne Rajoppi, Union County Clerk-re: Resolution passed by the Township of Springfield on February 11, 2014 urging the Governor and State Office of Emergency Management to request FEMA funding to reimburse them and other NJ municipalities for the great costs incurred due to the severe weather this year.
6. Copy of letter received from Mary Kay McMillin Early Childhood Center – re: Invitation to the Township Council members to participate and in the “Read Across America Program” during the month of March.
7. Copy of letter received on February 27, 2014 from the Township of Warren – re: Ordinance #14-04 adopted on February 20, 2014 amending the NB-Business District to establish the HNB – Historic Neighborhood Business District.
8. Copy of letter received on February 27, 2014 from the State of NJ Department of Transportation to Robert Bocchino, Township Engineer regarding Contract Award approval to Top Line Construction, Inc. for the Park Avenue South project.
9. Copy of letter received on March 7, 2014 from the State of NJDEP to Steve Schaffer – re: Unrestricted use-no further action letter and covenant not to sue regarding 154 Dogwood Lane.
10. Copy of letter received on March 7, 2014 from the State of NJDEP to Carol Nowak – re: Unrestricted use-no further action letter and covenant not to sue regarding 26 Washington Avenue.

Agenda Item

*f*

**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 3/11/14, in the amount of \$229,534.65 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 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 2

**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 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 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 3

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

RESOLUTION

WHEREAS, there exists a need for general professional appraisal services for the Township of Berkeley Heights; 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, Arthur A. Linfante, III, MAI, CRE, and Value Research Group, LLC, submitted a proposal dated February 7, 2014, for the provision of general professional appraisal services to the Township (the "Proposal") at a rate of \$150.00 per hour; and

WHEREAS, prior to the execution of a contract Value Research Group, LLC, will have completed and submitted a Business Entity Disclosure Certification which certifies that no reportable contributions have been made 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 the making of 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 Arthur A. Linfante, III, MAI, CRE, and Value Research Group, LLC for the general professional appraisal services for the Township.

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 Township Clerk are hereby authorized and directed to execute the Township's Professional Services Agreement with Arthur A. Linfante, III, MAI, CRE, and Value Research Group, LLC for the professional appraisal services for the Township for a fee not to exceed One Hundred Fifty and 00/100 (\$150.00) Dollars per hour.
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. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
4. 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 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 4

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

RESOLUTION

WHEREAS, there exists a need for general professional planning services for the Township of Berkeley Heights; 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 solicited proposals for the provision of general professional planning services for the Township, and received two proposals in response thereto; and

WHEREAS, on or about February 11, 2014, Michael Mistretta N.J.P.P., and Harbor Consultants, submitted a proposal for the provision of general professional planning services to the Township (the "Proposal") at a rate of \$125.00 per hour for planning services, which was the most beneficial proposal for the Township; and

WHEREAS, prior to the execution of a contract, Michael Mistretta, on behalf of Harbor Consultants, 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 in the 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 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 Michael Mistretta N.J.P.P., and Harbor Consultants for the general professional planning services for the Township.

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 Township Clerk are hereby authorized and directed to execute the Township's Professional Services Agreement with Michael Mistretta N.J.P.P., and Harbor Consultants for the professional planning services for the Township for a fee not to exceed One Hundred Twenty Five and 00/100 (\$125.00) Dollars per hour for planning services.
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. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
4. 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 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 5

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

RESOLUTION

WHEREAS, there continue to exist a need for the professional planning services in connection with the Township of Berkeley Heights potential redevelopment of the existing municipal complex; and

WHEREAS, the Township and Harbor Consultants, Inc. had previously entered into a professional services contract for the provision of such professional services pursuant to 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, pursuant to the terms of the proposal submitted by Michael J. Mistretta, N.J.P.P., L.L.A., of Harbor Consultants, Inc., dated February 4, 2013, to the Township to provide professional planning services in connection with the Township's potential redevelopment of the existing municipal complex (the "Proposal"), the Township desires to renew and extend the professional services contract; and

WHEREAS, prior to the execution of a contract Harbor Consultants, Inc. will have completed and submitted a Business Entity Disclosure Certification which certifies that no reportable contributions have been made 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 the making of 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 renew and extend the Professional Services Agreement with Michael J. Mistretta, N.J.P.P., L.L.A., and Harbor Consultants, Inc., for the professional planning services in connection with the Township's potential redevelopment of the existing municipal complex.

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 Professional Services Agreement with Michael J. Mistretta, N.J.P.P., L.L.A., and Harbor Consultants, Inc., for the professional planning services in connection with the Township of Berkeley Heights' potential redevelopment of the existing municipal complex for the consideration set forth in the Proposal is hereby renewed and extended for an additional year; and the Mayor and Clerk are authorized to execute the appropriate

agreement to memorialize same.

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 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 6

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

RESOLUTION

WHEREAS, BAC Center of Excellence, LLC (the "BAC"), filed litigation against the Township of Berkeley Heights, entitled BAC Center of Excellence, LLC v. Township of Berkeley Heights, Docket No. SOM-L-143-12, which was appealed to the Appellate Division, Docket No. A-3537-12T2 (the "Litigation"), in connection with the provision of sewer service to the proposed development of an indoor aquatic facility on the property identified as Block 208, Lots 2, 7, 9, 10, 11, 12 & 19, in the Township of Warren, and Block 2704, lot 3 in the Township of Berkeley Heights (the "Property"); and

WHEREAS, during the pendency of the appeal, the parties agreed to a settlement of the Litigation; and

WHEREAS, pursuant to the terms of the settlement, the BAC agreed to withdraw its claims against the Township in exchange for the Township to agreeing not to oppose the BAC's connection of up to twenty-three (23) residential sewer connections for the potential residential development of the Property pursuant to the terms of the Sewer Use Agreement between the Township and Warren Township Sewerage Authority ("WTSA"), dated May 31, 2000; and

WHEREAS, the terms and conditions of settlement have been memorialized into a written Settlement Agreement and Release, in the form attached hereto and made a part hereof; and

WHEREAS, the Township Council of the Township of Berkeley Heights finds it to be in the best interest of the Township to enter into the settlement with the BAC thereby resolving the Litigation.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes and approves the settlement of the Litigation with the BAC pursuant to the terms and conditions set forth in the attached Settlement Agreement.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized to sign and execute the Settlement Agreement in the form attached hereto.

BE IT FURTHER RESOLVED that the Mayor, Township Administrator, Township Clerk, Township Attorney, and other appropriate municipal officials are hereby authorized to take any and all actions required to complete the settlement and fulfill the purpose of this Resolution; and

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

APPROVED this 11th day of March, 2013.

ATTEST:

Ana Minkoff
Township Clerk

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement”) is made this _____ day of _____, 201__ by and between plaintiff BAC CENTER OF EXCELLENCE, LLC (“Plaintiff”), with a mailing address of P.O. Box 215, Berkeley Heights, New Jersey, and defendant the TOWNSHIP OF BERKELEY HEIGHTS, (“Defendant”), with a principal place of business located at 29 Park Avenue, Berkeley Heights, New Jersey. Plaintiff and Defendant shall be referred to as the “Parties.”

WHEREAS, a dispute developed between the Parties concerning a tract of real property located along Hillcrest Road, Emerson Lane and Watchung Heights Avenue, which is currently identified on the Warren Township Tax Map as Block 208, Lots 2, 7, 9, 10, 11, 12 & 19 (the “Warren Property”) and on the Berkeley Heights Tax Map as Block 2704, Lot 3 (the “BH Property”) (collectively with the Warren Property, simply, the “Property”), which dispute Plaintiff took to the Superior Court of New Jersey, Somerset County, in a matter captioned BAC Center of Excellence, LLC v. Township of Berkeley Heights, bearing docket number SOM-L-143-12, which on appeal bears the docket number A-3537-12T2 in the Appellate Division (the “Action”); and

WHEREAS, the Parties have amicably resolved the Action and wish to memorialize the resolution thereof by way of this Settlement Agreement;

NOW, THEREFORE, it is agreed as follows:

1. This Settlement Agreement represents the entire agreement between the Parties relating to the subject matter of the Action. All prior settlement discussions merge into this Settlement Agreement.
2. The Parties acknowledge and agree that the settlement of the Action, the consideration referenced herein, and the execution of this Settlement Agreement, are the result of compromise and are entered into in good faith and shall never for any purpose be considered an admission of liability or of responsibility concerning any of the claims referred to in the Action, and no past or present wrongdoing on the part of any of them shall be implied by such consideration or execution.
3. The Parties agree that the resolution of the Action, the terms referenced in Paragraphs 4 and 5 below, and elsewhere, are good and valuable consideration for the making of this Settlement Agreement, and further acknowledge that they will seek no further money, or other valuable consideration of any nature whatsoever, from each other.
4. Plaintiff, its owners, members, predecessors, successors, insurers, assigns, officers, directors, employees, agents, attorneys, representatives, shareholders, stockholders, subsidiary companies, parent companies, suppliers, subcontractors, affiliated companies, and each of them (“RELEASOR”), does hereby agree to release and forever

discharge Defendant, its owners, landlords, members, predecessors, successors, insurers, assigns, officers, directors, employees, agents, attorneys, representatives, shareholders, stockholders, subsidiary companies, parent companies, suppliers, subcontractors, affiliated companies, and each of them ("RELEASEE"), from any and all claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities, and indemnities of any nature whatsoever, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether known or unknown, which as of the date of this Settlement Agreement, RELEASOR had, now has, or claims to have against RELEASEE, including but not limited to those raised in the Action. This release includes any right for any reason whatsoever to claim or seek damages, attorneys' fees, costs or any other legal or equitable relief of any kind or type in any forum.

5. Defendant, its owners, members, predecessors, successors, insurers, assigns, officers, directors, employees, agents, attorneys, representatives, shareholders, stockholders, subsidiary companies, parent companies, suppliers, subcontractors, affiliated companies, and each of them ("RELEASOR"), does hereby agree to release and forever discharge Plaintiff, its owners, members, predecessors, successors, insurers, assigns, officers, directors, employees, agents, attorneys, representatives, shareholders, stockholders, subsidiary companies, parent companies, suppliers, subcontractors, affiliated companies, and each of them ("RELEASEE"), from any and all claims, demands, obligations, losses, causes of action, damages, penalties, costs, expenses, attorneys' fees, liabilities, and indemnities of any nature whatsoever, whether based on contract, tort, statute, or other legal or equitable theory of recovery, whether known or unknown, which as of the date of this Settlement Agreement, RELEASOR had, now has, or claims to have against RELEASEE, including but not limited to those raised in the Action. This release includes any right for any reason whatsoever to claim or seek damages, attorneys' fees, costs or any other legal or equitable relief of any kind or type in any forum.

6. Nothing about the releases reflected in paragraphs 4 and 5, above, are intended to release any claims for non-performance of the Settlement Agreement.

7. Defendant acknowledges that Plaintiff¹, now as a result of this Settlement Agreement, intends to develop the Property for residential use, as opposed to the previously contemplated development for a proposed indoor aquatic complex. Defendant acknowledges it will not oppose, either directly or indirectly, Plaintiff's connection of up to twenty-three (23) residential sewer connections for the residential development of the Property. Notwithstanding the foregoing, Plaintiff is free to pursue development for any use. Defendant is free to oppose Plaintiff's development if other than residential.

8. Defendant agrees to allow Plaintiff to make twenty-three (23) residential sewer connections from the Property to the Berkeley Heights sewer system (or such fewer connections as Plaintiff may request), either directly or through the Warren Township Sewerage Authority ("WTSA"). Defendant covenants and agrees to take any and all affirmative steps necessary to facilitate such connections, including but not limited to

¹ In paragraphs 7 and 8 of this Agreement, "Plaintiff" also includes Plaintiff's successors and assigns, as applicable.

amending the Sewer Use Agreement between the Warren Township Sewerage Authority and the Township of Berkeley Heights, dated May 31, 2000, and/or preparing and executing such other papers as may be necessary.

9. This Settlement Agreement binds the Parties, anyone who succeeds to their rights and responsibilities, such as their heirs, executors and/or assigns.

10. It is acknowledged and agreed that counsel for the Parties have reviewed this Settlement Agreement and contributed to the drafting of same, and accordingly the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Settlement Agreement.

11. In the event that one or more of the provisions or portions of this Settlement Agreement is determined to be illegal or unenforceable, the remainder of this Settlement Agreement, as the case may be, shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

12. This Settlement Agreement is entered into under the laws of the State of New Jersey and shall be construed and interpreted in accordance with the laws of the State of New Jersey. The Parties shall have the right to enforce this Settlement Agreement through an action filed in the Superior Court of New Jersey, County of Somerset.

13. This Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same binding instrument.

14. The Parties represent that they have completely read this Settlement Agreement, fully understand its terms and voluntarily accept same of their own choice. The Parties further represent and acknowledge that they have been provided with the opportunity to review this Settlement Agreement with legal counsel. The Parties represent and acknowledge that in executing this Settlement Agreement, each has not relied and does not rely on any representations or statements not set forth in this Settlement Agreement.

15. Upon the execution of this Settlement Agreement, which execution shall not be unreasonably delayed, the Parties shall within five (5) days file a stipulation of dismissal with the Court, dismissing the Action with prejudice and without costs. Counsel for Defendant shall prepare the stipulation of dismissal.

16. Notice shall be by written communication with appropriate confirmation of delivery, such as by Federal Express, certified mail return receipt requested, or other similar means.

a. Notice to Plaintiff shall be to C. John DeSimone, III, Esq., Porzio, Bromberg & Newman, P.C., 100 Southgate Parkway, P.O. Box 1997, Morristown, New Jersey 07962-1997.

b. Notice to Defendant shall be to Joseph V. Sordillo, Esq., McElroy, Deutsch, Mulvaney & Carpenter LLP, 1300 Mt. Kemble Avenue, P.O. Box 2075, Morristown, New Jersey 079.

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#7

**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, Union County, New Jersey, in the meeting assembled, that the following transfers within the 2013 Municipal Budget and Reserves are hereby authorized:

<u>Account Description</u>	<u>To:</u>	<u>From:</u>
Tax Assessment O/E	\$ 5,000.00	
Legal O/E	12,500.00	
Engineering Services O/E	2,100.00	
Fire Department O/E	11,500.00	
Other Sewer Expense O/E	1,850.00	
Electricity	42,175.00	
Municipal Clerk O/E		5,000.00
Uniform Construction Code O/E		5,125.00
Community on Cable O/E		7,500.00
Sewer Plant O/E		7,500.00
Gasoline		50,000.00
TOTALS	\$ 75,125.00	\$ 75,125.00

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION RESERVES TRANSFER RESOLUTION
EXPLANATORY STATEMENT

Account Description / Number		Amount	
To:	From:	To:	From:
Tax Assessment O/E	Municipal Clerk O/E	\$ 5,000.00	
		\$ 5,000.00	\$ 5,000.00
		<u>\$ 5,000.00</u>	<u>\$ 5,000.00</u>
<u>Explanatory Statement:</u>			
Increase in costs for professionals associated with tax appeals.			
Legal O/E	Uniform Construction Code O/E	\$ 12,500.00	
	Community on Cable O/E		\$ 5,125.00
		\$ 12,500.00	7,375.00
		<u>\$ 12,500.00</u>	<u>\$ 12,500.00</u>
<u>Explanatory Statement:</u>			
Additional cost for legal due to OPRA, Little Flower, BAC and labor negotiations.			
Engineering Services O/E	Community on Cable O/E	\$ 2,100.00	
	Sewer Plant O/E		\$ 125.00
		\$ 2,100.00	1,975.00
		<u>\$ 2,100.00</u>	<u>\$ 2,100.00</u>
<u>Explanatory Statement:</u>			
Award of bid for local aid project engineering costs. Award made in late 2013.			
Fire Department O/E	Sewer Plant O/E	\$ 11,500.00	
	Gasoline		\$ 5,525.00
		\$ 11,500.00	5,975.00
		<u>\$ 11,500.00</u>	<u>\$ 11,500.00</u>
<u>Explanatory Statement:</u>			
Predominately costs associated with Engine #2 repairs (head gaskets) incurred in 2013.			

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION RESERVES TRANSFER RESOLUTION
EXPLANATORY STATEMENT - CONT'D

Account Description / Number		Amount	
To:	From:	To:	From:
Other Sewer Expense O/E	Gasoline	\$ 1,850.00	\$ 1,850.00
		\$ 1,850.00	\$ 1,850.00
<u>Explanatory Statement:</u>			
Increase in billing from New Providence for Sewer Usage based on increased flow.			
Electricity	Gasoline	\$ 42,175.00	\$ 42,175.00
		\$ 42,175.00	\$ 42,175.00
<u>Explanatory Statement:</u>			
Oct-Dec 2013 utility billings for WPCP received in 2014.			
		<u>\$ 75,125.00</u>	<u>\$ 75,125.00</u>

Agenda Item No.: 8

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

RESOLUTION

WHEREAS, The Connell Company owns real property identified as Block 4301, Lot 1.02, Block 4102, Lot 1, Block 4301, Lot 1.011 and Block 4301, Lot 1.012 in the Township of Berkeley Heights, commonly known as 100 Connell Drive, 200 Connell Drive, 300 Connell Drive and 400 Connell Drive (the "Connell Property"); and

WHEREAS, the Township authorized an investigation of the property tax assessment for the Connell Property; and

WHEREAS, accordingly, the Township finds it to be the best interest of the Township to authorize the Township Tax Attorney to file an appeal of the 2014 property tax assessment of the Connell Property to seek an increased assessment to reflect the true value of the property.

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 Township Tax Attorney, Martin Allen, Esq., of DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis, Lehrer & Flaum, P.C., to file a tax appeal of the 2014 property tax assessment of the Connell Property for an increased assessment to reflect the true value of the property.

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

Approved this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 9

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

AMENDED RESOLUTION
(Amending Resolution #43-2014)

WHEREAS, the Township has entered into a professional services agreement with James J. Ramentol, AIA, of GRA Architects, Inc., for the provision of architectural 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, James J. Ramentol, AIA, of GRA Architects, Inc., submitted a supplemental proposal dated December 6, 2013, to the Township to provide additional professional architectural services and a more detailed analysis of the development and costs of the Township's new municipal complex in connection with the potential land swap with Little Flower Church (the "Proposal"), which is attached hereto and made a part hereof; and

WHEREAS, prior to the execution of a contract, Mr. Ramentol, on behalf of GRA Architects, 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 in the 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 the additional Professional Services Agreement with James J. Ramentol, AIA, and GRA Architects, Inc., for professional architectural 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 Township Clerk are hereby authorized and directed to execute the attached Professional Services Agreement with James J. Ramentol, AIA, and GRA Architects, Inc., for the additional professional architectural services and more detailed analysis of the development and costs of the Township's new municipal complex in

connection with the potential land swap with Little Flower Church for the consideration set forth in the Proposal attached hereto.

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 ~~2014 operating budget~~ **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 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item

10 (a1)

**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 #3201 Lot #2 also known as 630 Plainfield Avenue which requires a refund in the amount of \$4,117.37; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2014 taxes in the amount of \$4,117.37 to Robert & Denise Kleppinger, 80 Knoll Court, Millington, NJ 07946

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Robert & Denise Kleppinger, Treasurer and Tax Collector.

APPROVED this 11th day of March, 2014.

Attest:

**Ana Minkoff
Township Clerk**

Agenda Item

10(22)

**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 #3002 Lot #5 also known as 92 Orchard Lane which requires a refund in the amount of \$845.68; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2014 taxes in the amount of \$845.68 to Michael & Suzanne Chiefa, 92 Orchard Lane, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Michael & Suzanne Chiefa, Treasurer and Tax Collector.

APPROVED this 11th day of March, 2014.

Attest:

Ana Minkoff
Township Clerk

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

Agenda Item

10(b)

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 the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Brett Siksnius, 45 Inwood Avenue, Berkeley Heights, NJ 07922

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

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

Agenda Item

#

10(C)

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 the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Brian Nigro, 44 Daugherty Avenue, Gillette, NJ 07933

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

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

Agenda Item

1061

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 the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Jeremy Santamaria, 473 Springfield Avenue, Berkeley Heights, NJ

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

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

Agenda Item

#

10(e)

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 the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Joseph Colder, 153 Chaucer Drive, Berkeley Heights, NJ

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

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

Agenda Item

10 F

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 the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Thomas Balsamo, 40 Lancelot Drive, Berkeley Heights, NJ

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

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, the YMCA has requested permission to hold its annual Mother's Day 5K Run on May 11, 2014; and

WHEREAS, the Township Council believes that the event is in the best interest of the community.

NOW THEREFORE BE IT RESOLVED, that permission is hereby granted to the YMCA for its annual 5K run provided that it complies with all conditions imposed by the Township Police Department, Fire Department and Rescue Squad.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to the Police Department, Fire Department, Rescue Squad, and the YMCA,

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, George Pizzo has requested permission to hold their 9th Annual “Amber Pizzo Memorial 5K Run/Walk” on Sunday, July 13, 2014 to raise awareness and promote safety and safe driving while raising money for the Amber Pizzo Memorial Fund dedicated to providing annual scholarships to GLHS graduates and the Berkeley Heights Rescue Squad; and

WHEREAS, the Township Council believes that the event is in the best interest of the community.

NOW THEREFORE BE IT RESOLVED, that permission is hereby granted to George Pizzo to hold their 9th annual “Amber Pizzo Memorial 5K Run/Walk provided that it complies with all conditions imposed by the Township Police Department, Fire Department and Rescue Squad.

BE IT FURTHER RESOLVED, that copies of this resolution are to be forwarded to the Police Department, Fire Department, Rescue Squad, APMF and the Township Clerk.

APPROVED this 11th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk