

IX. ADMINISTRATION REPORTS

Mayor Woodruff

Township Administrator – John Bussicolo

X. APPROVAL OF MINUTES - Public Meeting – November 10, 2015

**Executive Session – September 18, 2012, October 9, 2012, December 18, 2012
April 9, 2013, July 23, 2013, August 20, 2013**

XI. 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.

XII. Public Hearing and Final Adoption of Ordinance introduced on December 1, 2015:

“AN ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, STATE OF NEW JERSEY, GRANTING A WATER AND SEWER LATERAL AGREEMENT TO BERKELEY DEVELOPMENT CO., LP, WITHIN THE TOWNSHIP’S RIGHT-OF-WAY KNOWN AS LONE PINE DRIVE.” (Explanation: This Ordinance granting a Water and Sewer Lateral Agreement to Berkeley Development Co., LP, for the construction and maintenance of water and sewer laterals within the Township’s right-of-way known as Long Pine Drive to service the property located at 394 Springfield Avenue as pursuant to the terms of the Planning Board’s grant of land use approval.)

XIII .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated December 15, 2015 in the amount of \$629,918.60.
2. Resolution authorizing the insertion of additional revenues in the budget of the year 2015, in the amount of \$5,000.00 for the” Drive Sober or Get Pulled Over Year End Holiday Crackdown”.
3. Resolution authorizing transfers within the 2015 Municipal Budget and Reserves.

4. Resolution awarding a contract for a One (1) Gallon Heavy Duty Model 403 U Series Stainless Steel Dump Body – or approved equal, to Cliffside Body Corp., 130 Broad Avenue Fairview, NJ 07022, in the amount of **\$20,950.00.**

***** **(REVISING RESOLUTION #240-2015)** *****

5. **CONSENT AGENDA** – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Resolution authorizing the Tax Collector to refund the following 2015 tax overpayment:

1. Menza & Beissel Home	528 Old Brook Lane	\$5,611.25
2. Evan & Sharon Moll	237 Lincoln Street	\$2,709.45
3. Michael & Kristen Caciado	21 Willow Way	\$1,906.72

- b. Resolution authorizing redemption of Tax Sale Certificate #14-00003 to US Bank CUST PC5 Sterling National for Block #3301, Lot #64, located at 17 Emerson Lane in the amount of \$34,060.02.

XIV. 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.

XV. ADJOURNMENT

Ana Minkoff, Township Clerk

TOWNSHIP COUNCIL CORRESPONDENCE

November 2015

1. Correspondence received on November 9, 2015 from the Department of Community Affairs, State of New Jersey, regarding designation of identified properties as an Area in Need of Redevelopment (non-condemnation.)
2. Correspondence received on November 13, 2015 From the Union County Board of Chosen Freeholders regarding an introduction of ordinance to amend the Union County District Solid Waste Management Plan (modifying the inclusion of a Class B Recycling Facility currently operated by Rockrete Recycling Corporation in the City of Elizabeth.)
3. Correspondence received on November 18, 2015 from the Township of Union regarding a resolution adopted which supports the Gateway Trans-Hudson Project.
4. Correspondence received on November 19, 2015 from Schenck, Price, Smith and King regarding a Cablevision/Altice petition with the Board of Public Utilities.
5. Correspondence received on November 18, 2015 from Ms. Carol Matula regarding a request that the Township exercise it is power of termination, in regards to the Purchase of Little Flower Property.
6. Correspondence (cover letter only) received from NJ Department of Environmental Protection on November 23, 2015, regarding an approved construction permit for Chevron Environmental Management Company, Block 207, Lot 1.
7. Correspondence received on November 23, 2015 from the Township of Warren, regarding a December 14, 2015 Planning Board Public Hearing to consider an amendment to the Land Use Element of the Master Plan for the Township.
8. Correspondence received on November 30, 2015 from Mr. Vince Bury regarding the Veterans' Memorial.
9. Correspondence received on November 30, 2015 from the Connell Corporation regarding a Berkeley Heights December 9th Planning Board Public Hearing.
10. Correspondence received on November 30, 2015 from the Passaic River Coalition regarding their work and membership.
11. Correspondence received November 30, 2015 from the County of Union regarding the Countywide Code Blue Emergency Shelter Initiative (for homeless individuals and families.)
12. Correspondence received November 30, 2015 from the New Jersey Department of Environmental Protection regarding 600 Mountain Avenue (regarding matters including a review on supplemental remedial action (RA) and proposal for additional RA.)
13. Correspondence received November 30, 2015 from the New Jersey Department of Environmental Protection regarding 432C Springfield Avenue (regarding Classification Exception Area/Well Restriction Area.)

Mayor's Correspondence
November 2015

1. **UC Transportation Advisory Board** – agenda for meeting
2. **E Video Productions** – letter introducing their company and advising that they will have a booth at NJLOM conference
3. **Waters, McPherson, McNeill** – information about their firm's Bond Counsel Services
4. **UC Trust Fund Administrator** – executed Greening Union County agreement
5. **UC Trust Fund Administrator** – executed Kids Rec Grant Trust agreement
6. **NJ DCA** – letter acknowledging the designation of Area in Need of Redevelopment
7. **UC County Clerk** – 2016 Election Calendar
8. **CSI Technology Group** – marketing letter and notification of their booth at LOM conference
9. **Michael Mitzner** – letter accepting offer to continue as Municipal Prosecutor for 2016
10. **DiFrancesco Bateman** – letter accepting offer to renew professional services contract for 2016
11. **Harbor Consultants** – letter accepting offer to renew professional services contract for 2016
12. **Value Research Group** – letter accepting offer to renew professional services contract for 2016
13. **McElroy, Deutsch, Mulvaney & Carpenter** – letter accepting offer to renew professional services contract for 2016
14. **Carol Matula** – letter asking Twp to exercise its power of termination for the deed at the Little Flower property
15. **Frank Guzzo, UC Director of Human Services** – letter explaining UC's Code Blue Emergency Shelter Initiative
16. **Passaic River Coalition** - letter describing some of their initiatives and what their annual membership dues are used for
17. **NJ Environmental Infrastructure Trust** – letter informing you of savings through the trust for the upgrading of the Water Pollution Control Plant.
18. **Hill Wallack LLP** – letter requesting assistance in obtaining a response to their letter re: Berkeley Village Condo Association sewer drains
19. **Tom Connell, Bureau Chief UC Bureau of Community Development** – letter requesting appointment of municipal reps to the CDRS Committee
20. **Vince Bury** – letter thanking Ted Romankow for his work related to the Veteran's Memorial
21. **The Rotarian** – December edition

Proclamation
Township of Berkeley Heights

WHEREAS, Leonard Berkowitz is a retired chemical engineer who has tirelessly volunteered his time towards various environmental causes in the State of New Jersey; and

WHEREAS, Leonard Berkowitz has served on the Berkeley Heights Environmental Commission for the past fifteen years as Chairman and Co-Chairman; and

WHEREAS, Len Berkowitz has obtained grants for the Township's efforts for environmental activities and under Len's leadership, the Environmental Commission has achieved Sustainable Jersey Silver status; and

WHEREAS, Len has enlisted the help of community groups such as the League of Women Voters for their Styrofoam recycling effort, the YMCA and Summit Medical Group for their healthy community programs, Girl Scout Troop 40315, the DPW and NJ Transit for no-idling sign installations, among others; and

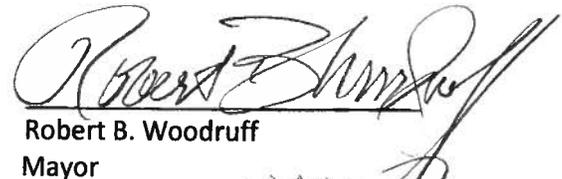
WHEREAS, Len is known for his wise counsel and level-headed approach to projects and has previously been awarded the Governor's Environmental Excellence Award for Environmental Stewardship; and

WHEREAS, Len Berkowitz has decided to retire from his position on the Berkeley Heights Environmental Commission at the end of 2015; and

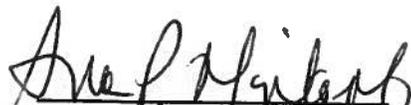
WHEREAS, The Mayor and Township Council believe that it is appropriate to recognize volunteers who devote their time and talents to our community;

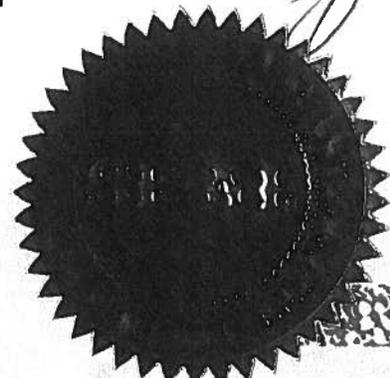
NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights does hereby, for itself and for all the residents of the Township, publicly thank **Leonard Berkowitz** for his many years of dedication and service.

Approved this 15th day of December, 2015.


Robert B. Woodruff
Mayor

ATTEST:


Ana Minkoff, Township Clerk



EXPLANATION: This Ordinance granting a Water and Sewer Lateral Agreement to Berkeley Development Co., LP, for the construction and maintenance of water and sewer laterals within the Township's right-of-way known as Long Pine Drive to service the property located at 394 Springfield Avenue as pursuant to the terms of the Planning Board's grant of land use approval.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Granting a Water and Sewer Lateral Agreement to Berkeley Development Co., LP, within the Township's right-of-way known as Lone Pine Drive.

WHEREAS, the Township of Berkeley Heights owns and controls the right-of-way commonly known as Lone Pine Drive; and

WHEREAS, Berkeley Development Co., LP ("Berkeley Development"), received site plan approval with variance relief for the property identified as Block 701, Lots 2 and 3 (the "Property"), from the Berkeley Heights Planning Board ("Board") (the "Approval"); and

WHEREAS, in connection with the Approval, Berkeley Development is required to make certain improvements at the intersection of Springfield Avenue and Lone Pine Drive, which required the laterals relating to water and sewer service to the Property have been redesigned and installed within the roadbed of Lone Pine Drive; and

WHEREAS, Berkeley Development requested that the Township grant it an easement to construct and maintain the laterals for the water and sewer service for the Property within the Township's right-of-way; and

WHEREAS, the Township is authorized to grant an easement N.J.S.A. 40A:12-13; 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 grant the requested easement for the construction and maintenance of the water and sewer laterals pursuant to the terms and conditions set forth therein.

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:

1. Pursuant to N.J.S.A. 40A:12-13, the Township hereby grants an Water and Sewer Lateral Easement within a portion of the right-of-way known as Lone Pine Drive, in substantially the form attached hereto.
2. The Mayor and Clerk are hereby authorized to execute the attached Water and Sewer Lateral Easement.
3. 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

Record and Return to:
Ana Minkoff, Clerk
Berkeley Heights Township
29 Park Avenue
Berkeley Heights, New Jersey 07920

Prepared by:

Joseph V. Sordillo, Esq.
Berkeley Heights Township Attorney

WATER AND SEWER LATERAL EASEMENT
(R.O.W. – Lone Pine Drive & Block 701, Lots 2 &3)

THIS EASEMENT is made on the _____ day of _____, 2013, between:

THE TOWNSHIP OF BERKELEY HEIGHTS, a Municipal Corporation of the County of Essex and State of New Jersey, having its principal offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922, hereinafter called the "Township" or "Grantor," and

BERKELEY DEVELOPMENT CO., LP, a New Jersey limited partnership, having its principal offices at _____, hereinafter called the "Grantee".

WITNESSETH

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, 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 on or before the date of recordation hereof as the right-of-way commonly known as Lone Pine Drive; and

WHEREAS, Grantee, on _____, received site plan approval with variance relief for the property identified as Block 701, Lots 2 and 3, commonly known as _____ (the "Property"), from the Berkeley Heights Planning Board ("Board"), with a Memorializing Resolution of Approval adopted on _____ (the "Approval"); and

WHEREAS, in connection with the Approval, Grantee is required to make certain improvements at the intersection of Springfield Avenue and Lone Pine Drive, which required the laterals relating to water and sewer service to the Property have been redesigned and installed within the roadbed of Lone Pine Drive; and

WHEREAS, Grantee requested that the Township grant it an easement to construct and maintain the laterals for the water and sewer service for the Property within the Township's right-of-way, and the Township has agreed to provide such an easement, which this instrument is intended to fulfill; and

WHEREAS, the portion of the Township's right-of-way known as Lone Pine Drive which is subject to this Easement is more particularly described by legal description entitled

“ _____,” dated _____, delineating an area of _____± square feet, which description is attached hereto as **Schedule A** and made a part hereof; and as further depicted on a map entitled “ _____,” dated _____ (the “Utility Connection Plan”), which Utility Connection Plan is attached hereto as **Schedule B** and made a part hereof; which description and Utility Connection Plan were prepared by _____ (hereinafter the portion of the Property subject to this Easement are together referred to as the “Easement Area”); and

WHEREAS, Grantor desires to grant to the Grantee a certain easement affecting the Easement Area.

NOW, THEREFORE, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, has granted, conveyed and confirmed, and by these presents does grant, convey and confirm unto the Grantee, and unto its successors and assigns, a non-public, non-exclusive perpetual easement for the purposes of constructing and maintaining the water and sewer laterals within the Easement Area subject to the terms and conditions set forth herein.

Within the Easement Area, the following terms and conditions shall apply:

1. The Township hereby grants Grantee the right to access, use and occupy that portion of the Easement Area for the purposes to construct and maintain the water and sewer laterals to service the Property.

2. Grantee shall construct and design all lateral improvements in accordance with the specifications of the Approval, applicable Township Ordinances and New Jersey State laws and regulations. Grantee 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.

3. Any and all traffic control requirements due to the construction and maintenance of the water and sewer laterals shall be coordinated with the Berkeley Heights Township Police Department, and pursuant to all applicable Township Ordinances.

4. Grantee shall have a right to reasonable access to, and use and possession of, the Easement Area with all manner of men, machinery, supplies, materials and equipment for the accomplishment of any and all of the foregoing purposes and any other activity required to accomplish the aforesaid purposes within the Easement Area, subject to all applicable licensing

and permitting requirements from the Township of Berkeley Heights, County of Union and State of New Jersey. The Grantee, and its successors and assigns, agrees to use its best efforts to perform all work requiring its use, access and possession of the Easement Area in a workmanlike manner with a minimum of inconvenience to Grantor, and to complete such work expeditiously.

5. Grantee shall restore the Easement Area, to the extent practical, to the same condition as existed immediately prior to its entry for access, construction, operation, maintenance, repair or replacement work for the construction and maintenance of the water and sewer laterals servicing the Property, ordinary wear and tear excepted, all of which shall be subject to the review and approval of the Township Engineer. Upon completion of any work by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area.

6. The Township shall have no responsibility relating to any maintenance, repair and/or service relating to the water main, which shall be the responsibility of New Jersey American Water, its successors and assigns. Grantee further acknowledges that the Township shall have no responsibility with respect to the water service laterals, even if contained in a portion of the roadbed of Lone Pine Drive.

7. The Township's responsibility relating to any maintenance, repair and/or service is limited to the sewer main, which is identified on plans maintained by the Township set forth in the Utility Connection Plan attached hereto as Exhibit B. The Township shall have no responsibility for any maintenance, repair and/or service with respect to the service laterals, even if contained in the roadbed of Lone Pine Drive and that any such maintenance, repairs and/or service shall be the responsibility of Grantee, its successors and assigns.

8. Grantee shall purchase and maintain during the construction and maintenance of the water and sewer laterals servicing the Property 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 indemnification clause set forth herein. 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.

9. Grantee, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all personal injury and property damage claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Grantee actions under this Easement Agreement, including the construction and ongoing maintenance of the water and sewer laterals servicing the Property, and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Grantee's activities pursuant to the rights granted in this Easement Agreement.

It is understood and agreed that this Easement confers upon the Grantee no rights of title to the Easement Area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Easement Area except as herein provided.

Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement provided, however, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the land. The Easement hereby granted and conveyed to the Grantee and all rights and obligations set forth in this Grant shall be construed as running with the land and shall be binding upon and inure to the benefit of the Grantor and the Grantee, their heirs, executors, administrators, successors and assigns in title or interest, in perpetuity.

Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties

hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Agreement, that they each have the power and authority to enter into this Agreement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

It is agreed by and between the Parties that mere lack of use or interruption of use of the Easement for an indefinite time shall not be constituted as an abandonment or other extinguishment of the Easement except as may be subsequently agreed in a separate Easement Extinguishment Agreement which may be entered into between the Grantee or its successors and assigns and the Township of Berkeley Heights and its successors and assigns.

This Easement shall be subject to and read in conjunction with:

- (a) Any other easements shown on the Map; and
- (b) Any other easements entered into by the parties hereto.

This Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. In the event any one or more of the provisions in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

The provisions of the Agreement may not be amended, modified or terminated without the express written consent of the Grantee, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing, signed by the appropriate Township officials and recorded with the appropriate county recording officer.

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

ATTEST:

GRANTOR:
TOWNSHIP OF BERKELEY HEIGHTS

By: _____

Ana Minkoff, Township Clerk

Mayor Robert Woodruff

Dated: _____, 2015

ATTEST:

**GRANTEE:
BERKELEY DEVELOPMENT CO., LP**

Name:

Title:

By: _____

Name:

Title:

Dated: _____, 2015

S
STATE OF NEW JERSEY)
) ss:
COUNTY OF SOMERSET)

I CERTIFY that on _____, 2015, Ana Minkoff personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **TOWNSHIP OF BERKELEY HEIGHTS**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Robert Woodruff, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Ana Minkoff, Township Clerk

Signed and sworn to before me on _____, 2015.

Name:

Title:

STATE OF NEW JERSEY)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 2015, _____ *[Name of Attesting Witness]* personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the _____ *[Title of Attesting Witness]* of **BERKELEY DEVELOPMENT CO., LP**, the limited partnership named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper officer who is _____ *[Name of Signatory]*, the _____ *[Title of Signatory]* of the limited partnership named in this document;
- (c) this document was signed and delivered by the limited partnership as its duly authorized voluntary act by proper resolution; and
- (d) this person signed this proof to attest to the truth of these facts.

Name:
Title:

[Attesting Witness]

Signed and sworn to before me on _____, 2015.

Name:
Title:

**NOTICE OF
INTRODUCTION**

Ordinance -2015

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Granting a Water and Sewer Lateral Agreement to Berkeley Development Co., LP, within the Township’s right-of-way known as Lone Pine Drive. “

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 **December 1, 2015** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **December 15, 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 DECEMBER 1, 2015:**

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Granting a Water and Sewer Lateral Agreement to Berkeley Development Co., LP, within the Township’s right-of-way known as Lone Pine Drive. “

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 December 15, 2015.

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

Agenda Item # |

**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 12/15/15, in the amount of \$629,918.60 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 15th day of December, 2015.

ATTEST:

Ana Minkoff
Township Clerk

2

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

RESOLUTION

Whereas, N.J.S.A. 40a:4-87 provides that the Director of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget; and

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, hereby requests the Director of the Division of Local Government Services to approve insertion of the following items of additional revenues in the budget of the year 2015:

Miscellaneous Revenue – Section F:

Special Items of General Revenue Anticipated with Prior
Written Consent of the Director of Local Government Services
Public and Private Revenues Offset with Appropriations:

2015 Drive Sober or Get Pulled Over Year	
End Holiday Crackdown	\$5,000.00

BE IT FURTHER RESOLVED, that like sums be and the same are hereby appropriated under the captions of:

General Appropriations:

(a) Operations – Excluded from “CAPS” – Public and
Private Programs Offset by Revenues:

2015 Drive Sober or Get Pulled Over Year	
End Holiday Crackdown	\$5,000.00

BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution is to be filed forthwith in the office of the Director of Local Government services for approval.

APPROVED this 15th day December, 2015

ATTEST:

Ana Minkoff
Township Clerk

3

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in the meeting assembled, that the following transfers within the 2015 Municipal Budget and Reserves are hereby authorized:

<u>Account Description</u>	<u>To:</u>	<u>From:</u>
General Administration S&W	\$ 750.00	
Municipal Clerk S&W	12,250.00	
Tax Assessment O/E	2,500.00	
Planning Board O/E	15,000.00	
Police Department S&W	32,000.00	
Fire Department S&W	1,000.00	
Fire Department O/E	14,000.00	
Streets & Roads S&W	2,000.00	
Tax Appeals O/E	30,000.00	
Postage	500.00	
Sewer Plant S&W	15,000.00	
Electricity O/E	20,000.00	
Financial Administration S&W		\$ 25,000.00
Tax Assessment S&W		12,000.00
Engineering Services S&W		13,000.00
Crossing Guards S&W		7,500.00
Fire Prevention S&W		1,000.00
Vehicle Maintenance S&W		750.00
Buildings & Grounds S&W		1,250.00
Recreation Services S&W		64,500.00
Salary & Wage Adjustment		20,000.00
TOTALS	\$ 145,000.00	\$ 145,000.00

APPROVED this 15th day of December, 2015.

ATTEST:

Ana Minkoff
Township Clerk

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION TRANSFER RESOLUTION
DECEMBER 15, 2015
EXPLANATORY STATEMENTS

Account Description / Number		Amount	
To:	From:	To:	From:
General Administration S&W	Financial Administration S&W	\$ 750.00	\$ 750.00
		<u>\$ 750.00</u>	<u>\$ 750.00</u>
<u>Explanatory Statement:</u> Salary increase for B. Russo.			
Municipal Clerk S&W	Financial Administration S&W	\$ 12,250.00	\$ 12,250.00
		<u>\$ 12,250.00</u>	<u>\$ 12,250.00</u>
<u>Explanatory Statement:</u> Hiring of M. Irving as part-time assistant.			
Tax Assessment O/E	Tax Assessment S&W	\$ 2,500.00	\$ 2,500.00
		<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>
<u>Explanatory Statement:</u> Increased appeal activity caused an increased use of professional services.			
Planning Board O/E	Financial Administration S&W	\$ 15,000.00	\$ 2,000.00
	Engineering Services S&W		13,000.00
		<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
<u>Explanatory Statement:</u> Additional non-budgeted expenditures involving the Township municipal facilities and redevelopment studies.			
Police Department S&W	Financial Administration S&W	\$ 32,000.00	\$ 12,000.00
	Salary & Wage Adjustment		20,000.00
		<u>\$ 32,000.00</u>	<u>\$ 32,000.00</u>
<u>Explanatory Statement:</u> Payouts for retired officers M. Mathis, T. Schafer and M. Stallone.			

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION TRANSFER RESOLUTION
DECEMBER 15, 2015
EXPLANATORY STATEMENTS - CONT'D

Account Description / Number		Amount	
To:	From:	To:	From:
Fire Department S&W	Fire Precention S&W	\$ 1,000.00	
			\$ 1,000.00
		<u>\$ 1,000.00</u>	<u>\$ 1,000.00</u>
<u>Explanatory Statement:</u>			
Transfer in anticipation of possible snow fall and resulting hydrant shoveling.			
Fire Department O/E	Tax Assessment S&W	\$ 14,000.00	
	Crossing Guards S&W		\$ 7,500.00
			6,500.00
		<u>\$ 14,000.00</u>	<u>\$ 14,000.00</u>
<u>Explanatory Statement:</u>			
Aging equipment caused increased maintenance activity.			
Streets & Roads S&W	Vehicle Maintenance S&W	\$ 2,000.00	
	Buildings & Grounds S&W		\$ 750.00
			1,250.00
		<u>\$ 2,000.00</u>	<u>\$ 2,000.00</u>
<u>Explanatory Statement:</u>			
Added M. Boardman to S&R instead of replacing a body in Recreation Field. Also, additional summer help hours were utilized this year.			
Tax Appeals O/E	Crossing Guards S&W	\$ 30,000.00	
	Recreation Services S&W		\$ 1,000.00
			29,000.00
		<u>\$ 30,000.00</u>	<u>\$ 30,000.00</u>
<u>Explanatory Statement:</u>			
Increased appeal activity caused increased legal billings as well as taxpayer refunds.			
Postage O/E	Recreation Services S&W	\$ 500.00	
			\$ 500.00
		<u>\$ 500.00</u>	<u>\$ 500.00</u>
<u>Explanatory Statement:</u>			
Transfer in anticipation of additional postage for annual Property Record Card mailing to taxpayers.			

TOWNSHIP OF BERKELEY HEIGHTS
APPROPRIATION TRANSFER RESOLUTION
DECEMBER 15, 2015
EXPLANATORY STATEMENTS - CONT'D

Account Description / Number		Amount	
To:	From:	To:	From:
Sewer Plant S&W	Recreation Services S&W	\$ 15,000.00	\$ 15,000.00
		<u>\$ 15,000.00</u>	<u>\$ 15,000.00</u>
<u>Explanatory Statement:</u>			
Added W. Wong to WWTP instead of replacing a body in Recreation Field.			
Electricity O/E	Recreation Services S&W	\$ 20,000.00	\$ 20,000.00
		<u>\$ 20,000.00</u>	<u>\$ 20,000.00</u>
<u>Explanatory Statement:</u>			
Late 2014 billings paid early in 2015 combined with estimated future 2015 billings for the remainder of the year.			
		<u>\$ 145,000.00</u>	<u>\$ 145,000.00</u>

Agenda Item # 4

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

REVISING RESOLUTION #240-2015

WHEREAS, the Township accepted bids on October 30, 2015, for a One (1) Gallon Heavy Duty Model 403 U Series Stainless Steel Dump Body – or approved equal; and

WHEREAS, by letters dated October 30, 2015 the Township Engineer has recommended that the contract be awarded to Cliffside Body Corp., 130 Broad Avenue, Fairview, NJ 07022 in the amount of ~~\$18,175.00~~, **\$20,950.00** 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 Cliffside Body Corp. and the Treasurer is authorized to pay properly completed vouchers for the provision of a One (1) Gallon Heavy Duty Model 403 U Series Stainless Steel Dump Body – or approved equal, not to exceed ~~\$18,175.00~~. **\$20,950.00**.

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 Cliffside Body Corp.

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

APPROVED this 15th day of December, 2015.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item

5 a(1)

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2015 property taxes for property known as Block #3802 Lot #5 also known as 528 Old Brook Lane which requires a refund in the amount of \$5,611.25; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2015 taxes in the amount of \$5,611.25 to Menza & Beissel Homes, Inc., 41 Stonehouse Road, Basking Ridge, NJ 07920

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Menza & Beissel Homes, Inc., Treasurer and Tax Collector.

APPROVED this 15th day of December, 2015.

Attest:

**Ana Minkoff
Township Clerk**

Agenda Item

5 a(2)

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2015 property taxes for property known as Block #205 Lot #8 also known as 237 Lincoln Street which requires a refund in the amount of \$2,709.45; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2015 taxes in the amount of \$2,709.45 to Evan C. and Sharon S. Moll, P.O. Box 6, Red Hill, PA, 18076

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Evan C. and Sharon S. Moll, Treasurer and Tax Collector.

APPROVED this 15th day of December, 2015.

Attest:

**Ana Minkoff
Township Clerk**

Agenda Item

5 Q (3)

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2015 property taxes for property known as Block #1005 Lot #3 also known as 21 Willow Way which requires a refund in the amount of \$1,906.72; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2015 taxes in the amount \$1,906.72 to Michael and Kristen Caciado, 21 Willow Way, Berkeley Heights, NJ 07922

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

APPROVED this 15th day of December, 2015.

Attest:

**Ana Minkoff
Township Clerk**

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights issued Tax Sale Certificate #14-00003 to lien holder: US Bank CUST PC5 Sterling National, for Block #3001, Lot #64, located at 17 Emerson Lane, Berkeley Heights, New Jersey; and

WHEREAS, the owner of such property have now redeemed such certificate and the lien holder: US Bank CUST PC5 Sterling National, 50 South 16th Street, Suite 2050, Philadelphia, PA, is entitled to receive redemption in the amount of \$34,060.02 to be paid by or on behalf of the homeowner.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, that the Treasurer is authorized to pay out the sum of \$34,060.02 in redemption of Tax Sale Certificate #14-00003 upon the submission of a properly completed voucher and surrender of such certificate.

Copies of this Resolution are to be forwarded to, US Bank CUST PC5 Sterling National, Tax Collector and the Treasurer.

APPROVED this 15th day of December, 2015.

ATTEST:

Ana Minkoff
Township Clerk