

**Township of Berkeley Heights
Union County, New Jersey
January 6, 2015**



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

COUNCIL MEMBERS:

- Edward Delia
- Marc Faecher
- Kevin Hall
- Jeanne Kingsley
- Craig Pastore
- Thomas Pirone
- Robert Woodruff, Mayor

AGENDA FOR PUBLIC MEETING

- I. CALL TO ORDER - 7:00 PM**

- II. ROLL CALL**

- III. EXECUTIVE SESSION**

- OPEN SESSION**

- IV. FLAG SALUTE**

- V. CONFERENCE SESSION – Tom McAndrew, WPCP – Year End Review & Future Overview**

- VI. REGULAR AGENDA**

VII. TOWNSHIP COUNCIL REPORTS

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

VIII. ADMINISTRATION REPORTS

Mayor Woodruff
Township Administrator – John Bussiculo

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 authorizing a Shared Services Agreement with the Borough of Madison for the provision of IT Services for the Township.
2. Resolution authorizing a Professional Services Agreement with James J. Ramentol, AIA, and GRA Architects, Inc. for professional architectural services.
3. Resolution appointing John T. Bussiculo as Township Administrator.
4. Resolution authorizing the professional services contract with Van Clef for the provision of on-call licensed operator (S-4) services for the Township Water Pollution Control plant from January 1, 2015 to December 31, 2015.

5. 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 removing James Feakes, 18 Hamilton Avenue, Berkeley Heights, from the active duty roster of the Berkeley Heights Fire Department.

- b. Resolution removing Matt Ward, 11 Raleigh Court, Berkeley Heights, from the active duty roster of the Berkeley Heights Fire Department.

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**

Agenda Item No.: |

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

RESOLUTION

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

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

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

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

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

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

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

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

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

APPROVED this 6th day of January, 2015.

ATTEST:

Ana Minkoff, Township Clerk

**SHARED SERVICES AGREEMENT
WITH THE Township of Berkeley Heights**

SHARED INFORMATION TECHNOLOGY SERVICES

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

WITNESSETH

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

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

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

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

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

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

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth,

the Parties agree as follows:

1. Madison shall provide Berkeley Heights with up to six (6) hours of IT Support per day, subject to existing work load obligations.

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

3. Berkeley Heights will be billed on a monthly basis for the IT Support as follows:

- \$500 base charge monthly
- \$75 an hour for remote access sessions or phone support in excess of 15 minutes taking place during "normal business hours," defined as between 8:30 AM and 5:00 PM, Monday through Friday.
- \$100 an hour with a 1 hour minimum for remote access sessions or phone support taking place outside of normal business hours, or on Holidays or weekends.
- \$75 an hour with a one hour minimum for on-site sessions taking place during normal business hours.
- \$100 an hour with a two hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

Madison shall provide Berkeley Heights with monthly documentation of the IT Support services rendered.

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

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

5. This Agreement shall commence on or about January 1, 2015 and will end on December 31, 2015.

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

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

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

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

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

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

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

13. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or

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

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

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

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

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

ATTEST:

BOROUGH OF MADISON

Elizabeth Osborne, Borough Clerk

By:

Robert H. Conley, Mayor

ATTEST:

Township of Berkeley Heights

Ana Minkoff, Township Clerk

By:

Robert Woodruff, Mayor

Agenda Item No: 2

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

RESOLUTION

WHEREAS, the Township has entered into professional services agreements with James J. Ramentol, AIA, of GRA Architects, Inc., for the provision of architectural services in connection with the Township of Berkeley Heights' potential development of a new municipal complex and library as a result of a potential land swap with Little Flower Church, as well as the potential redevelopment of the existing municipal complex and library building; and

WHEREAS, the Township is need of continued architectural services in connection with the public hearings to be held on the Township's potential land swap, development of a new municipal complex and library or redevelopment of the existing municipal complex and library building; 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 15, 2014, to the Township to provide professional architectural services and attend the public hearings before the Township Council (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 she 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 her 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 Professional Services Agreement with James J. Ramentol, AIA, and GRA Architects, Inc., for professional architectural services in connection with the public hearings to be held on the Township's potential land swap, development of a new municipal complex and library or redevelopment of the existing municipal complex and library building.

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 professional architectural services and attendance at the public hearings before the Township Council 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 Engineering Services – 4-01-20-715-020 - \$20,000.00 and Planning Board O/E – 4-01-21-720-020 - \$1,100.00.
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 6th day of January, 2015.

ATTEST:

Ana Minkoff
Township Clerk

#3

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights is governed pursuant to the Mayor-Council-Administrator form of government, N.J.S.A. 40:69A-149.1, et seq., of the Optional Municipal Charter Law, N.J.S.A. 40:69A-1, et seq. (“Faulkner Act”); and

WHEREAS, pursuant to N.J.S.A. 40:69A-149.8, the Mayor has nominated John T. Bussiculo as Township Administrator, subject to the advice and consent of the Township Council, effective January 1, 2015 and

WHEREAS, the Township Council desires to consent to said nomination;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that the Township Council hereby consents to the appointment of John T. Bussiculo as Township Administrator for the term prescribed by law; and

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the appointee and the Township Clerk; and

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

APPROVED this 6th day of January, 2015.

ATTEST:

Ana Minkoff
Township Clerk

#4

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights desires to renew the professional services agreement with Van Cleef Engineering Associates (“Van Cleef”) for the provision of on-call licensed operator (S-4) services by a professional engineering services for the Township Water Pollution Control Plant from January 1, 2015 to December 31, 2015; and

WHEREAS, NJAC 7:10A-1.10(f) requires that anytime the licensed operator is unavailable to cover the system for which he or she is the licensed operator, the owner shall obtain the services of a licensee holding a license not more than one class lower than the classification required for the operation of the system to cover the system during the unavailability of the licensed operator; and

WHEREAS, the Township and Van Cleef 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 , which allows for the awarding of a contract for "professional services" without public advertising for bids; and

WHEREAS, by Resolution No. 179-2014, the Township authorized the professional contract with Van Cleef for the period of August 2014 through December 31, 2014; and

WHEREAS, Van Cleef submitted a proposal to renewal the professional services contract with the Township and continue to provide on-call licensed operator (S-4) services at hourly rate of \$115.00, with no charge for mileage; and

WHEREAS, the Director of the Water Pollution Control Plant has recommended Van Cleef as an engineering firm with the qualifications and experience necessary to provide the services desired; and

WHEREAS, the Township Council has determined that Van Cleef is qualified to provide the services desired; 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 interests of the Township to authorize the professional services contract with Van Cleef for the provision of on-call licensed operator (S-4) services for the Township Water Pollution Control Plant from January 1, 2015, to December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes the professional services agreement with Van Cleef Engineering Associates of 299 Cherry Hill Road, Suite 102,

Parsippany, New Jersey, 07054, for on-call licensed operator (S-4) services for the Township Water Pollution Control Plant from the period of January 1, 2015, to December 31, 2015.

BE IT FURTHER RESOLVED that the appropriate municipal officials shall execute the professional services agreement with Van Cleef.

BE IT FURTHER RESOLVED that the Township Treasurer is authorized to process payment to Van Cleef pursuant to the professionals services agreement upon receipt of properly completed vouchers.

BE IT FURTHER RESOLVED that the Township Clerk shall advertise the award of this contract as required by law.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to Van Cleef, the Township Administrator, the Township Treasurer, and the Director of the Water Pollution Control Plant.

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

APPROVED this 6th day of January, 2015.

ATTEST:

Ana Minkoff, Township Clerk

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

Agenda Item

5a

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;

James Feakes, 18 Hamilton Avenue, Berkeley Heights, NJ 07922

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

APPROVED this 6th day of July, 2015.

ATTEST:

Ana Minkoff
Township Clerk

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

Agenda Item

5b

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;

Matt Ward, 11 Raleigh Court, Berkeley Heights, NJ 07922

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

APPROVED this 6th day of July, 2015.

ATTEST:

Ana Minkoff
Township Clerk