



**IX. APPROVAL OF MINUTES – Public Meeting – May 5, 2015**

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

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

**XI. PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE INTRODUCED ON June 23, 2015.**

**“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION STATE OF NEW JERSEY, CONSENTING TO THE PETITION OF LIGHTOWER FIBER NETWORKS TO UTILIZE THE TOWNSHIP’S RIGHTS-OF-WAY WITHIN THE TOWNSHIP OF BERKELEY HEIGHTS, AND AUTHORIZING THE AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF SAME.”**

Explanation: This Ordinance consents to the petition of Lightower Fiber Networks to utilize the Township’s rights-of-way for the purpose of operating a telecommunications network, and authorizing the Agreement setting forth the terms and conditions of same.)

**XII .NEW BUSINESS- RESOLUTIONS**

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

**A. RESOLUTIONS**

1. Resolution approving Bill List dated July 7, 2015 in the amount of \$586,768.78.
2. Resolution authorizing renewal applications for 2015/2016 Alcoholic Beverage Licenses.
3. Resolution authorizing the Stipulation of Settlement relative to the tax appeal of James Dale Enterprises Inc., 714 Springfield Avenue, Block 504 Lot 2.
4. Resolution authorizing the Stipulation of Settlement relative to the tax appeal of James Dale Enterprises Inc., 730 Springfield Avenue, Block 504 Lot 1.
5. Resolution authorizing the Stipulation of Settlement relative to the tax appeal of James Dale Enterprises Inc., 735 Springfield Avenue, Block 501 Lot 1.
6. Resolution endorsing the submission of the Year 2014 Recycling Tonnage Grant application by Robert Bocchino, Township Engineer.

7. Resolution endorsing the submission of the 2015 Food Waste, Tire Clean-up & Public Space Bonus Recycling Grant application by Robert Bocchino, Township Engineer.
8. Resolution authorizing the award of contract to Regional Industries, LLC., 800 East Grand Street, Elizabeth, NJ, for the Residential Clean-Up, In the amount not to exceed 128,000.00.
9. Resolution appointing Patricia Donahue as Registrar of Vital Statistics for a (3) year period.

**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**

**June 2015**

1. Governor Livingston High School Graduation (for June 18<sup>th</sup>) Invitation received on June 8, 2015.
2. Correspondence, received on June 11, 2015, from members of the Berkeley Heights Vol. Fire Department regarding Chief Padovano's capital requests.
3. Resolution No. 2015-203, received on June 11, 2015, from the Township of Springfield, regarding amending the provisions of the current stream cleaning law.
4. Resolution No. 068-2015, received on June 15, 2015, from the Borough of Laurel Springs, regarding support of Assembly Bill A-4235 supporting the "Transparent Tax Act of 2015."
5. Ordinance No. 766-2015, received on June 22, 2015, from the Union County Board of Chosen Freeholders, regarding the payment of the principal and interest on certain county guaranteed revenue bonds.
6. Ordinance No. 765-2015, received on June 22, 2015, from the Union County Board of Chosen Freeholders, regarding the bond ordinance to authorize the making of various public improvements and acquisitions.
7. Correspondence received from the New Providence Amateur Radio Club, received on June 26, 2015, regarding Field Day events on June 27<sup>th</sup> and June 28<sup>th</sup>.

**Mayor's Correspondence**  
**June 2015**

1. **Linda Weber** – invitation to Relay for Life 2015
2. **Boy Scouts of America** – invitation to 2015 Liberty Jamboree
3. **Amy Wagner, UC Dept of Economic Development** – invitation to be on Steering Advisory Committee to guide the development of the new UC Transportation Master Plan
4. **Ralph LaRossa, COO PSEG** – letter updating NJ leaders on important matters to their customers, company and state of NJ initiatives
5. **Scott McKinney** – invitation to GLHS graduation ceremony
6. **NJ Business and Industry Association** – letter regarding several municipalities efforts to implement paid sick leave
7. **Flood Risk Evaluator** – marketing information
8. **Bethlehem Pre-Cast** – marketing material
9. **UC Deputy County Manager** – letter informing you of \$45K grant award for 2015 Infrastructure and Municipal Aid Grant Program
10. **Connell Foley** – letter giving formal notice that Lockhern Associates and Lockhern Property are “interested party” with regard to Township’s compliance w/affordable housing obligations.
11. **Wilf Law Firm** – letter giving formal notice that Berkeley Developers LLC are “interested party” with regard to Township’s compliance with affordable housing obligations
12. **UC Transportation Advisory Board** – meeting agenda
13. **NJLM** – June legislative bulletin and call for nominations for elected official hall of fame
14. **BHFD** – letter regarding the department’s capital request specifically regarding age and maintenance of apparatus fleet

EXPLANATION: This Ordinance consents to the petition of Lightower Fiber Networks to utilize the Township's rights-of-way for the purpose of operating a telecommunications network, and authorizing the Agreement setting forth the terms and conditions of same.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

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

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Consenting to the Petition of Lightower Fiber Networks to Utilize the Township's Rights-of-Way Within the Township of Berkeley Heights, and Authorizing the Agreement Setting Forth the Terms and Conditions of Same.

**WHEREAS**, Lightower Fiber Networks ("Lightower") was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TM08040212 on June 16, 2008, and intends to provide telecommunication services in accordance with these Orders and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

**WHEREAS**, pursuant to such authority granted by the New Jersey Board of Public Utilities, Lightower may locate, place, attach, install, operate and maintain facilities within public rights-of-way for purposes of providing telecommunications services, with the consent of the Township; and

**WHEREAS**, Lightower proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the Township for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system; and

**WHEREAS**, N.J.S.A. 48:3-11, *et seq.*, authorizes a municipality to consent, by ordinance, to the petition of a public utility to use public rights-of-way for the operation of public utilities for a period not exceeding fifty years ; and

**WHEREAS**, in addition, N.J.S.A. 48:17-10, authorizes a municipality to permit telegraph or telephone companies to construct local telephone lines along public rights-of-way within that municipality; and

**WHEREAS**, the Township and Lighttower have negotiated an agreement entitled Right-of-Way Use Agreement which shall govern the terms and conditions of the Township's consent to utilize the public rights-of-way within the Township, a copy of which is attached hereto and made a part hereof, which Agreement has been reviewed and approved by the Township Attorney and the representatives of Lighttower; and

**WHEREAS**, the Mayor and Township Council of the Township of Berkeley Heights finds it to be in the best interest of the Township and its citizens to promote competition in the telecommunications market and to grant consent to Lighttower's petition to utilize the public rights-of-way within the Township for the purposes set forth herein pursuant to the terms and conditions set forth in the Right-of-Way Use Agreement.

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

Section 1. The Township of Berkeley Heights hereby consents to the petition of Lighttower to utilize the public rights-of-way within the Township for the purposes of owning, constructing, installing, operating, repairing and maintaining a telecommunications system subject to the terms and conditions set forth herein and in the Right-of-Way Use Agreement, which Agreement is attached hereto and incorporated by referenced as if more fully set forth at length herein.

Section 2. The Mayor and Township Clerk are hereby authorized and directed to execute the attached Agreement with Lighttower to govern the terms and conditions of the consent to utilize the public rights-of-way.

Section 3. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

Section 4. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Berkeley Heights, the provisions hereof shall be determined to govern. All other ordinances of the Township of Berkeley Heights are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 5. 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.

INTRODUCED the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Robert Woodruff, Mayor

ATTEST:

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

**NOTICE OF  
INTRODUCTION**

**Ordinance -2015**

**“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Consenting to the Petition of Lightower Fiber Networks to Utilize the Township’s Rights-of-Way Within the Township of Berkeley Heights, and Authorizing the Agreement Setting Forth the Terms and Conditions of Same.”**

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 **June 23, 2015** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **July 7, 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	✓			
MAYOR MINKOFF				

## **RIGHT-OF-WAY USE AGREEMENT**

THIS RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated June \_\_\_\_, 2015 (the "Effective Date"), and entered into by and between the TOWNSHIP OF BERKELEY HEIGHTS ("Municipality"), a New Jersey municipal corporation, having its address at 29 Park Avenue, Berkeley Heights, New Jersey 07922; and LIGHT TOWER FIBER LONG ISLAND, LLC d/b/a Lighttower Fiber Networks (referred to herein as "Lighttower") with offices located at 80 Central Street, Boxborough, MA 01719.

### **RECITALS**

WHEREAS, Lighttower was approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TM08040212 on June 16, 2008, and intends to provide telecommunication services in accordance with these Orders and the rules and regulations of the Federal Communications Commission and the New Jersey Board of Public Utilities; and

WHEREAS, pursuant to such authority granted by the New Jersey Board of Public Utilities, Lighttower may locate, place, attach, install, operate and maintain facilities within public rights-of-way for purposes of providing telecommunications services; and

WHEREAS, Lighttower proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the Municipality for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

WHEREAS, it is in the best interests of the Municipality and its citizenry for the Municipality to grant consent to Lighttower to occupy said public rights-of-way within the Municipality for this purpose.

WHEREAS, the consent granted herein is for the non-exclusive use of the public rights-of-way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Municipality and Lighttower hereby agree to and with each other as follows:

**Section 1: Definitions**

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Lighttower" is the grantee of rights under this Use Agreement and is known as Lighttower, their successors and assigns.
- c. "Municipality" is the grantor of rights under this Use Agreement and is known as the Township of Berkeley Heights, County of Union, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Public Rights-of-Way" means the space in, upon, above, along, across, over, and through any public land, road, street or highway of the Municipality, including lands with public utility facilities as the same now or hereafter may exist, that are under the jurisdiction of the Municipality. This term shall not include county, state, or federal rights-of-way or any property owned by any person or agency other than the Municipality, except as provided by applicable Laws or pursuant to an agreement between the Municipality and any such person or agency.
- f. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

**Section 2: Grant of Consent.**

The Municipality hereby grants Lighttower its municipal consent for the non-exclusive use of the Public Rights-of-Way within the Municipality for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

**Section 3: Public Purpose.**

It is deemed to be in the best interests of the Municipality and its citizenry, particularly including commercial and industrial citizens, for the Municipality to grant consent to Lightower to occupy said Public Rights-of-Way within the Municipality for this purpose.

**Section 4: Scope of Use Agreement.**

Any and all rights expressly granted to Lightower under this Use Agreement, which shall be exercised at Lightower's sole cost and expense, shall be subject to the prior and continuing right of the Municipality under applicable laws to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such Public Rights-of-Way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Lightower a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

The Municipality hereby authorizes and permits Lightower to enter upon the Public Rights-of-Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or other structures owned by public utility companies, or others, or to be constructed by Lightower located within the Public Rights-of-Way as may be permitted by the property owner, as the case may be.

**Section 5: Compliance with Ordinance**

Lightower shall comply with all applicable existing ordinances of the Municipality as may be amended from time to time and with all future ordinances as may be enacted to the extent such ordinances are consistent with state and federal law.



80 Central Street  
Boxborough, MA 01719  
Attn: General Counsel

To the Municipality at: Township of Berkeley Heights  
29 Park Avenue  
Berkeley Heights, New Jersey 07922  
Attn: Township Clerk

**Section 9. Liability Insurance**

Lighttower shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million Dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy amount in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Lighttower shall file with the Municipality Certificates of Insurance with endorsements evidencing the coverage provided by said liability and excess liability policies.

The Municipality shall notify Lighttower within fifteen (15) days after the presentation of any claim or demand to the Municipality, either by suit or otherwise, made against the Municipality on account of any of Lighttower or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

**Section 10. Assignment.**

Lighttower may not assign this Use Agreement without the written consent of the Municipality, which consent shall not be unreasonably withheld or delayed, except that Lighttower shall have the right, upon notice to the Municipality, to assign this Use Agreement without the Municipality's consent if such assignment is approved by the BPU.

**Section 11. Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 12. Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 13. Incorporation of Prior Agreements.**

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 14. Modification of Agreement.**

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 15. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 16. Counterparts.**

This Agreement may be executed and delivered in several counterparts, each of which,

when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEEOF, this Use Agreement has been executed as of the date set forth below.

TOWNSHIP OF BERKELEY HEIGHTS

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

\_\_\_\_\_  
By: Robert Woodruff, Mayor

Dated: \_\_\_\_\_, 2015

LIGHTOWER FIBER NETWORKS

\_\_\_\_\_  
Name:

Title:

Dated: \_\_\_\_\_, 2015

\_\_\_\_\_  
Name:

Title:

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

**NOTICE OF FINAL ADOPTION**

**PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE  
INTRODUCED ON JUNE 23, 2015:**

**“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Consenting to the Petition of Lightower Fiber Networks to Utilize the Township’s Rights-of-Way Within the Township of Berkeley Heights, and Authorizing the Agreement Setting Forth the Terms and Conditions of Same.”**

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 July 7, 2015.

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

Agenda Item # 1

**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 7/7/15, in the amount of \$586,768.78 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 7th day of July, 2015.

**ATTEST:**

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Ana Minkoff  
Township Clerk

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

**RESOLUTION**

**WHEREAS**, renewal applications for 2015/2016 Alcoholic Beverage Licenses in proper form, together with the appropriate license fees, have been received from the following:

**PLENARY RETAIL DISTRIBUTION LICENSES:**

**Agathis Nickolas T. – (INACTIVE)** #2001-44-003-009

**CLUB LICENSES:**

**Our Lady of Mt. Carmel Society** #2001-31-011-001  
56 River Road

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, that the aforementioned Alcoholic Beverage Licenses are hereby renewed for a period of one (1) year expiring June 30, 2016.

Copies of this Resolution are to be forwarded to the Alcoholic Beverage Control Commission, the above licenses, Board of Health, Construction Code Official, Police Department, and Fire Department.

**APPROVED this 7th day of July, 2015.**

**ATTEST:**

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

Agenda Item No.: 3

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

**RESOLUTION**

WHEREAS, James Dale Enterprises, Inc. ("Taxpayer"), the owner of Block 504, Lot 2 on the Township of Berkeley Heights' Tax Assessment Maps, commonly known as 714 Springfield Avenue ("Property"), filed an appeal of its 2011, 2012, 2013, 2014 & 2015 tax assessments in the Tax Court of New Jersey, Docket Nos. 009055-2011, 007017-2012, 009759-2013, 010423-2014 and 002798-2015.

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

WHEREAS, Block 504, Lot 2 was assessed at \$314,500 for the years under appeal; and

WHEREAS, an acceptable settlement of the aforesaid tax appeal has been negotiated which affirms the 2011 total tax assessment and reduces the 2012, 2013, 2014 and 2015 total tax assessments levied upon Block 504, Lot 2; and

WHEREAS, the 2011 assessment shall be affirmed and remain unchanged at \$314,500; and

WHEREAS, the 2012, 2013, 2014 and 2015 assessments, based upon said reduction, will be \$221,500 instead of \$314,500 for Block 504, Lot 2; and

WHEREAS, Taxpayer has agreed to waive the payment of statutory interest on any refund or overpayment due provided the tax refund is paid within sixty (60) days of the issuance of the Tax Court Judgment; and

WHEREAS, the Township Council leaves the allocation between land and improvements of the aforesaid tax assessment reduction to the Township of Berkeley Heights' Tax Assessor's discretion with the direction that the same be set so as to be most beneficial to the Township; and

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

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

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

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

1. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish the allocation between land and improvements of a \$221,500 total tax assessment for the 2012, 2013, 2014 and 2015 tax years for Block 504, Lot 2, which is most beneficial to the Township of Berkeley Heights and advise the Special Tax Counsel of that allocation.
2. The Special Tax Counsel, Martin Allen, is hereby authorized to execute a Stipulation of Settlement relative to the tax appeal of James Dale Enterprises, Inc. ("Taxpayer") Docket Nos. 009055-2011, 007017-2012, 009759-2013, 010423-2014 and 002798-2015 which affirms the total tax assessment of \$314,500 on Block 504, Lot 2 for the 2011 tax year; which reduces the total tax assessment on Block 504, Lot 2 from \$314,500 to a reduced total tax assessment of \$221,500 for the 2012, 2013, 2014 and 2015 tax years; and which provides that the Taxpayer waives the payment of statutory interest on any refund or overpayment due provided the tax refund is paid within sixty (60) days of the entry of the Tax Court Judgment.

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

APPROVED this 7<sup>th</sup> day of July, 2015.

ATTEST:

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Ana Minkoff, Township Clerk

(Doc. #a0853785.wpd)

LAW OFFICE OF NATHAN P. WOLF, LLC  
 673 Morris Avenue  
 Springfield, New Jersey 07081  
 (973) 218-6323  
 Attorney for Plaintiff  
 Attorney ID#022241979

<p>JAMES DALE ENTERPRISES, INC,</p> <p style="text-align: center;">Plaintiff</p> <p>vs.</p> <p>TOWNSHIP OF BERKELEY HEIGHTS,</p> <p style="text-align: center;">Defendant</p>	<p style="text-align: center;">TAX COURT OF NEW JERSEY</p> <p>Docket Number: 010423-2014</p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>STIPULATION OF SETTLEMENT</b> (Without Affidavit)</p> <p>Assigned Judge:          Honorable Patrick De Almeida, J.T.C.</p>
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1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: ..... 504  
 Lot: ..... 1  
 Street Address: ..... 730 Springfield Avenue  
 Years: ..... 2014

	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$300,100	\$300,100	\$250,000
IMPROVEMENTS	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
TOTAL	\$300,100	\$300,100	\$250,000

Block: ..... 504  
 Lot: ..... 2  
 Street Address: ..... 714 Springfield Avenue  
 Years: ..... 2014

	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$189,100	\$189,100	\$150,000
IMPROVEMENTS	<u>\$125,400</u>	<u>\$125,400</u>	<u>\$71,500</u>
TOTAL	\$314,500	\$314,500	\$221,500

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

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

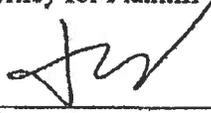
4. All refunds as a result of the settlement set forth herein shall be payable to: "Law Office of Nathan P. Wolf, LLC and JAMES DALE ENTERPRISES, INC", and forwarded to Nathan P. Wolf within sixty (60) days of the date of the Judgment.

5. Provided that the refund payable as a result of the entry of Judgment pursuant to this stipulation is made within sixty (60) days of the date of the Judgment, taxpayer agrees to waive the interest otherwise payable pursuant to *N.J.S.A. 54:3-27*.

6. Any provisions herein which are not incorporated in the judgment issued by the Court shall survive the entry of the judgment, remain in full force and effect and be subject to any appropriate action for enforcement of the provisions.

LAW OFFICE OF NATHAN P. WOLF, LLC  
Attorney for Plaintiff

DATED:

BY: 

\_\_\_\_\_  
Nathan P. Wolf

DIFRANCESCO BATEMAN  
Attorneys for Defendant

DATED:

BY: \_\_\_\_\_

Sandra Belli

Agenda Item: 4

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

**RESOLUTION**

WHEREAS, James Dale Enterprises, Inc. ("Taxpayer"), the owner of Block 504, Lot 1 on the Township of Berkeley Heights' Tax Assessment Maps, commonly known as 730 Springfield Avenue ("Property"), filed an appeal of its 2011, 2012, 2013, 2014 and 2015 tax assessments in the Tax Court of New Jersey, Docket Nos. 009055-2011, 007017-2012, 009759-2013, 010423-2014 and 002798-2015.

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

WHEREAS, Block 504, Lot 1 was assessed at \$300,100 for the years under appeal; and

WHEREAS, an acceptable settlement of the aforesaid tax appeal has been negotiated which affirms the 2011 total tax assessment and reduces the 2012, 2013, 2014 and 2015 total tax assessments levied upon Block 504, Lot 1; and

WHEREAS, the 2011 assessment shall be affirmed and remain unchanged at \$300,100; and

WHEREAS, the 2012, 2013, 2014 and 2015 assessments, based upon said reduction, will be \$250,000 instead of \$300,100 for Block 504, Lot 1; and

WHEREAS, Taxpayer has agreed to waive the payment of statutory interest on any refund or overpayment due provided the tax refund is paid within sixty (60) days of the issuance of the Tax Court Judgment; and

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

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

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

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

1. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish a \$250,000 total tax assessment for the 2012, 2013, 2014 and 2015 tax years for Block 504, Lot 1.
2. The Special Tax Counsel, Martin Allen, is hereby authorized to execute a Stipulation of Settlement relative to the tax appeal of James Dale Enterprises, Inc. ("Taxpayer") Docket Nos. 009055-2011, 007017-2012, 009759-2013, 010423-2014 and 002798-2015 which affirms the total tax assessment of \$300,100 on Block 504, Lot 1 for the 2011 tax year; which reduces the total tax assessment on Block 504, Lot 1 from \$300,100 to a reduced total tax assessment of \$250,000 for the 2012, 2013, 2014 and 2015 tax years; and which provides that the Taxpayer waives the payment of statutory interest on any refund or overpayment due provided the tax refund is paid within sixty (60) days of the entry of the Tax Court Judgment.

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

**APPROVED this 7<sup>th</sup> day of July, 2015**

**ATTEST:**

---

Ana Minkoff  
Township Clerk

(Doc. #a0853778.wpd)

LAW OFFICE OF NATHAN P. WOLF, LLC  
 673 Morris Avenue  
 Springfield, New Jersey 07081  
 (973) 218-6323  
 Attorney for Plaintiff  
 Attorney ID#022241979

<p>JAMES DALE ENTERPRISES, INC,</p> <p style="text-align: center;">Plaintiff</p> <p>vs.</p> <p>TOWNSHIP OF BERKELEY HEIGHTS,</p> <p style="text-align: center;">Defendant</p>	<p style="text-align: center;">TAX COURT OF NEW JERSEY</p> <p>Docket Number: 009055-2011          Docket Number: 007017-2012          Docket Number: 009759-2013</p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>STIPULATION OF SETTLEMENT</b>          (Without Affidavit)</p> <p>Assigned Judge:          Honorable Patrick De Almeida, J.T.C.</p>
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1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: .....504  
 Lot: .....1  
 Street Address:.....730 Springfield Avenue  
 Years:.....2011, 2012, 2013

<u>2011</u>	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$300,100		
IMPROVEMENTS	\$ 0	<u>DIRECT APPEAL</u>	<u>WITHDRAWN</u>
TOTAL	\$300,100		

<u>2012, 2013</u>	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$300,100		\$250,000
IMPROVEMENTS	<u>\$ 0</u>	<u>DIRECT APPEAL</u>	<u>\$ 0</u>
TOTAL	\$300,100		\$250,000

Block: ..... 504  
 Lot: ..... 2  
 Street Address: ..... 714 Springfield Avenue  
 Years: ..... 2011, 2012, 2013

<u>2011</u>	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$189,100		
IMPROVEMENTS	<u>\$125,400</u>	<u>DIRECT APPEAL</u>	<u>WITHDRAWN</u>
TOTAL	\$314,500		

<u>2012, 2013</u>	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$189,100		\$150,000
IMPROVEMENTS	<u>\$125,400</u>	<u>DIRECT APPEAL</u>	<u>\$71,500</u>
TOTAL	\$314,500		\$221,500

Block: ..... 501  
 Lot: ..... 1  
 Street Address: ..... 735 Springfield Avenue  
 Years: ..... 2011, 2012, 2013

<u>2011</u>	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$356,800		
IMPROVEMENTS	<u>\$1,384,400</u>	<u>DIRECT APPEAL</u>	<u>WITHDRAWN</u>
TOTAL	\$1,714,200		

<u>2012, 2013</u>	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$356,800		\$356,800
IMPROVEMENTS	<u>\$1,384,400</u>	<u>DIRECT APPEAL</u>	<u>\$833,200</u>
TOTAL	\$1,714,200		\$1,190,000

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

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

4. All refunds as a result of the settlement set forth herein shall be payable to: "Law Office of Nathan P. Wolf, LLC and JAMES DALE ENTERPRISES, INC", and forwarded to Nathan P. Wolf within sixty (60) days of the date of the Judgment.

5. Provided that the refund payable as a result of the entry of Judgment pursuant to this stipulation is made within sixty (60) days of the date of the Judgment, taxpayer agrees to waive the interest otherwise payable pursuant to *N.J.S.A. 54:3-27*.

6. Any provisions herein which are not incorporated in the judgment issued by the Court shall survive the entry of the judgment, remain in full force and effect and be subject to any appropriate action for enforcement of the provisions.

LAW OFFICE OF NATHAN P. WOLF, LLC  
Attorney for Plaintiff

DATED: 5/19/16

BY:   
Nathan P. Wolf

DIFRANCESCO BATEMAN  
Attorneys for Defendant

DATED:

BY: \_\_\_\_\_  
Sandra Belli

Agenda Item No.: 5

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

**RESOLUTION**

WHEREAS, James Dale Enterprises, Inc. ("Taxpayer"), the owner of Block 501, Lot 1 on the Township of Berkeley Heights' Tax Assessment Maps, commonly known as 735 Springfield Avenue ("Property"), filed an appeal of its 2011, 2012, 2013, 2014 and 2015 tax assessments in the Tax Court of New Jersey, Docket Nos. 009055-2011, 007017-2012, 009759-2013, 007854-2014 and 002798-2015.

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

WHEREAS, Block 501, Lot 1 was assessed at \$1,714,200 for the years under appeal; and

WHEREAS, an acceptable settlement of the aforesaid tax appeal has been negotiated affirms the 2011 total tax assessment and reduces the 2012, 2013, 2014 and 2015 total tax assessments levied upon Block 501, Lot 1; and

WHEREAS, the 2011 assessment shall be affirmed and remain unchanged at \$1,714,200; and

WHEREAS, the 2012, 2013 and 2014 assessments, based upon said reduction, will be \$1,190,000 instead of \$1,714,200 for Block 501, Lot 1; and

WHEREAS, the 2015 assessments based upon said reduction, will be \$1,159,000 instead of \$1,714,200 for Block 501, Lot 1; and

WHEREAS, Taxpayer has agreed to waive the payment of statutory interest on any refund or overpayment due provided the tax refund is paid within sixty (60) days of the issuance of the Tax Court Judgment; and

WHEREAS, the Township Council leaves the allocation between land and improvements of the aforesaid tax assessment reduction to the Township of Berkeley Heights' Tax Assessor's discretion with the direction that the same be set so as to be most beneficial to the Township; and

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

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

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

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

1. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish the allocation between land and improvements of a \$1,190,000 total tax assessment for the 2012, 2013 and 2014 tax years for Block 501, Lot 1, which is most beneficial to the Township of Berkeley Heights and advise the Special Tax Counsel of that allocation.
2. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish the allocation between land and improvements of a \$1,159,000 total tax assessment for the 2015 tax year for Block 501, Lot 1, which is most beneficial to the Township of Berkeley Heights and advise the Special Tax Counsel of that allocation.

3. The Special Tax Counsel, Martin Allen, is hereby authorized to execute a Stipulation of Settlement relative to the tax appeal of James Dale Enterprises, Inc. ("Taxpayer") Docket Nos. 009055-2011, 007017-2012, 009759-2013, 007854-2014 and 002798-2015 which affirms the total tax assessment of \$1,714,200 on Block 501, Lot 1 for the 2011 tax year; which reduces the total tax assessment on Block 501, Lot 1 from \$1,714,200 to a reduced total tax assessment of \$1,190,000 for the 2012, 2013 and 2014 tax years; which reduces the total tax assessment on Block 501, Lot 1 from \$1,714,200 to a reduced total tax assessment of \$1,159,000 for the 2015 tax year; and which provides that the Taxpayer waives the payment of statutory interest on any refund or overpayment due provided the tax refund is paid within sixty (60) days of the entry of the Tax Court Judgment.
4. The settlement outlined above shall be without prejudice to the Township of Berkeley Heights' dealings with any other Township taxpayers' request for tax assessment reductions.

APPROVED the 7<sup>th</sup> day of July, 2015.

ATTEST:

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Ana Minkoff  
Township Clerk

LAW OFFICE OF NATHAN P. WOLF, LLC  
 673 Morris Avenue  
 Springfield, New Jersey 07081  
 (973) 218-6323  
 Attorney for Plaintiff  
 Attorney ID#022241979

<p>JAMES DALE ENTERPRISES, INC,           Plaintiff</p> <p>vs.</p> <p>TOWNSHIP OF BERKELEY HEIGHTS,           Defendant</p>	<p>TAX COURT OF NEW JERSEY</p> <p>Docket Number: 002798-2015</p> <p>Civil Action</p> <p>STIPULATION OF SETTLEMENT          (Without Affidavit)</p>
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1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: ..... 501  
 Lot: ..... 1  
 Street Address: ..... 735 Springfield Avenue  
 Years: ..... 2015

	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$356,800	DIRECT	\$356,800
IMPROVEMENTS	<u>\$1,384,400</u>	<u>APPEAL</u>	<u>\$802,200</u>
TOTAL	\$1,714,200		\$1,159,000

Block: .....504  
 Lot: .....1  
 Street Address:.....730 Springfield Avenue  
 Years:.....2015

	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$300,100	DIRECT	\$250,000
IMPROVEMENTS	\$0	<u>APPEAL</u>	\$0
TOTAL	\$300,100		\$250,000

Block: .....504  
 Lot: .....2  
 Street Address:.....714 Springfield Avenue  
 Years:.....2015

	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$189,100	DIRECT	\$150,000
IMPROVEMENTS	<u>\$125,400</u>	<u>APPEAL</u>	<u>\$71,500</u>
TOTAL	\$314,500		\$221,500

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

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

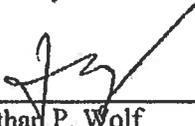
4. All refunds as a result of the settlement set forth herein shall be payable to: "Law Office of Nathan P. Wolf, LLC and JAMES DALE ENTERPRISES, INC", and forwarded to Nathan P. Wolf within sixty (60) days of the date of the Judgment.

5. Provided that the refund payable as a result of the entry of Judgment pursuant to this stipulation is made within sixty (60) days of the date of the Judgment, taxpayer agrees to waive the interest otherwise payable pursuant to *N.J.S.A. 54:3-27*.

6. Any provisions herein which are not incorporated in the judgment issued by the Court shall survive the entry of the judgment, remain in full force and effect and be subject to any appropriate action for enforcement of the provisions.

LAW OFFICE OF NATHAN P. WOLF, LLC  
Attorney for Plaintiff

DATED: 5/14/16

BY:   
Nathan P. Wolf

DIFRANCESCO BATEMAN  
Attorneys for Defendant

DATED:

BY: \_\_\_\_\_  
Sandra Belli

LAW OFFICE OF NATHAN P. WOLF, LLC  
 673 Morris Avenue  
 Springfield, New Jersey 07081  
 (973) 218-6323  
 Attorney for Plaintiff  
 Attorney ID#022241979

<p>JAMES DALE ENTERPRISES, INC,</p> <p style="text-align: center;">Plaintiff</p> <p>vs.</p> <p>TOWNSHIP OF BERKELEY HEIGHTS,</p> <p style="text-align: center;">Defendant</p>	<p style="text-align: center;">TAX COURT OF NEW JERSEY</p> <p><b>Docket Number: 007854-2014</b></p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>STIPULATION OF SETTLEMENT</b> (Without Affidavit)</p> <p>Assigned Judge:          Honorable Patrick De Almeida, J.T.C.</p>
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1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: .....501  
 Lot: ..... 1  
 Street Address:..... 735 Springfield Avenue  
 Years:.....2014

	<u>ORIGINAL ASSESSMENT</u>	<u>COUNTY BOARD JUDGMENT</u>	<u>REQUESTED TAX COURT JUDGMENT</u>
LAND	\$356,800		\$356,800
IMPROVEMENTS	<u>\$1,384,400</u>	<u>DIRECT APPEAL</u>	<u>\$833,200</u>
TOTAL	\$1,714,200		\$1,190,000

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

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

4. All refunds as a result of the settlement set forth herein shall be payable to: "Law Office of Nathan P. Wolf, LLC and JAMES DALE ENTERPRISES, INC", and forwarded to Nathan P. Wolf within sixty (60) days of the date of the Judgment.

5. Provided that the refund payable as a result of the entry of Judgment pursuant to this stipulation is made within sixty (60) days of the date of the Judgment, taxpayer agrees to waive the interest otherwise payable pursuant to *N.J.S.A. 54:3-27*.

6. Any provisions herein which are not incorporated in the judgment issued by the Court shall survive the entry of the judgment, remain in full force and effect and be subject to any appropriate action for enforcement of the provisions.

LAW OFFICE OF NATHAN P. WOLF, LLC  
Attorney for Plaintiff

DATED: 5/19/15

BY:   
Nathan P. Wolf

DIFRANCESCO BATEMAN  
Attorneys for Defendant

DATED:

BY: \_\_\_\_\_  
Sandra Belli

#6

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

**RESOLUTION**

**WHEREAS**, The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

**WHEREAS**, The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

**WHEREAS**, a resolution authorizing this municipality to apply for the 2014 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and to indicate the assent of The Township Council of the Township of Berkeley Heights to the efforts undertaken by the municipality and the requirement contained in the Recycling Act and recycling regulations; and

**WHEREAS**, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

**NOW THEREFORE BE IT RESOLVED** that the Township Council of the Township of Berkeley Heights hereby endorses the submission of the Year 2014 Recycling Tonnage Grant application to the New Jersey Department of Environmental Protection and designates Robert Bocchino as the Recycling Coordinator to ensure that the application is properly filed; and

**BE IT FURTHER RESOLVED** that the monies received from the Recycling Tonnage Grant be deposited in a dedicated trust fund to be used solely for the purpose of recycling.

Copies of this resolution shall be forwarded to the NJDEP, Robert Bocchino, and Treasurer.

**APPROVED** this 7<sup>th</sup> day of July, 2015.

**ATTEST:**

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

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

**RESOLUTION**

**WHEREAS**, The Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

**WHEREAS**, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the Tonnage grants and Bonus grants to develop new municipal recycling programs and to continue and to expand existing programs; and

**WHEREAS**, The New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

**WHEREAS**, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

**WHEREAS**, a resolution authorizing this municipality to apply for the 2015 Food Waste, Tire Clean-up & Public Space Bonus Recycling Grant will memorialize the commitment of this municipality to recycling and to indicate the assent of The Township Council of the Township of Berkeley Heights to the efforts undertaken by the municipality and the requirement contained in the Recycling Act and recycling regulations; and

**WHEREAS**, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

**NOW THEREFORE BE IT RESOLVED** that the Township Council of the Township of Berkeley Heights hereby endorses the submission of the 2015 Food Waste, Tire Clean-up & Public Space Bonus Recycling Grant application to the New Jersey Department of Environmental Protection and designates Robert Bocchino as the Recycling Coordinator to ensure that the application is properly filed; and

**BE IT FURTHER RESOLVED** that the monies received from the Recycling Tonnage Grant be deposited in a dedicated trust fund to be used solely for the purpose of recycling.

Copies of this resolution shall be forwarded to the NJDEP, Robert Bocchino, and Treasurer.

**APPROVED** this 7<sup>th</sup> day of July, 2015.

**ATTEST:**

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

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

**RESOLUTION**

**WHEREAS**, the Township advertised for bids for the Residential Clean-Up, bids were received on March 16, 2015 and the Township Engineer/Director of Public Works by letter dated June 29, 2015 has recommended that the contract be awarded to Regional Industries, 800 East Grand Street, Elizabeth, NJ 07201 as the most responsible bidder in the amount of \$128,000.00 and the Township Council concurs.

**NOW, THEREFORE BE IT RESOLVED** that the appropriate municipal officials are authorized to execute a contract with Regional Industries, LLC and the Treasurer is authorized to pay properly completed vouchers in an amount not to exceed \$128,000.00 for such work.

**BE IT FURTHER RESOLVED** that copies of this resolution be forwarded to Regional Industries, LLC, Treasurer and Township Engineer.

**APPROVED this 7th day of July 2015.**

**ATTEST:**

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

# 9

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

**RESOLUTION**

**BE IT RESOLVED** by the Township Council of the Township of Berkeley, County of Union and State of New Jersey, in meeting assembled, that Patricia Donahue be appointed as **REGISTRAR OF VITAL STATISTICS** for the Township of Berkeley Heights for a (3) year period, commencing July 7, 2015 through June 18, 2018.

**BE IT FURTHER RESOLVED** that copies of this Resolution be forwarded to Patricia Donahue, State Registrar's Office and the Township Clerk.

**APPROVED** this 7<sup>th</sup> day of July, 2015.

**ATTEST:**

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Ana Minkoff  
Township Clerk