

- 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. PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE INTRODUCED ON FEBRUARY 24, 2015.

- (1) “AN ORDINANCE AMENDING THE MINIMUM AND MAXIMUM RATE OF SALARY AND COMPENSATION OF ELECTED AND APPOINTED TOWNSHIP OFFICIALS, AND NON-UNION EMPLOYEES IN THE VARIOUS MUNICIPAL DEPARTMENTS OF THE TOWNSHIP OF BERKELEY HEIGHTS.”**

XI .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated March 10, 2015 in the amount of \$172,148.78.
2. Resolution awarding bid for improvements to Glenside Road, to Top Line Construction, 22 Fifth Street, Somerville, NJ 08876 in the amount of \$402,629.36.
3. Resolution declaring the intent of the Township of Berkeley Heights to fully comply with its current and future Mount Laurel obligations and to serve as the “Catalyst for change” to render any Mount Laurel lawsuits as “Unnecessary litigation”.
4. Resolution creating a Mount Laure Committee to assist the Township in addressing affordable housing issue.
5. Resolution authorizing the third Annual Berkeley Heights Street Fair on Sunday, June 28, 2015.

6. Resolution authorizing a Task Force to carry out review and analysis of the Township's future growth and development, and provide advice and recommendations to the Mayor and Council.
7. Resolution authorizing the Township to enter into a Developer's Agreement with New Jersey CVS Pharmacy, LLC, for the property identified as Block 701, Lots 2 and 3, 410 Springfield Avenue.

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 removing Joe Loaiza, 1011 Mountain Avenue, from the Active Roster of the Berkeley Heights Fire Department.

XII. ORDINANCES

INTRODUCTION OF ORDINANCES

Public Hearing and Final Adoption scheduled for March 24, 2015.

- (2) **“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, STATE OF NEW JERSEY, AMMENDING, REVISING AND SUPPLEMENING CHAPTER 10.36 ENTITLED “PARKING RESTRICTIONS” OF TITLE 10 ENTITLED “VEHICLES AND TRAFFIC” OF THE CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS TO ESTABLISH AND AMEND THE PARKING REGULATIONS ON A PORTION OF VARIOUS ROADWAYS.”**(Explanation: This ordinance establishes and amends the parking regulations on portions of various roadways near the Governor Livingston High School.)

XIII. 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.

XIV. ADJOURNMENT

**Ana Minkoff
Township Clerk**

TOWNSHIP COUNCIL CORRESPONDENCE

February 2015

1. Copy of correspondence from Emergency Medical Associates, received February 2, 2015, regarding the company being acquired by the EmCare segment of Envision Healthcare Holdings, Inc.
2. Copy of Paulus, Sokolowski and Sartor correspondence received on February 11, 2015, regarding Multi-Permit Application for Freshwater Wetlands General Permit No. 1, Coastal General Permit No. 23, Coastal Wetlands Permit, Flood Hazard Area Individual Permit, Water Quality Certificate, JCP&L, Vegetative Maintenance, Utility Infrastructure Maintenance, Repair and Replacement Activities, 235 Municipalities, 13 Counties, New Jersey.
3. Copy of Ordinance No. 762-2015, received on February 20, 2015, from the Board of Chosen Freeholders, County of Union, regarding the Adoption of such ordinance on February 19, 2015, authorizing the refund of \$70,000,000 aggregate principal amount of outstanding bonds of the County of Union, State of New Jersey, appropriating a sum not exceeding \$70,000,000 to pay the cost thereof and authorizing the issuance of not exceeding \$70,000,000 aggregate principal amount of refunding bonds of said county to finance such appropriation.
4. Copy of Resolution No. 15-66, received on February 20, 2015, from Piscataway Township, regarding seeking League assistance in advancing legislation regarding the issue of significant property tax exempt land.

Explanation: This Ordinance amends the Township's current Salary Ordinance (Ordinance #6-2014) to update and add the salary ranges for the various positions.

AN ORDINANCE AMENDING THE MINIMUM AND MAXIMUM RATE OF SALARY AND COMPENSATION OF ELECTED AND APPOINTED TOWNSHIP OFFICIALS, AND NON-UNION EMPLOYEES IN THE VARIOUS MUNICIPAL DEPARTMENTS OF THE TOWNSHIP OF BERKELEY HEIGHTS

BE IT ORDAINED by the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, pursuant to N.J.S.A. 40A:5-19 and N.J.S.A. 40A:9-10, that the Township's Salary Ordinance (Ordinance #4-2013 as amended by Ordinance No. 8-2013) as follows: [New language **bold and underlined**, and deleted language in ~~double strikethrough.~~]

SECTION 1.

The annual salaries and wages of the elected and appointed officials of the Township and certain non-union Township employees in the various municipal departments of the Township of Berkeley Heights shall be fixed from time to time by the Township Council by Resolution and, except as provided herein shall not be less than the minimum amounts nor more than the maximum amounts hereinafter set forth for each position.

| <u>DEPARTMENT</u> | <u>POSITION</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|---------------------------------------|--------------------------|-------------------------|--------------------------|
| Administration & Executive | Mayor | 1.00 | 4,000.00 |
| | Council Members | 1.00 | 3,500.00 |
| | | | <u>135,150.00</u> |
| | Township Administrator | 60,000.00 | 127,500.00 |
| | | | <u>54,060.00</u> |
| | Executive Assistant | 25,000.00 | 51,000.00 |
| | | | <u>48,654.00</u> |
| | Administrative Assistant | 25,000.00 | 45,900.00 |
| | | | <u>95,145.00</u> |
| | Township Clerk | 50,000.00 | 89,760.00 |
| | | <u>63,600.00</u> | |
| Acting Township Clerk | 35,000.00 | 60,000.00 | |
| | | <u>54,060.00</u> | |
| Deputy Township Clerk | 25,000.00 | 51,000.00 | |

| | | | |
|--|---|----------------------|--------------------------|
| | | | <u>108,120.00</u> |
| Finance Department | Treasurer/Chief Financial Officer | 60,000.00 | 102,000.00 |
| | | | <u>54,060.00</u> |
| | Tax Assessor | 20,000.00 | 51,000.00 |
| | | | <u>65,090.00</u> |
| | Tax Collector | 20,000.00 | 61,407.00 |
| Municipal Court Legal | Municipal Judge | 10,000.00 | 35,700.00 |
| | Township Attorney | 30,000.00 | 61,200.00 |
| | Municipal Prosecutor | 10,000.00 | 20,400.00 |
| | Public Defender | 3,000.00 | 10,200.00 |
| | Planning Board Attorney | 2,000.00 | 5,100.00 |
| | Board of Adjustment Attorney | 2,000.00 | 5,100.00 |
| Public Works - Engineering Division | Township Engineer_/ Director of Public Works | 45,000.00 | <u>108,970.00</u> |
| | | | 102,802.00 |
| | Asst. Dir. of Public Works | 45,000.00 | <u>82,712.00</u> |
| | | | 78,030.00 |
| | | | <u>65,508.00</u> |
| | Zoning Official (Tree Inspector & Code Review Officer) | 30,000.00 | 61,800.00 |
| | | | <u>86,496.00</u> |
| | Construction Official | 60,000.00 | 81,600.00 |
| Stipends | Dispatcher/Asst Terminal Agency Coordinator | 1.00 | 2,500.00 |
| | <u>Board of Health Secretary</u> | <u>1.00</u> | <u>4,000.00</u> |
| Fire | Fire Official | 1.00 | 13,000.00 |

| | | | |
|--|--|--------------------------------|--|
| | | | <u>127,200.0</u> |
| Sewer Plant | Superintendent of Wastewater Management | 85,000.00 | 120,000.0 |
| | Acting Superintendent of Wastewater Management | 50,000.00 | <u>79,500.0</u> 75,000.0 |
| Police Dept | Chief | 90,000.00 | 156,060.0 |
| | Police Secretary | 28,000.00 | <u>54,060.0</u> 51,000.0 |
| | Confidential Secretary | 28,000.00 | <u>59,466.0</u> 56,100.0 |
| | Special Police (per hr) | <u>8.38</u> 7.75 | 30.0 |
| | Special Police Matrons (per hr) | <u>8.38</u> 7.25 | 30.0 |
| | Crossing Guards (per hr) | <u>8.38</u> 7.25 | 30.0 |
| Emergency Management | Emergency Management Coordinator | 500.00 | 5,500.00 |
| | Assistant Emergency Management Coordinator | 500.00 | 1,500.00 |
| Part Time <u>Hourly</u> Employees | | <u>8.38 Hr.</u> | |
| | Level 1 - Under 20 Hrs, Seasonal | 7.25/Hr | 18.00/Hr |
| | Level 2 - Under 20 Hrs, Permanent Casual | 10.00/Hr | 30.00/Hr |
| | Level 3 - Under 20 Hrs, Permanent Casual w/ License * | 20.00/Hr | 45.00/Hr |
| | Level 4 - Over 20 Hrs, Seasonal | 7.25/Hr | 18.00/Hr |
| | Level 5 - Over 20 Hrs, Permanent | 10.00/Hr | 30.00/Hr |
| | Level 4 <u>6</u> - Over 20 Hrs, Permanent <u>Part Time</u> w/ License * | 20.00/Hr | 45.00/Hr. |

* This includes all Sub code officials.

SECTION 2.

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

SECTION 3.

All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 4.

The provisions of this Ordinance shall be effective according to law.

Introduced:

Adopted:

Robert Woodruff
Mayor

ATTEST:

Ana Minkoff
Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2015

“AN ORDINANCE AMENDING THE MINIMUM AND MAXIMUM RATE OF SALARY AND COMPENSATION OF ELECTED AND APPOINTED TOWNSHIP OFFICIALS, AND NON-UNION EMPLOYEES IN THE VARIOUS MUNICIPAL DEPARTMENTS OF THE TOWNSHIP OF BERKELEY HEIGHTS.”

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **February 24, 2015** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **March 10, 2015** at **7:00** p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk’s office in said Municipal Building, to the members of the general public who shall request the same.

Ana Minkoff
Township Clerk

| ROLL CALL | AYE | NAY | ABSTAIN | ABSENT |
|------------------|------------|------------|----------------|---------------|
| DELIA | ✓ | | | |
| FAECHER | ✓ | | | |
| HALL | ✓ | | | |
| KINGSLEY | | | | |
| PASTORE | ✓ | | | ✓ |
| PIRONE | ✓ | | | |
| TIE: | | | | |
| MAYOR WOODRUFF | | | | |

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

NOTICE OF FINAL ADOPTION

**PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE
INTRODUCED ON FEBRUARY 24, 2015:**

**“AN ORDINANCE AMENDING THE MINIMUM AND
MAXIMUM RATE OF SALARY AND COMPENSATION OF
ELECTED AND APPOINTED TOWNSHIP OFFICIALS, AND
NON-UNION EMPLOYEES IN THE VARIOUS MUNICIPAL
DEPARTMENTS OF THE TOWNSHIP OF BERKELEY
HEIGHTS.”**

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above entitled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on March 10, 2015.

**Ana Minkoff,
Township Clerk
Township of Berkeley**

Agenda Item

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**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 3/10/15, in the amount of \$172,148.78 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 10th day of March, 2015.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item # 2

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

WHEREAS, the Township accepted bids on February 11, 2015, for Improvements to Glenside Road; and

WHEREAS, by letters dated March 3, 2015, the Township Engineer has recommended that the contract be awarded to Top Line Construction, 22 Fifth Street, Somerville, NJ 08876 in the amount of \$402,629.36, be accepted and the Township Council concurs.

NOW, THEREFORE BE IT RESOLVED by the Township Council, Township of Berkeley Heights, County of Union, that the appropriate municipal officials are authorized to execute a contract with Top Line Construction and the Treasurer is authorized to pay properly completed vouchers for the provision of the Improvements to Glenside Road in the amount not to exceed \$402,629.36 for such work.

BE IT FURTHER RESOLVED that the Township Clerk is hereby authorized to advertise the award of this contract in accordance with law.

BE IT FURTHER RESOLVED that the Township Clerk shall forward a copy of this Resolution to Top Line Construction.

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

APPROVED this 10th day of March 2015.

ATTEST:

Ana Minkoff
Township Clerk

#3

RESOLUTION NO: _____

**RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS,
COUNTY OF UNION, DECLARING ITS INTENT TO FULLY COMPLY
WITH ITS CURRENT AND FUTURE MOUNT LAUREL OBLIGATIONS
AND TO SERVE AS THE "CATALYST FOR CHANGE" TO RENDER
ANY MOUNT LAUREL LAWSUITS AS "UNNECESSARY LITIGATION"**

WHEREAS, in So. Burlington County N.A.A.C.P. v. Tp. of Mount Laurel, 92 N.J. 158, 279-80 (1983) ("Mount Laurel II"), the New Jersey Supreme Court ruled, subject to several other limitations, that in order for a plaintiff to be entitled to a builder's remedy, it must "succeed in litigation;" and

WHEREAS, in Toll Bros. Inc. v. Tp. of W. Windsor, 173 N.J. 502, 507 (2002), the Supreme Court ruled that in order for a developer to succeed in litigation, it must not only prove that the municipality failed to create a realistic opportunity to satisfy its affordable housing obligation, but also must be the "catalyst for change;" and

WHEREAS, on September 26, 2013, the Supreme Court released In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 215 N.J. 578 (2013) which completely invalidated the Round 3 regulations adopted in 2008 by the New Jersey Council on Affordable Housing ("COAH"); and

WHEREAS, on March 14, 2014, the Supreme Court issued an order directing COAH to propose new Round 3 regulations on or before May 1, 2014 and to adopt them by October 22, 2014; and

WHEREAS, the March 14, 2014 Order further provided that, if COAH failed to meet these deadlines, the Court would entertain a Motion in Aid of Litigant's Rights which could include an application for the right, on a case-by-case basis, to file a builder's remedy suit against a municipality under COAH's jurisdiction, such as the Township; and

WHEREAS, on April 30, 2014, in accordance with the March 14, 2014 Order, COAH proposed Round 3 regulations and published them in the New Jersey Register on June 2, 2014; and

WHEREAS, pursuant to these proposed regulations, COAH assigned the Township a fair share of 277 units, consisting of a 21 unit rehabilitation obligation, a 120 unit unmet prior round obligation, which could be reduced to 16 units based on the funding of 104 RCA units, and a 136 unit prospective Round 3 obligation; and

WHEREAS, COAH accepted public comments on the proposed Round 3 regulations until August 1, 2014, and indeed received roughly 3,000 comments; and

WHEREAS, on October 20, 2014, the COAH board met to consider adopting the proposed regulations; and

WHEREAS, the COAH board reached a 3-3 deadlock and therefore did not adopt the proposed regulations; and

WHEREAS, COAH therefore failed to meet the Supreme Court's October 22, 2014 deadline; and

WHEREAS, COAH's failure to adopt the proposed regulations has left the Township in a continuing state of limbo despite its continuing commitment to satisfying its obligations voluntarily and without the need for litigation; and

WHEREAS, on October 31, 2014, Fair Share Housing Center ("FSHC") filed a Motion In Aid of Litigant's Rights urging the Supreme Court, among other things, to direct trial judges -- instead of COAH -- to establish standards with which municipalities must comply; and

WHEREAS, FSHC's motion included an alternative fair share calculation for each municipality, further highlighting the uncertainty of the framework with which municipalities must ultimately comply because there are no standards with which to comply; and

WHEREAS, pursuant to alternative calculations furnished by FSHC, the Township would have an obligation of 835 units consisting of a 21 unit rehabilitation obligation, a 183 unit prior round obligation, which COAH has determined the Township has satisfied, and a 631 unit Round 3 obligation; and

WHEREAS, as a result of future regulations, litigation, and/or legislation, it is entirely possible that the Township's obligation may indeed differ from those proposed by COAH or advocated by FSHC; and

WHEREAS, in light of all this uncertainty, it is possible that the Township may not be in compliance with its affordable housing obligations; and

WHEREAS, while the obligations the Township faces are uncertain, COAH has determined with certainty the number of credits to which the Township is entitled; and

WHEREAS, after the Township petitioned for Third Round substantive certification, COAH staff issued a report stating that the Township had developed an indigenous need rehab program to satisfy its 24 unit obligation and had demonstrated sufficient credits not only to satisfy its 183-unit prior round obligation, but also to generate a 71 unit surplus to apply to Round 3; and

WHEREAS, Berkeley Heights is entitled to protection from exclusionary zoning lawsuits because it satisfied the test the Legislature created to immunize municipalities from such suits by filing a duly adopted affordable housing plan with COAH before any exclusionary zoning suit was instituted in court (N.J.S.A. 52:27D-309 and 316); and

WHEREAS, even if the Supreme Court changes the standard for immunity by replacing the Legislative standard for immunity with the one advocated by FSHC, COAH's determination of the Township's entitlement to credits demonstrates that Berkeley Heights would still be entitled to immunity; and

WHEREAS, more specifically, in a pending motion FSHC filed with the New Jersey Supreme Court, FSHC has advocated that a municipality should only enjoy protection from builder's remedy suits if it has satisfied its prior round obligation and made progress towards Round 3; and

WHEREAS, COAH's determination that the Township satisfied its 183-unit responsibility and generated a 71 unit surplus towards Round 3 demonstrates that even if the Supreme Court grants FSHC the relief it seeks, Berkeley Heights Township should still be immune from exclusionary zoning lawsuits; and

WHEREAS, regardless of whatever its obligation is ultimately assigned, **the Township remains committed to comply voluntarily with its obligations**; and

WHEREAS, given all that Berkeley Heights has done to house low and moderate income households and its commitment to comply with any future obligation once that obligation is determined, it would be particularly unfair for the Township to suffer exposure to any additional exclusionary zoning lawsuits; and

WHEREAS, the Township brought itself under COAH's jurisdiction because all three branches of government preferred COAH's administrative process to resolve disputes over affordable housing matters rather than litigation (see N.J.S.A. 52:27D-303); and

WHEREAS, the Township wishes to be in a position to complete its efforts to comply voluntarily once its obligations are defined; and

WHEREAS, accordingly, the Township wishes to be in a position to seek immunity from a trial judge if the Court should rule that trial judges should perform COAH's functions so that the Township can complete its efforts to comply voluntarily with whatever standards the trial judge may determine are appropriate; and

WHEREAS, the Township herein intends to make its intentions inescapably clear to the public and all concerned.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Township formally stipulates that, given all the uncertainty in the law, it is entirely possible that it may not be in compliance with its affordable housing obligations once those obligations are defined.

2. The Township hereby reaffirms its commitment to satisfy its affordable housing obligations, however they may ultimately be defined, voluntarily and in the absence of any exclusionary zoning lawsuits.

3. Once it is determined whether COAH or the courts shall decide the Township's future obligations, the Township directs its legal and planning professionals to ascertain its obligations and to take all reasonable and necessary action to enable it and its Planning Board to satisfy those obligations expeditiously.

4. The Township clerk is hereby directed to place this Resolution on file in Township Hall to put the public and all interested parties on notice of the formal commitments herein.

5. The Township hereby authorizes its Special Mount Laurel Council to use this resolution as it sees fit to maintain the current immunity from all exclusionary zoning suits.

6. This Resolution shall take effect immediately.

Approved this 10th day of March, 2014.

ATTEST:

Ana Minkoff
Township Clerk

#4

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, CREATING A MOUNT LAUREL COMMITTEE TO ASSIST THE TOWNSHIP IN ADDRESSING AFFORDABLE HOUSING ISSUES

WHEREAS, on March 10, 2015, the Township Council adopted a resolution in which the Township reaffirmed its voluntary commitment to satisfy its affordable housing obligations, however they may ultimately be defined by COAH or a court; and

WHEREAS, in order to facilitate the Township's efforts to comply voluntarily with its Mount Laurel obligations and to enable the Township to make informed decisions, the Township Council finds it prudent to create a Mount Laurel Committee which will meet, as needed, and will provide informed recommendations to the Township Council and Planning Board.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Township hereby creates a "Mount Laurel Committee" to work with the Township's professionals to facilitate the production of affordable housing and to address the ever changing laws that determine what the Township's responsibilities are and how the Township may address them.

2. In particular, the Mount Laurel Committee shall assist the professionals in (a) investigating the facts and all the issues relevant to the Township's affordable housing obligations; (b) reviewing and discussing all draft ordinances, resolutions, and other relevant documents associated with the Township's affordable housing compliance plan and all related planning documents; (c) discussing any issues relevant to the Township's efforts to address future obligations as defined by the courts, the legislature, and/or various state agencies and (e) making recommendations to the Township Council.

2. The initial chairman of the Mount Laurel Committee shall be Township Administrator, John Bussiculo.

3. The Township hereby designates the following persons to the Mount Laurel Committee: (i) Township Administrator, John Bussiculo; (ii) Township Attorney Joseph V. Sordillo, Esq.; (iii) Special Mount Laurel Counsel, Jeffrey R. Surenian, Esq.; (iv) Mount Laurel Planner, Mike Mistretta; (v) Planning Board Attorney William J. Willard, Esq.; (vi) Planning Board member Rick Beal and (vii) Mayor Robert Woodruff.

4. The Mount Laurel Committee shall meet periodically to discuss the current status of the law and to take such steps as may assist the Township in meeting its objective of creating affordable housing.

APPROVED this 10th day of March, 2015.

Ana Minkoff, Township Clerk

#5

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

WHEREAS, the Township of Berkeley Heights and the Suburban Chamber of Commerce and the Rotary Club will hold its third Annual Berkeley Heights Street Fair on Sunday, June 28, 2015; 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 for the third Annual Berkeley Heights Street Fair on Sunday, June 28, 2015 from 9:00 a.m. to 7:00 p.m.

BE IT FURTHER RESOLVED that copies of this Resolution are to be forwarded to the Police Department, Fire Department, Rescue Squad, Union County, and the Public Works Department.

APPROVED this 10th day of March, 2015.

ATTEST:

Ana Minkoff
Township Clerk

#6

Agenda Item No.:

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

RESOLUTION

WHEREAS, the Mayor and Council of the Township of Berkeley Heights identify the need for coordination on the future growth of the Township, specifically with regard to the next review and updating of the Township Master Plan; and

WHEREAS, the Mayor and Council would like to establish a task force to monitor and make recommendations to the Mayor and Council as to how the residents and businesses, in collaboration with the Township, can best improve the Township by identifying their respective needs in the most fiscally prudent and effective manner; and

WHEREAS, pursuant to N.J.S.A. 40:55D-89, the Township is required, at least once every ten (10) years, to provide for a general reexamination of the Master Plan and development ordinance, the results of which are to be documented in a report prepared and adopted by the Planning Board; and

WHEREAS, it is appropriate for the Township to review and update the individual elements of the Master Plan, including but not limited to the Open Space and Recreation Element and Housing Element and Fair Share Plan components of the Master Plan, in conjunction with the current and future needs of the Township; and

WHEREAS, the Township Council of the Township of Berkeley Heights finds it to be in the best interest of the Township to authorize and establish a task force to carry out this review and analysis of the Township's future growth and development, and provide advice and recommendations to the Mayor and Council with regard to same.

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 establishes a task force to be known as the "Task Force on Community Growth" subject to the following terms and conditions:

MISSION: The Task Force shall make recommendations to the Mayor and Township Council as to how the residents and businesses, in collaboration with elected and appointed officials, can best improve and assist the Township in targeting their respective needs in the most fiscally prudent and effective manner, with particular attention being addressed to the Township's Master Plan reexamination. The Task Force shall work in conjunction with, where appropriate, the Downtown Beautification Committee, to foster their mission while seeking to expand the opportunities to make Berkeley Heights a great place in which to live and work.

MEMBERSHIP: The membership of the Task force shall consist of not more than nine (9) individuals, who shall include, but not be limited to, specific representation from designated service organizations, Township groups, employees, fraternal groups, businesses, and ad hoc citizens, such as, by way of example, the Recreation Director, representative from local realtors, representative from the senior citizen organization, representative from the Chamber of Commerce, representative from the local PTO, representative from the Township Library Board, representative of the emergency services, and representative from the PAL. All members shall be appointed by the Mayor, and serve for a term of one (1) year, except for those members who are elected officials and Township Department Heads, who shall serve for the term of their respective office. Members of the Task Force shall serve without compensation. Members may be removed from the Task Force at the will of the Mayor.

ORGANIZATION: The Task Force shall elect a chairperson, vice chairperson and secretary at its initial meeting, which officers shall serve for a term of one year and remain in office until their successor is appointed.

MEETINGS: The Task Force shall hold regular monthly meetings, which meetings shall not be subject to the Open Public Meetings Act, unless otherwise required by law. The Task Force shall report their activities to the Township Administrator and to the Council, when requested. The Task Force shall keep minutes of all meetings, which minutes and copies of official correspondence of the Task Force shall be kept on file in the office of the Township Clerk.

GRANTS: The Task Force shall seek out and apply, through the appropriate officials or departments of the Township, for all available grants in order to effectuate its mission. All grants shall be coordinated through the Township Administrator.

FINANCING: With the exception of grants, the Task Force shall not be authorized to raise money unless otherwise specifically empowered by the Township Council. Any and all monies received must be submitted and reported on a quarterly basis to the Township Administrator, which monies shall be kept and held by the Township, with the Township Council having authority over the expenditure of same

BE IT FURTHER RESOLVED that the Mayor and appropriate Township Officials are hereby authorized to take any and all actions required to complete the terms of this Resolution

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

Approved this 10th day of March, 2015.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 7

Explanation: This Resolution authorizes and approves the Township to enter into a Developer's Agreement with New Jersey CVS Pharmacy, LLC, for the property identified as Block 701, Lots 2 and 3, 410 Springfield Avenue.

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

RESOLUTION

WHEREAS, New Jersey CVS Pharmacy, LLC ("Developer") is the owner and developer of the property identified as Lots 2 and 3 in Block 701 on the Tax Map of the Township of Berkeley Heights, in the County of Union and State of New Jersey, located at 410 Springfield Avenue (the "Property"); and

WHEREAS, the Developer applied for and, on November 6, 2013, received preliminary and final site plan, along with related variance relief, for the Property from the Berkeley Heights Planning Board (the "Board"), Application No. SP-2-13, which approval was memorialized by Resolution of Approval adopted by the Board on November 6, 2013 (the "Approval"); and

WHEREAS, the Approval permits the Developer to construct a new CVS Pharmacy on the Property; and

WHEREAS, the approved plans are designated as twenty (20) pages entitled "Site Plan, Proposed Pharmacy, Springfield Avenue, (CR512) and Lone Pine Drive, Township of Berkeley Heights, Union County, New Jersey", prepared by VHB dated April 4, 2013, last revised May 13, 2013, as may be further revised pursuant to proper resolution of the Board, (the "Site Plan" or "Board-Approved Plans"), and the approved architectural plans prepared by Robert Joseph Gehr, P.A. of Larson Design Group, dated April 23, 2012, as further revised pursuant to proper Resolution of the Board (the Architectural Plans";

WHEREAS, the Approval calls for certain improvements and the Developer has agreed to construct these improvements as shown on the Site Plan and contained in the records, oral and written, before the Board, as well as the Resolution memorializing the Approval, all of which will be made a part of the Developer's Agreement, attached hereto and made a part hereof; and

WHEREAS, the Approval was granted subject to, among other things, the execution of a Developer's Agreement between the Township and the Developer and the posting of certain performance guarantees and other conditions as more fully set forth in the resolution of the Board and general ordinances of the Township; and

WHEREAS, the Developer's Agreement, in form attached hereto, was prepared by the Township Attorney, and reviewed and approved by the Township Planner and representatives of the Developer; 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 the attached Developer's Agreement with the Developer.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Developer's Agreement with New Jersey CVS Pharmacy, LLC, in the form attached hereto, is hereby authorized and approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached Developer's Agreement.

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

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

APPROVED this 10th day of March, 2015.

ATTEST:

Ana Minkoff
Township Clerk

Record and Return to:
Ana Minkoff, Township Clerk
Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, New Jersey 07922

Prepared by:

William J. Willard, Esq.
Berkeley Heights Planning Board Attorney

DEVELOPER'S AGREEMENT

THIS AGREEMENT is made on _____, 2015, between:

THE TOWNSHIP OF BERKELEY HEIGHTS, a Municipal Corporation of the County of Union and State of New Jersey, having its principal offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922, hereinafter referred to as the "Township", and

NEW JERSEY CVS PHARMACY, LLC, a limited liability company of the State of New Jersey, having an address at _____, New Jersey _____, (hereinafter referred to as the "Developer").

WHEREAS, Developer is the Tenant under a ground lease with the owner of Berkeley Development of that certain tract of land lying and being in the Township of Berkeley Heights, County of Union and State of New Jersey, which tract of land is identified as Lots 2 and 3 in Block 701 on the Tax Map of the Township of Berkeley Heights, in the County of Union and State of New Jersey, located at 410 Springfield Avenue (the "Property"); and

WHEREAS, Developer applied for and, on November 6, 2013, received preliminary and final site plan, along with related variance relief, for the Property from the Berkeley Heights Planning Board (the "Board"), Application No. SP-2-13, which approval was memorialized by Resolution of Approval adopted by the Board on November 6, 2013 (the "Approval"); and

WHEREAS, the Approval permits the Developer to construct a CVS Pharmacy on the Property; and

WHEREAS, the approved plans are designated as twenty (20) pages entitled "Site Plan, Proposed Pharmacy, Springfield Avenue, (CR512) and Lone Pine Drive, Township of Berkeley Heights, Union County, New Jersey", prepared by VHB dated April 4, 2013, last revised May 13, 2013, as may be further revised pursuant to proper resolution of the Board, (the "Site Plan" or "Board-Approved Plans"), and the approved architectural plans prepared by Robert Joseph Gehr,

P.A. of Larson Design Group, dated April 23, 2012, as further revised pursuant to proper Resolution of the Board (the Architectural Plans”;

WHEREAS, the Approval was granted subject to, among other things, the execution of this Agreement between the Township and the Developer and the posting of certain guarantees as hereinafter set forth, and other conditions as more fully set forth in the resolution of the Board and general ordinance of the Township; and

WHEREAS, the Approval calls for certain improvements and the Developer has agreed to construct these improvements as shown on the Site Plan and contained in the records, oral and written, before the Board, as well as the Resolution memorializing the Approval, all of which are made a part of this Agreement by reference hereto as though fully set forth at length herein.

NOW, THEREFORE, in consideration of the foregoing and the sum of One (\$1.00) Dollar, each to the other in hand paid, the receipt whereof is hereby acknowledged by each party, and in consideration of the mutual covenants, agreements, conditions, understandings and undertakings hereinafter contained and set forth, the parties hereto, and for their successor and assigns, hereby agree as follows:

1. Application of Agreement. The terms and conditions of this Agreement shall be applicable to the Property, and any and all off-site or off-tract improvements.

2. Developer Bound. The Developer agrees to be bound by all written resolutions, representations, commitments, matters of fact and matters of law which constitute the file and record of the Board, all of which are made a part of this Agreement by reference hereto as though fully set forth herein, in this matter and it will faithfully discharge all of the obligations and commitments thereof.

3. Construction Subject to Ordinance. The Developer shall construct and design all improvements in accordance with the specifications of the Land Use Ordinance of the Township, in a manner satisfactory to the Township Engineer and in accordance with the improvements set forth on the approved Site Plan. Developer shall perform all work in full compliance and observation of all ordinances of the Township. The Developer shall be responsible for securing any and all permits required by law including, but not limited to, road opening permits and any and all other permits required by the ordinances of the Township and to pay the requisite fees called for under the appropriate fee schedules.

4. Performance Guarantees. Prior to commencing construction, and the issuance of the initial construction permit, Developer shall provide the following:

- a. A Performance Guarantee in the amount of **\$1,426,307.28** for the installation of the improvements identified on the Board-Approved Plans (the “Performance Guarantee”), as a guaranty for the installation of the public improvements, the off-tract improvements or improvements in the public right-of-

way. The Performance Guarantee may be released by Resolution of the Township, and in accordance with the terms of Section 53 of the Municipal Land Use Law (the "MLUL"), upon completion of construction, and the posting and acceptance of a maintenance bond, as may be required by the Township. The Performance Guarantee shall be comprised of cash or the following:

- (1) A Letter Of Credit or Surety Bond in the amount of \$1,283,676.55, as a guaranty for the installation of the public improvements as part of the development project; and
- (2) A cash deposit in the amount of \$142,630.73, constituting ten (10%) percent of the Performance Guarantee.

b. Inspection Fees in accordance with Paragraph 6 "Engineering Escrows and Legal Fees" hereof in the amount of \$71,315.36.

The Performance Guarantee estimates set forth herein are effective only if approved bonds/letters of credit are posted and cash deposits made within twenty (20) days of the date of the execution of the within Developer's Agreement. Thereafter, the estimates are subject to revision. The cash deposit shall be released proportionately to the Performance Guarantee by the Township. Every bond, whether cash or surety, shall contain a clause to the effect that a determination made by the Township Engineer that the principal has defaulted in the performance obligations shall be binding and conclusive upon the surety and the principal. The cash portion may be utilized by the Township upon default of the Developer to cure any defect or breach under this Developer's Agreement. Sureties shall be constructed to indicate that the guarantee automatically continues if the work is not completed by the stated expiration date. In addition, all taxes, assessments, escrows and fees for the Property must be paid prior to the release of Performance Guarantee.

All of the above must be in a form acceptable to the Township Attorney, and in accordance with the estimates issued by the Township Engineer and attached hereto as **Exhibit A** and made a part hereof. Any improvements undertaken by the Developer on the tract prior to the receipt of final approval are undertaken at the Developer's risk.

5. Replacement Bond. In the event that any insurance company, financial institution or other entity issuing a performance guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a state or federal agency has taken over management of the entity, or, if in the reasonable opinion of the Township, the circumstances and condition of the entity results in the Township declaring that it believes that its interests are jeopardized, within thirty (30) days of such written notification, the Developer shall replace the performance guarantee(s). If requested by the Developer, the Township shall adopt a resolution conditionally releasing the jeopardized performance guarantee(s) subject to the posting of satisfactory substitute guarantee(s).

In the event any performance guarantee shall lapse, be cancelled or withdrawn or otherwise not remain in full force and effect, the Developer, until an approved replacement guarantee has been deposited with the Township, will cease and desist any and all work unless

the required improvements under the Board approval and this Developer's Agreement have been completed and approved by the Township Engineer.

6. Engineering Escrows and Legal Fees. The Developer shall deposit with the Township inspection fees in full in accordance with the Township Code prior to the issuance of any building permit. Over and above any costs associated with filing fees, the Developer shall post escrow deposits to cover the legal costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents, including, but not limited to; drafting this Developer's Agreement, and any necessary correspondences with Developer, Developer's professionals, the Township and or its professional personnel, including, but not limited to, the Township Engineer; and to cover the costs associated with services to be rendered by the Township Engineer or his/her authorized representatives or other approving authority in connection with the inspections of the improvements of the Project. The Township Attorney and the Township Engineer will bill the Developer at the same hourly rate and in the same manner as it bills the Township. Said monies will be held and administered in accordance with Section 53.1 and 53.2 of the MLUL.

Should there be a shortage of funds in escrow to cover the legal or engineering inspection costs described herein, the Developer shall pay the additional amount as certified by the Township Chief Financial Officer. Should the Developer fail to post funds for the escrow account sufficient to pay the costs of any invoice for professional services rendered, and continue to fail to post the required funds within 10 days after written notice to the Developer of such deficiency by the Township, the Township may issue a stop work order halting all work at the Property until such time as the Developer brings the escrow account balance current. Upon completion of all improvements at the Property, should any deposit monies be left over in escrow, the unused balance shall be paid in accordance with Section 53h of the MLUL.

7. Building Permit. In consideration of the execution of this Developer's Agreement, the posting of the guarantees and deposits as herein required, and after Developer complies with the terms and conditions of the Resolutions of Approval with respect to this Project, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, compliance with all the terms and conditions herein contained and contained in the terms of preliminary and final site plan and variance approval, including applicable ordinances, rules and regulations, the Developer shall be entitled to seek a building permit for the Property to construct the Development after proper application has been made to the Construction Official of the Township, and subject to this Developer's Agreement and all laws, rules and regulations applicable to this Development. The Developer shall provide and file with the Township Engineer two (2) complete sets of as-built improvement plans and profiles, showing actual construction, as approved, prior to release of performance guarantees.

8. General Provisions. It is further understood and agreed between the parties hereto as follows:

- a. The Developer will comply with the Ordinances of the Township of Berkeley Heights, all other applicable ordinances, including the design standards set forth in the DD Zone District, and all recommendations of the Township Engineer and Township Board of Health incorporated into the Approval;

- b. Developer agrees to place all utilities underground.
- c. Road excavation and grading operations shall be under the direct supervision of a licensed professional engineer so that rainfall run-off will not create serious problems of erosion, flooding or the deposition of mud and debris on abutting properties. Said engineer shall advise the Township Engineer of the measures to be taken which will afford this protection.
- d. Connections to existing sanitary sewers shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Township Engineer or his authorized agent.
- e. Where required by the Construction Official and Township Engineer, a site development plan shall be submitted before issuance of a building permit in order to insure adequate means of ingress and egress to property with extreme topography.
- f. The Developer shall, for a period of one (1) year after acceptance of the public improvements as hereinafter set forth, insure that all dead trees on any public right-of-way within said development shall be removed.
- g. No building roofing shall be installed nor shall parking area pavement be constructed until all detention facilities and drainage improvements are fully constructed and operational in accordance with the soil erosion sediment control plan.
- h. No construction vehicle or equipment shall park on or utilize, except in coming to or going from the site, any existing Township street unless required to do so by the Board-approved Plans or unless otherwise provided in the Resolution of Approval.
- i. Developer shall cause to be installed at its own expense in any street or streets, sewer lines or connections to the curb at each of its individual units, if required, and any trunk sewer line, if any, leading through and within said development and shall maintain the same until, when, and if, the said lines are accepted by the Township.
- j. That the improvements to be made in any streets shall consist of grading each street for its entire width, laying water mains, storm and drainage sewers, sanitary sewers and connections, if required, constructing Belgium block curbing and paving the roadway with a bituminous concrete pavement from curb to curb as may be specified in any Preliminary or Final Site Plan documents, all of which work shall be performed in accordance with any conditions contained in the resolution of the Board and all ordinances, resolutions, rules and regulations of the Township, the Board of Health, the Sewerage Authority, and any State or County Department or Agency respecting the opening and improvement of streets and construction of utilities and further subject to issuance of a road opening permit by the Superintendent of Public Works. All of the said work shall be performed subject to the inspection and approval of the Township Engineer. All catch basins shall be initially set at subgrade and shall be raised to finished height at time of installation of top course.
- k. The Developer shall include within its maintenance bond all landscaping.

- l. Hours of construction, including, installation of any improvements, shall be 7:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. There shall be no construction on Sundays and legal holidays.
- m. The Developer shall provide for the use by all persons employed in the construction of all of the aforesaid improvements easily accessible water closets and portable toilets. Such toilet facilities shall be installed within twenty-four (24) hours of the commencement of the construction of the Project, and their use shall be terminated within twenty-four (24) hours of completion of the Project and upon approval of the Board of Health.
- n. The Developer shall construct the project in accordance with the Board-Approved Plans to reflect the requirements of the Resolution.
- o. Prior to site disturbance, the Developer shall have a pre-construction meeting with the Township Engineer for a pre-construction conference to discuss the anticipated construction schedule, procedures of construction, and any particular requirements of the Engineer.
- p. Developer shall, to the extent required by law, pay all affordable housing development fees to the Township or to the State of New Jersey, calculated and payable in accordance with the applicable Statute of the State of New Jersey or Chapter of the Code of the Township.
- q. Developer shall pay all Township and Sewerage Authority sewer and water connection fees.
- r. Developer shall obtain any permits or approvals required from the Somerset-Union Soil Conservation District; and shall obtain any approvals or permits required from the New Jersey Department of Environmental Protection, including, but not limited to, sanitary sewer.
- s. Developer shall comply with all reports, if any, of the Township Fire Department and Fire Marshal; Township Police Department and Traffic Safety Bureau; and Board of Health.
- t. That the Township Engineer shall direct the Developer when to install the final wearing surface of the final pavement and will determine the approximate date when the same shall be laid. Said work to be completed by the Developer within thirty (30) days of the date the Township Engineer directs the Developer to install said surface, weather permitting. Such direction shall not constitute acceptance of the improvements by the Township.
- u. That within two (2) years from the date of commencement of site work the Developer shall complete to the satisfaction of the Township Engineer and the Township Committee all improvements as required by the Board, the Township Engineer and as

imposed by this Agreement unless such time limit is extended by the Township Committee or pursuant to New Jersey law.

v. That the Developer shall appoint a job superintendent, whose name, home address and phone number shall be furnished to the Township Engineer; and no work, other than sales, shall be performed on the site by the Developer, his agents, employees, servants or sub-contractors between the hours of 6:00 p.m. and 7:00 a.m. Monday through Saturday and all day Sunday.

w. Developer shall comply with any and all other Municipal, County, State and Federal regulations, including the New Jersey Department of Transportation, if required, and shall obtain all necessary approvals prior to the commencement of construction and shall secure such other approvals or permits required from all agencies, boards or bodies having jurisdiction over the Application or have jurisdiction over the Property.

x. Developer, or owner of the Property, shall pay all fees, taxes, assessments, escrows and other monies due to the Township.

y. Prior to the issuance of a building permit, the Developer shall prepare a phasing plan for the intersection improvements at Springfield Avenue and Lone Pine Drive, which shall be subject to review and approval of the Township Engineer, Planning Board Engineer, the Township Attorney and the Planning Board Attorney.

z. The Applicant shall comply with all design standards set forth in the DD Zone District to the satisfaction of the Township Engineer and the Planning Board Engineer, including but not limited to the installation of paver sidewalks and compliant street lighting on the entire site.

aa. Developer shall comply with any and all other conditions or representations made before the Board in connection with this application and the Board's Approval thereof.

9. Drainage and Grading. Drainage and grading shall be as follows:

a. All springs with water emanating therefrom shall be piped to the nearest available storm sewer or as otherwise set forth in the Board-Approved Plans in a manner approved in writing by the Township Engineer.

b. Water from driveway sumps and basement sump pumps shall be piped to the nearest existing storm drains, and where such drains do not exist, new drains shall be constructed at such points and in such manner as may be directed by the Township Engineer.

c. The Developer will insure that all areas in the Project will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Township Engineer relating thereto.

d. The Developer shall insure that no stumps, dead trees or debris related to or resulting from the construction of the Project are deposited on or permitted to remain on

any portion of the Property, and that no stumps, dead trees or debris are deposited below the surface of the earth.

e. In the event that any drainage problem is created or exacerbated on adjoining properties by the development of this Project, the Developer shall undertake such corrective measures within the area limits of the Project, at such places and in such manner as the Township Engineer may require, at the Developer's sole cost and responsibility.

f. Prior to construction, the Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by this construction in order to determine whether there is any additional soil or debris to be removed after the completion of construction. Subsequently, the Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Township Engineer to prevent such wash down shall be promptly carried out by the Developer.

10. Maintenance of Property. During the course of construction and until the time of final acceptance of improvements, Developer shall: (1) keep the Property reasonably free of dirt, stone, mud and other debris, and further agrees to use every effort to prevent dust from blowing on any neighboring properties in the Township; (2) keep any streets or roadways, whether Township, County or State owned, or whether under construction, used by trucks or equipment of the Developer or his agents, reasonably clean (broom clean) and also agrees to use every effort to lay approved material to prevent dust from blowing on other houses in the Township during excavation and construction of the development; and (3) maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. "Final acceptance of improvements" for the purpose of this provision is deemed to be the date upon which the improvements are accepted by the Township Engineer of the Township of Berkeley Heights and the final maintenance guarantees for same are posted with the Township. Should the Developer fail or neglect to do either as stated in this Paragraph, upon twenty-four (24) hours written notice from the Township Engineer, informing it of failure to do so, and then further neglects, the Township may perform such work and Developer agrees to reimburse the Township for same. This Paragraph is not intended to relieve the Developer of duties or obligations under any existing municipal ordinance but is rather intended to provide an additional remedy to the Township and to permit the Township to recover the costs of such corrective work. This Paragraph shall also apply to the removal of snow and ice from any street or roadway constructed by the Developer which is open to the public but which has not been accepted by the Township. Any Developer permitting dirt, dust, debris, mud, rock or similar material to accumulate or remain upon any Township street shall remain subject to a citation returnable in municipal court for violation of appropriate municipal ordinances.

11. Township Observation, Access and Inspections. The Township, and its consultants, employees and agents, shall be given free access to observe construction of subject project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Board-approved Plans. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be

constructed in accordance with the Developer's approved submittals. The Township, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Township.

12. Withholding Permits/Certificates of Occupancy. Developer understands and agrees that, in the event it is in violation of any of the terms of this Agreement, the Township may, in its sole discretion, withhold the issuance of any further building permit(s) and/or certificate(s) of occupancy for each respective phase of construction until the violation has been corrected.

13. Developer's Default. In the event that the Developer defaults under its obligations as set forth herein, the Township Engineer shall send written notice to the Developer advising of its failure to comply. If the Developer has not complied within twenty-four (24) hours following receipt of the written notice (excluding Sundays and legal holidays), the Township may perform the necessary work to achieve compliance, and Developer shall reimburse the Township for the cost to perform such work. Developer authorizes the Township to deduct from the sums posted to secure performance hereunder the reasonable Court costs and attorneys' fees incurred by Township as a result of such default. In the event that said Court costs and attorney's fees exceed the amount deposited herewith, the Developer shall be liable to the Township for any such excess and the Developer's obligations under the within Developer's Agreement shall continue in full force and effect until payment is made.

14. Maintenance Guarantee. Upon completion of the construction of the improvements, including any required landscaping, and prior to the release of the Performance Guarantee, the Developer shall post maintenance guarantees with the Township, in accordance with Section 53 of the MLUL, appropriately secured in form and amount satisfactory to the Township Attorney, conditioned on the Developer maintaining all streets, sewers and mains and other improvements for a period two (2) years therefrom. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.

15. Release of Plans. Any payments, posting of bonds or other financial obligation required to be performed by the Developer in this Developer's Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the Plans for release to the Developer.

16. Assignment/Sale of Property. The Developer is hereby given the right and privilege to transfer title to the Property to the name of any individual or corporation, and said new owner shall have all of the rights and obligations afforded by this Agreement, and the right to transfer title to all or part of the Property, subject to the rights and obligations imposed on the Developer by this Agreement and the terms of its preliminary and final site plan approval. It is understood and agreed that, as part of the transfer of title, the new owner/Assignee must agree to be bound by all of the terms and conditions of this Agreement. Upon request, the Township shall be provided with an Assumption of Obligation as signed by such Assignee. Any entity or

individual with an interest in the Property may request and receive from the Township a full release from any obligation hereunder provided the requesting entity or individual furnishes to the Township (a) proof of transfer of full title, or transfer of the entirety of the party's interest, and (b) an Assumption of Obligation hereunder signed by the new owner and assignee.

In the event that the Developer hereunder transfers, sells, or assigns title to less than the entire project, the Assignee(s) of any portion thereof shall each be liable in full to complete the obligations of the Developer herein whether such obligations relate to the portion transferred, sold, or assigned or to any other portion of the project unless such Assignee secures a release from the Township for the obligations relating to the portion not transferred, sold or assigned to Assignee prior to the transfer, sale, or assignment.

In the event, however, that the Developer converts the building to be built on the Property into a condominium and sells the units individually, the purchasers of the individual condominium unit shall not be required to assume responsibility for the developer's obligations hereunder provided certificates of occupancy have been issued for the individual units. This exception shall not be deemed to be a release of any individual unit owner from any obligation relating to the Detention Basin or any deed restrictions on the Property which may be recorded in a separate document.

17. Record Drawings. The Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by the Developer both within the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and on disc. If applicable, a final survey of each lot or the site must be submitted at the time of request for a Certificate of Occupancy.

18. Developer's Conveyances. The Developer shall convey, by deed or easement in the form prepared by and acceptable to the Township Attorney, all storm and sanitary sewers, all drainage, detention basin, conservation, sidewalk, trail and sight triangle easements, and other public areas to the Township or to the County of Union, all as shown or indicated on the Board-approved Plans when requested by the Township, or as agreed to by both the parties hereto. All easement documents to be conveyed to the Township shall be prepared and approved by the Township Attorney, with all descriptions to be reviewed and approved by the Township Engineer, and such deeds or easements shall be executed and recorded either contemporaneously with this Developer's Agreement or after receipt of final approval, but in all events shall be required to be executed and recorded prior to commencement of construction. The Developer further agrees to convey to the Township (or to the County of Union, as applicable) for street and highway purposes all of the lands lying in the beds of all of the streets set forth on said map or plans. All costs for recording of any and all documents with the County Clerk shall be the responsibility of the Developer.

19. Deeds and Affidavits of Title: Developer shall provide to the Township such documents, including, but not limited to, Deeds, Certificates, Affidavits of Title and Corporate Resolutions as are necessary to convey a valid and marketable easement(s) or fee title, as the case may be, to such dedications of property or easements as shown on the Plans.

20. Compliance with Applicable Laws. The Developer shall comply with all laws and regulations of the State of New Jersey, County of Union and Township of Berkeley Heights. In addition, Developer shall comply with all environmental laws and regulations of the Federal and State Governments, including, but not limited to, the State Flood Control Facility Act (N.J.S.A. 58:16A-1, *et seq.*), Flood Hazard Area Control Act (N.J.S.A. 58:16A-51, *et seq.*), the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11, *et seq.*), the Industrial Site Recovery Act (N.J.S.A. 13:1K-6, *et seq.*), the Worker Community Right to Know Act (N.J.S.A. 34:5A-1 *et seq.*), the Noise Act of 1971, (N.J.S.A. 13:1G-1, *et seq.*), the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 *et seq.*), the Water Pollution Control Act, (N.J.S.A. 58:10A-1, *et seq.*), the Safe Drinking Water Act (N.J.S.A. 58:12A-1, *et seq.*), the Solid Waste Management Act (N.J.S.A. 13:1E-1, *et seq.*), the Realty Improvement and Sewerage Facilities Act (N.J.S.A. 58:11-23, *et seq.*), and any other environmental acts or regulations adopted by the Federal, State, County or local government. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Developer's Agreement. To the extent the Township must bring an action for compliance with this Developer's Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's Property and/or actions, whether purposeful or negligent, any such action shall be subject to the provisions set forth in section 25 below. In addition, the Developer shall indemnify and hold harmless the Township, its officials, officers, agents, servants, representatives, employees harmless for any and all such violations and shall reimburse the Township for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including, but not limited to court costs and attorneys fees, entered against the Township as a result of the purposeful or negligent acts of the Developer.

The Developer further covenants and agrees that all buildings erected by it on the said tract, to which this Agreement applies by reference, shall be constructed and equipped strictly in accordance with all conditions of approval by the Board and the provisions of all ordinances, resolutions, rules and regulations of the Township, the Board, the Board of Health, and any State, Township or County Department or agency, relating to the construction and equipment of buildings.

21. Indemnification and Attorney's Fees. Developer agrees to indemnify and hold harmless the Township, its officials, officers, agents, servants, representatives, employees and the Township Engineer, and its officers, employees, agents and servants, from and against any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature, including, but not limited to court costs and attorneys fees, arising from Developer's performance of its obligations pursuant to this Developer's Agreement, the failure by Developer to perform such obligations, any action or failure to act by the Developer with respect to the project to which this Developer's Agreement is applicable or in connection with any allegation of any of the foregoing. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including, but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses court costs and attorney's fees. When requested by the Township, the Developer agrees to aid and/or defend the Township, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action relating to activities or obligations of the Developer arising under this Developer's Agreement or in connection with the project to which this Developer's Agreement applies. In the event the Township is involved in any litigation, or other similar action, whether initiated by the Township

or others, which action relates in any way to the terms of this Developer's Agreement or the Developer's performance hereunder, the Developer agrees to pay and reimburse the Township for any and all costs and expenses, including, but not limited to, attorney's fees, court costs and expert witness fees. The Township shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for same. This stipulation shall not apply to any actions or litigation filed against the Township where the litigation is attributable to wrongful conduct on the part of itself, its agents or employees.

22. Reliance of Township. The Developer further acknowledges and understands all of the conditions contained in this Developer's Agreement and the record of the proceedings in this matter, including any and all agreements made by the Developer with the Board and incorporated in the Resolution, as well as the Board-Approved Plans, are hereby deemed to be essential to the Township's decision to enter into this Developer's Agreement. A breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement incorporated within the Resolution or this Developer's Agreement or any deviation from the Board-Approved Plans shall be deemed a material breach of this Developer's Agreement and shall terminate the right of the Developer to obtain additional construction permits, certificates of occupancy or any and all other governmental authorizations in order to continue developing the project until such time as such material breach has been remedied.

23. Recording of this Agreement. After full execution by the Developer and the Township, the Township Attorney shall record this Developer's Agreement in the Union County Clerk's Office. All recording costs shall be borne by the Developer.

24. Severability. If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.

25. Interpretation of Law. This Developer's Agreement shall be interpreted under and governed by the laws of the State of New Jersey.

26. Hold Harmless from Defects. For a period of two (2) years after the acceptance of the improvements by the Township, Developer agrees to hold the Township harmless from any defects of workmanship or materials.

27. Notices. All notices required or permitted under this Developer's Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.

28. Successors. This Developer's Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If the Developer hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Developer's Agreement, as more fully stated in section 20 entitled "Assignment/Sale of Property" herein.

29. Insurance Coverage. The Developer shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with

the requirements of the Township Attorney. The policy shall indicate the Township of Berkeley Heights as additional insureds with respect to their interest in work performed by the above named insured at the above named project. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. It shall indemnify the Township, its officials, officers, agents, servants, representatives and employees and Township Attorney and its subsidiaries, officers, employees, servants and agents. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

30. Voluntary Agreement. Developer herein represents that it has voluntarily entered this Developer's Agreement and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Developer's Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and is undertaking them voluntarily. Accordingly, Developer herein covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Developer's Agreement which has been mutually negotiated between the parties.

31. Non-Reliance. Developer acknowledges that it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and the Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Developer's Agreement.

32. Compliance. It is understood and agreed that the obligations imposed upon the Developer under the within agreement shall not constitute an estoppel against the Board or the Township Committee nor relieve the Developer from the express obligation to comply with all other federal, state, county, and local requirements.

33. Applicability. This Agreement is intended to govern approved development within the Township whether such approval was in the form of preliminary and/or final major subdivision and/or preliminary and/or final site plan, and such terms are to be freely substituted for each other where the context and the nature of the approvals require.

34. Entire Agreement. The parties hereto hereby covenant and agree that this Agreement contains the entire agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract or the instruments incorporated herein by reference, shall be valid or binding; and this Developer's Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Resolution of Approval.

IN WITNESS WHEREOF, the Developer has hereunto caused these presents to be signed by its proper authorized corporate officers and has caused its proper corporate seal, if any, to be affixed hereto. The Township of Berkeley Heights has caused this instrument to be signed by its Mayor and attested by its Clerk and does cause its municipal seal to be affixed hereto.

ATTEST:

NEW JERSEY CVS PHARMACY, LLC

Name:
Title:

By: _____
Name:
Title:

Dated: _____, 2015

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Name: Ana Minkoff
Title: Township Clerk

By: _____
Name: Joseph Bruno
Title: Mayor

Dated: _____, 2015

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

Agenda Item

8(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;

Joe Loaiza, 1011 Mountain Avenue, Berkeley Heights, NJ 07922

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

APPROVED this 10th day of March, 2015.

ATTEST:

Ana Minkoff
Township Clerk

EXPLANATORY STATEMENT: This Ordinance establishes and amends the parking regulations on portions of various roadways near the Governor Livingston High School.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 10.36 entitled "Parking Restrictions" of Title 10 entitled "Vehicles and Traffic" of *The Code of the Township of Berkeley Heights* to Establish and Amend the Parking Regulations on a Portion of Various Roadways.

WHEREAS, pursuant to N.J.S.A. 39:4-197(1)(f), the Township of Berkeley Heights is authorized to enact ordinances which regulate the parking of vehicles on streets and portions thereof; and

WHEREAS, it has been brought to the Township's attention that there is an issue of students parking on various roadways near the Governor Livingston High School; and

WHEREAS, it has also been brought to the Township's attention that during significant sporting and other events there is an issue of parking on various roadways near the Governor Livingston High School which prevents the proper flow of traffic as well as the safe ingress and egress of emergency vehicles to and from the school; and

WHEREAS, with the assistance of the Township Police Department, the Township investigated the vehicular parking **and traffic** issues on the roadways near the High School and potential resolutions for same; and

WHEREAS, the Township had a traffic study conducted by Dynamic Traffic, LLC, to evaluate the traffic and parking issues on the roadways near the High School, which yielded a report dated June 23, 2014; and

WHEREAS, the Dynamic Traffic report was reviewed by the Township Planner and the Township Police Department; and

WHEREAS, at the August 12, 2014 Township Council meeting, the Township Planner and Township Police Department made a presentation to the Mayor and Township Council summarizing the Dynamic Traffic report and identifying the recommend parking regulations resulting therefrom; and

WHEREAS, the Mayor and Township Council further discussed the recommended parking regulations at the August 26, 2014 Township Council meeting; and

WHEREAS, based on the recommendations from the Township Police Department, the Township Planner, the Dynamic Traffic report, as well as consideration of the comments from the public, the Township finds it to be in the best interests of the Township and its citizens to establish and amend the parking regulations on portions of Burlington Road, Chestnut Hill Drive, Crest Drive, Ford Place, Gallinson Drive, Hunterdon Boulevard, Mercer Road, Murray Hills Boulevard, Somerset Place, Summit Road, Sussex Road, and Watchung Boulevard.

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

Section 1. Paragraph A entitled “No Parking, Standing or Stopping” of Section 10.36.010 entitled “Parking Restrictions” of Chapter 10.36 entitled “Parking Restrictions” of Title 10 entitled “Vehicles and Traffic” of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended to read as follows: [New language **bold and underlined**; deleted language ~~double strikethrough~~]

10.36.010 – Parking restrictions.

A. No Parking, Standing or Stopping.

1. Berkeley Avenue.

- a. North Side from Plainfield Avenue to Harwood Avenue;
 - b. Both sides, from its intersection with Park Avenue for a distance of two hundred (200) feet south.
 - c. Both sides, from its intersection with Park Avenue north to its terminus at the Berkeley Heights Public Works Department parking lot, during the time period from eight a.m. to ten a.m., weekdays only.
 - d. Both sides from its intersection with Sherman Avenue north to its intersection with Springfield Avenue.
2. Bolton Boulevard.
- a. Both sides, from Park Avenue to Plainfield Avenue.
3. Briarwood Drive West.
- a. Both sides, between Fay Place and a point five hundred (500) feet north of the same, on school days between seven a.m. and six p.m. prevailing time.
4. **Burlington Road.**
- a. **North side, from the intersection with Murray Hill Boulevard to a point 200 feet south.**
54. Columbia Avenue.
- a. North side from the intersection of LaGrande Avenue westerly to the terminus of Columbia Avenue between the hours of four p.m. and eight p.m. weekdays and between the hours of one p.m. and eight p.m. Saturday and Sunday;
 - b. Southerly side from the westerly terminus of Columbia Avenue in an easterly direction along the property of the Board of Education (Block 1204 Lot 17) to the end of such property (approximately three hundred twenty-five (325) feet) no parking at any time.
 - c. Southerly side from the intersection with LaGrande Avenue westerly along the residential lots (approximately three hundred forty-five (345) feet) to the beginning of the property owned by the Board of Education (Block 1204 Lot 17) between the hours of four p.m. and eight p.m. weekdays and between the hours of one p.m. and eight p.m. Saturday and Sunday.
65. Cottage Street.
- a. South side from the intersection with Plainfield Avenue to the commencement of the cul-de-sac, no parking at any time.

7. Crest Circle.

- a. **West side from Crest Drive through and including at the South end of Crest Circle and extending on East side after the cul-de-sac.**

8. Crest Drive.

- a. **North side, from Sussex Road to Gallinson Drive;**
b. **South side from Sussex Road to the beginning of Crest Circle from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.**
c. **South side, from Crest Circle East through and including the cul-de-sac at the easterly end located between Gallinson Drive and Countryside Drive, through and including the cul-de-sac at the easterly end of Crest Drive, and extending on the north side after the cul-de-sac.**

96. Diamond Hill Road.

- a. Both sides, from the Somerset County line to a point five hundred (500) feet north of the north side of Valley Road;
b. West side, for a distance of one hundred (100) feet from both sides of Twin Falls Road;
c. East side, for a distance of one hundred (100) feet from both sides of South View Drive;
d. East side, for a distance of one hundred (100) feet from both sides of McMane Avenue;
e. West side, from a point fifty (50) feet north of the extension of the centerline of McMane Avenue to the south property line of the Diamond Hill Community Church premises;
f. West side, from the southerly side line of Mountain Avenue for a distance of one hundred fifty (150) feet south.

107. Fairfax Drive.

- a. North side beginning at a point representing the extension of the southerly sideline of Windsor Way intersecting with the northerly sideline of Fairfax Drive and running in a westerly direction along Fairfax Drive a distance of one hundred fifty (150) feet between the hours of seven a.m. and six p.m. school days only;
b. South side, beginning at the intersection of Windsor Way and Fairfax Drive and running in a westerly direction two hundred fifty (250) feet between the hours of seven a.m. and six p.m. school days only.

118. Fay Place.

- a. North side, for its entire length, from eight a.m. to four p.m., on school days.

12 Gallinson Drive.

- a. West side, from Crest Drive to Summit Road.**

139. Grandview Avenue.

- a. Both sides from Park Avenue to Plainfield Avenue.

1410. Harwood Avenue.

- a. West side from Berkeley Avenue to La Grande Avenue.

1511. Hunterdon Boulevard.

- a. South side, from Glenside Road to Murray Hill Boulevard; ~~North side, from Glenside Road to a point one hundred (100) feet east thereof;~~
- ~~b. South side, from Glenside Road to Murray Hill Boulevard~~
- b. North side from Murray Hill Boulevard to a point 100 feet West.**

1612. Industrial Road.

- a. Both sides, entire length, no parking at any time.

1713. LaGrand Avenue.

- a. Both sides, from the intersection of Grandview Avenue southerly to the terminus of LaGrand Avenue at Harwood Avenue, between the hours of four p.m. and eight p.m. weekdays, and between one p.m. and eight p.m. on Saturdays and Sundays.

1814. Locust Avenue.

- a. Both sides, from Dreier Avenue to Timber Drive, and on the southerly side of Locust Avenue, from Dreier Avenue to a point three hundred twenty-five (325) feet west of Dreier Avenue.

1915. Lone Pine Drive.

- a. Both sides, for its entire length.

2016. Maple Avenue.

- a. West side, from the southerly curblineline of Springfield Avenue to a point four hundred thirty-eight (438) feet southerly therefrom.

2117. Mercer Road.

- a. Northeast side ~~Both sides~~, between Hunterdon Boulevard and Watchung Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days; and
- b. Southside.

2218. Mountain Avenue.

- a. Either side, from the Borough of New Providence to the Somerset County line, at any time.

2319. Murray Hill Boulevard.

- a. West side, from Mountain Avenue to Watchung Boulevard, any time, for a distance of one hundred (100) feet in a southerly direction from its intersection with Mountain Avenue;
- b. East side, 25 feet from Summit Road and opposite at the intersection with Hunterdon Boulevard; and between Hunterdon Boulevard and Watchung Boulevard, eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.; and
- ~~e. West side, between Burlington Road and Watchung Boulevard, at any time.~~
- c. Northerly/Easterly side between Watchung Boulevard and the intersection with Hunterdon Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

2420. Park Avenue.

- a. North side, for a distance of one thousand five hundred forty (1,540) feet west from the center line of Plainfield Avenue, except that area in front of the municipal building, between the police department entrance of the parking lot and the easterly side of the municipal driveway opposite Bolton Boulevard;
- b. Both sides, for a distance of one hundred (100) feet from the north side of Mountain Avenue;
- c. South side, from a point twenty-five (25) feet east of the east side of Bolton Boulevard to a point seventy-five (75) feet west of the west side of the exit from the municipal driveway opposite Bolton Boulevard;
- d. North side, for a distance of sixty-six (66) feet east of a point ten (10) feet east of the east side of the entrance walkway to the

township municipal building, except for periods of fifteen (15) minutes or less;

- e. South side, from the center line of Bolton Boulevard to the center line of Berkeley Avenue.

2521. Park Property.

- a. Township-owned property abutting Plainfield Avenue, Park Avenue and Bolton Boulevard.

2622. Passaic Avenue.

- a. East side from the intersection with Springfield Avenue south ninety-eight (98) feet to the intersection of the private driveway, no parking at any time.

2723. Plainfield Avenue.

- a. East side, from the southerly side line of Springfield Avenue to a point ninety (90) feet south thereof;
- b. East side between Bolton Boulevard and Hamilton Avenue. No standing or stopping between eight a.m. and nine a.m. and between two-thirty p.m. and three-thirty p.m., prevailing time, on school days between Roosevelt Avenue and Washington Avenue;
- c. West side, from a point fifty (50) feet north of the northerly property line of the Columbia School grounds south to Hamilton Avenue;
- d. Both sides, for a distance of three hundred (300) feet from both sides of Mountain Avenue;
- e. West side, from the southerly side line of Springfield Avenue to the northerly side line of Sherman Avenue;
- f. Both sides, for a distance of one hundred (100) feet from both sides of Emerson Lane intersection;
- g. Both sides, from April 15th to October 1st, annually, between four p.m. and eight p.m., prevailing time, Monday through Friday, and from one p.m. to eight p.m., prevailing time, Saturday and Sunday, from the tracks of the Delaware, Lackawanna and Western Railroad to a point two hundred (200) feet south of Cottage Street;
- h. Both sides, between the hours of eight a.m. and nine p.m., prevailing time, daily except Sunday, from the southerly side line of Sherman Avenue to a point fifty (50) feet north or the nearest rail of the tracks of the Delaware, Lackawanna and Western Railroad tracks, except parallel parking for periods of not more than one hour;
- i. East side, beginning at a point ninety (90) feet from the southerly side line of Springfield Avenue to the northerly side line of Sherman Avenue, between the hours of seven a.m. and nine p.m.,

prevailing time, except for periods of not more than fifteen (15) minutes;

- j. Both sides, for longer than one hour, between its intersection with Springfield Avenue and its intersection with Washington Street, from eight a.m. to ten a.m., Monday through Friday.
- k. West side, between a point two hundred seventy (270) feet north of the north side line of Berkeley Avenue and a point one hundred ten (110) feet south of the south side line of Berkeley Avenue, except during funeral and wedding processions for those vehicles attending;
- l. East side, between a point one hundred forty (140) feet south of the promulgation of the southerly side line of Berkeley Avenue and a point one hundred fifty (150) feet north of the promulgation of the northerly side line of Berkeley Avenue, except during funeral and wedding processions for those vehicles attending.

2824. River Road.

- a. Both sides from the intersection with Springfield Avenue north one hundred twenty-five (125) feet, no parking at any time.

2925. Rogers Place.

- a. Both sides, for its entire length.

3026. Roosevelt Avenue.

- a. South side, within one hundred (100) feet of the intersection of Plainfield Avenue;
- b. South side, from the intersection of Hamilton Avenue to a point six hundred (600) feet west of the same;
- c. North side, for its entire length.

3127. Scott Avenue.

- a. Both sides, from April 15th to October 1st, annually, between four p.m. and eight p.m., prevailing time, Monday through Friday, and from one p.m. to eight p.m., prevailing time, Saturday and Sunday.

3228. Sherman Avenue.

- a. North side, from Plainfield Avenue to Station Street except for two designated parallel parking spaces beginning thirty (30) feet west of the westerly sideline of Plainfield Avenue and two designated parallel parking spaces beginning one hundred twenty-eight (128) feet east of the easterly sideline of Station Street which spaces shall be restricted to one hour parking;

- b. South side in any area not designated as a space within the municipal parking lot;
- c. North side, from the westerly sideline of Station Street to the easterly sideline of Berkeley Avenue except for parallel parking spaces as designated in the areas beginning a distance of forty (40) feet west of the westerly sideline of Station Street extending to a point one hundred sixty (160) feet west of the westerly sideline of Station Street and from a point two hundred sixty (260) feet west of the westerly sideline of Station Street to a point three hundred fifty (350) feet west of the westerly sideline of Station Street all of which spaces shall be restricted to two hour parking, daily except Sunday.
- d. North side from Plainfield Avenue easterly to terminus no parking any time.

3329. Snyder Avenue.

- a. Both sides, for a distance of three hundred (300) feet from both sides of Springfield Avenue, and three hundred (300) feet north of Mountain Avenue;
- b. Both sides, including no standing or stopping on school days from **eight a.m. to three p.m., prevailing time, for a distance of two hundred (200) feet from both sides of the entrance driveway to Hughes School;**
- c. Both sides between Ferndale Drive and the New Jersey Transit Railroad;
- d. Westerly side, southerly from the intersection of Snyder Avenue and the New Jersey Transit Corporation Railroad (Lot 9 in Block 703) to the northerly side of Hamilton Avenue;
- e. Southbound, from the south-west corner of the intersection of Springfield Avenue to Industrial Avenue;
- f. Northbound, from north-east corner of Locust Avenue to north-east corner of Ferndale Drive.

3430. Somerset Place.

- ~~a. East side no parking Both sides, between Hunterdon Boulevard and Watchung Boulevard, eight a.m. to nine a.m. and two thirty p.m. to four p.m., school days.~~
- b. West side no parking from eight a.m. to nine a.m. and two thirty p.m to four p.m. school days.**

3534. Springfield Avenue.

- a. North side, for a distance of seventy-five (75) feet from both side of Delmore Avenue;
- b. Both sides, for a distance of one hundred (100) feet from both sides of Snyder Avenue;

- c. Both sides, from the east end of the bridge over the Passaic River to the Morris County line;
- d. North side, for a distance of one hundred eight (108) feet east from the easterly side of Plainfield Avenue.
- e. North side, for a distance of one hundred fifty (150) feet west from the westerly side line of Plainfield Avenue;
- f. South side, from the easterly curbline of Plainfield Avenue to a point one hundred fifty-five (155) feet east therefrom;
- g. South side, for a distance of one hundred fifty (150) feet west from the westerly side line of Plainfield Avenue;
- h. North side, from the easterly side line of Station Street to a point one hundred fifty (150) feet west of the westerly side line of Plainfield Avenue and from a point one hundred eight (108) feet east of the easterly side line of Plainfield Avenue to the westerly side line of Summit Avenue, between the hours of eight a.m. and nine p.m. Fridays, and between the hours of eight a.m. and six p.m. other days, prevailing time, except for periods of not more than one hour;
- i. South side, from a point one hundred fifty (150) feet west of the westerly side line of Plainfield Avenue to a point two hundred (200) feet west of the westerly side line of Plainfield Avenue and from a point one hundred fifty (150) feet east of the easterly side line of Plainfield Avenue to the westerly side line of Summit Avenue, between the hours of eight a.m. and nine p.m. Fridays, and between the hours of eight a.m. and six p.m. other days prevailing time, except for periods of not more than one hour and from a point two hundred (200) feet west of the westerly side line of Plainfield Avenue to the easterly side line of Station Avenue during the same times except for periods of not more than two hours.
- j. North side, two hundred fifty (250) feet east of Passaic Avenue to a point three hundred seventy-five (375) feet east of Passaic Avenue;
- k. North side, from a point four hundred sixty (460) feet east of the easterly side line of Kuntz Avenue to a point two hundred sixty (260) feet east of the easterly curbline of Summit Avenue;
- l. South side, from a point two hundred eighty (280) feet east of the easterly curbline of Summit Avenue to a point four hundred sixty (460) feet east of the easterly side line of Kuntz Avenue extended;
- m. South side, from a point one hundred thirty (130) feet west of the westerly curbline of Summit Avenue to a point eighty (80) feet westerly therefrom.

3632. Station Street.

- a. West side from Springfield Avenue to Sherman Avenue;
- b. East side from Springfield Avenue to Sherman Avenue except for multi-passenger vehicles operated by governmental authorities,

nonprofit organizations or under contract to same (e.g. SAGE, Red Cross, Union County Paratransit), or vehicles with handicapped plates, in the designated loading zone, for periods not to exceed ten (10) minutes for the purpose of picking up or discharging passengers only;

- c. Both sides from its intersection with Springfield Avenue north to its terminus at Grant Street.

3733. Summit Avenue.

- a. Both sides, from Sherman Avenue to the Passaic River.

38. Summit Road.

- a. South side, between Murray Hill Boulevard and Gallinson Drive.

39. Sussex Road.

- a. South side, from the northerly terminus of the roadway to the terminus of the cul-de-sac on the easterly side of the roadway; and
- b. Northeast side beginning at the terminus of the cul-de-sac to the terminus of the roadway, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

4034. Valley Road.

- a. Both sides, from the Somerset County line easterly to a point five hundred (500) feet east of the east side of Diamond Hill Road.

4135. Watchung Boulevard.

- a. North side, the entire length of the roadway, including the cul-de-sac between Murray Hill Boulevard and Somerset Place;
- b. South side Both sides, from Somerset Place to the westerly terminus, eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days. Murray Hill Boulevard.
From the Western most entrance of the Governor Livingston High School parking lot to the terminus of the cul-de-sac from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

4236 Windsor Way.

- a. Northerly side, for a distance of one hundred (100) feet in an easterly direction from its intersection with Park Avenue.

4337. Old Farm Road.

- a. Both sides, from its intersection with Mercier Place to its terminus at Emerson Lane.

Section 2. In accordance with N.J.S.A. 39:4-198, the Township Public Works Department is authorized to erect the appropriate signage along the applicable portions of the public roadways in conformance with the current Manual on Uniform Traffic Control Devices and New Jersey law.

Section 3. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 4. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 6. This Ordinance shall not take effect until after final passage, approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7, and publication in accordance with all applicable laws and statutes.

**NOTICE OF
INTRODUCTION**

Ordinance -2015

**“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS,
COUNTY OF UNION, STATE OF NEW JERSEY, AMMENDING, REVISING
AND SUPPLEMENING CHAPTER 10.36 ENTITLED “PARKING
RESTRICTIONS” OF TITLE 10 ENTITLED “VEHICLES AND TRAFFIC” OF
THE CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS TO ESTABLISH
AND AMEND THE PARKING REGULATIONS ON A PORTION OF
VARIOUS ROADWAYS.”**

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **March 10, 2015** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **March 24, 2015** at **7:00** p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk’s office in said Municipal Building, to the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**