

VIII. APPROVAL OF MINUTES – Public Meeting – December 1, 2015

IX. HEARING ON AGENDA ITEMS ONLY – 3 minutes per resident

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

X .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated January 26, 2016 in the amount of \$679,492.87.
2. Resolution adopting the new Township insignia.
3. Resolution authorizing the Memorial Park Renewal Committee to perform proposed improvements to the Veterans Memorial Park.
4. Resolution authorizing funds in the amount of \$10,000.00 to Daniel S. Bernstein of Bernstein & Hoffman for attorney's fees and litigation costs to defend the Board of Adjustment.
5. Resolution authorizing an emergency contract for the recycling services with the Giordano Company for a period of three (3) months, commencing as of January 1, 2016 to March 31, 2016, at the same terms, conditions and rates set forth in the original contract.
6. Resolution authorizing a Professional Services Agreement with Arcari Iovino Architects, PC for the schematic design phase services for the Township.
7. **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. Stephane & Susan Rollet 52 Coolidge Drive \$524.95
 - b. Resolution authorizing a redemption of Tax Sale Certificate #15-00003 to US Bank CUST BV Trst2015-1 for Block #3201, Lot #52, located at 658 Plainfield Avenue in the amount of \$10,376.27

B. ORDINANCES

XI. PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE INTRODUCED ON JANUARY 12, 2016.

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2016 Term.”

XII. CITIZENS HEARING - 3 minutes per resident

Comments are welcome during the public comment period during this meeting on any matter over which the Township has jurisdiction. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The Mayor and/or Council will keep time. Please promptly yield the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

XIII. EXECUTIVE SESSION –

Attorney/Client Privilege-Litigation-Affordable Housing

XIV. ADJOURNMENT

Ana Minkoff, Township Clerk

Mayor's Correspondence
January 2016

1. **UC Transportation Advisory Board** – Meeting schedule 2016 CC: Niosi, Kingsley
2. **Roselle Borough** – Invitation to Inauguration of Mayor and Council members
3. **The Transporter** – Winter 2015 issue
4. **NJSLOM** – Announcing Louis Bay 2nd Future Municipal Leaders Scholarship Competition for HS Juniors and Seniors
5. **NJCM 2016 Winter Summit** – tentative agenda
6. **NJBIA** – nomination requests for Good Neighbor Awards program
7. **Comcast** – request from Senior Director of Government and Regulatory Affairs to renew franchise in the Township
8. **UCTAB** – agenda for meeting cc: Niosi, Kingsley
9. **The Rotarian** – Feb issue
10. **NJCM** - agenda for winter summit
11. **Liza Betz** - UCTAB meeting schedule 2016 cc: Niosi, Kingsley
12. **JCPL** – letter asking if municipality wants notification in the event a residential account has been discontinued
13. **Frank Guzzo, UC Director Dept of Human Services** – letter asking help with a Point in Time Count and Survey of Homeless Individuals in the county
14. **YMCA** – letter requesting permission for Mother's Day 5K run
15. **Bruce Bergen, UC Freeholder Chairman** – letter informing you that the UC Infrastructure and Municipal Aid grant program will be offered again this year.

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 1/26/16, in the amount of \$679,492.87 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 26th day of January, 2016.

ATTEST:

Ana Minkoff
Township Clerk

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

Agenda Item No.: 2

RESOLUTION

WHEREAS, the Township of Berkeley Heights desires to designate a new Township insignia for use on the Township's website and other mediums; and

WHEREAS, pursuant to N.J.S.A. 40:69A-29(c), the Township is authorized to have a corporate seal and municipal insignia; and

WHEREAS, a draft insignia was presented to the Mayor and Township Council, which was thereafter presented to the public to allow for review and comment; and

WHEREAS, after receiving no comments from the public, at its January 12, 2016 public meeting, the Township Council voted to adopt the proposed insignia as attached hereto and made a part hereof; and

WHEREAS, the Mayor and Township Council wish to memorialize the adoption of the insignia taken on January 12, 2016 for use on the Township's website and other mediums.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey that the Township of Berkeley Heights hereby memorializes its prior actions and officially adopts the new Township insignia as attached hereto for use on the Township's website and other mediums.

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

APPROVED this 26th day of January, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 3

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights has established a Memorial Park Renewal Committee for the purposes of assisting in the coordination and fundraising for the renewal, restoration and ongoing maintenance of the Township's Veterans Memorial Park; and

WHEREAS, the Township Council has previously authorized various improvements to the Park, including, without limitation, updating of the electrical service to the tree and lighting, addition of a sprinkler system to the landscaping and lawn, replacement of the lamps, benches and receptacles in accordance with the Township Beautification Committee Standards, along with a maintenance plan for the ongoing maintenance of the improvements and landscaping; and

WHEREAS, in advance of Memorial Day, the Committee has presented plans for additional improvements to the Park, which includes: the installation of the Fallen Soldier Statue; the creation of a new monument honoring the Gulf War veterans and those veterans that followed; the cleaning of the existing monuments and plaques; laying of the new pavers alongside Plainfield Avenue; the cleaning and repainting of the flag pole; along with the replanting the grass surrounding the Memorial and planting of new shrubs and trees as per a previously submitted landscape plan; and

WHEREAS, per the Township Engineer's request, the Committee agreed that the pavers for the 150 feet of sidewalk on Plainfield Avenue adjacent to the Park will be the exact same type of pavers used on the Memorial walkway; and

WHEREAS, additionally, two New Jersey certified arborists have concluded that the existing Norway Spruce should be removed and replaced with a Norway Spruce approximately 20' in height so as to fit and mature with the new shrubbery to be installed, which conclusion was based on the existing Norway Spruce being the focal point of the Park, the condition of the existing tree being fair; the overall size of the tree detracting from the Memorial itself and being a detriment to the future landscaping, as the new landscape grade changes will be a detrimental to the health of the existing Spruce, and that the removal of the existing tree after the new landscape installation would be very impractical; and

WHEREAS, the tree was originally planted in or around 1970 by the Berkeley Heights VFW, and is approximately 60 years old, represents a potentially hazardous condition to the safety of the public visiting the Park; and

WHEREAS, the VFW wishes to replace this potentially hazardous tree with a new Norway Spruce dedicated to all veterans past and present, and as a dedication to the Township; and

WHEREAS, the Berkeley Heights Environmental Commission has no objection to the tree's replacement; and

WHEREAS, the Committee has unanimously agreed to the VFW's replacement of the existing tree; and

WHEREAS, as part of its ongoing maintenance of the Park, the Committee has agreed to decorate the new Norway Spruce for the winter holiday season with holiday lights and decorations in the same manner as the Township has previously done; and

WHEREAS, the Committee has secured a matching fund grant from the Union County Board of Freeholders to cover a portion of the project along with other donations from residents and businesses within the community which will finance the above improvements; and

WHEREAS, as the Park is owned by the Township, prior to the implementing the improvements plan, the Committee requires authorization from the Township Council; and

WHEREAS, pursuant to N.J.S.A. 40A:5-29, the Township is authorized to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of same; and

WHEREAS, prior to the performance of any work at the Park, each such improvement would be subject to the review and approval by the Township Engineer and Township Administrator; and

WHEREAS, additionally, any contractor or individual performing the work at the Park, whether paid or through donation, shall execute a Release and Hold Harmless Agreement with the Township, indemnifying the Township from any and all liability resulting from the paid or donated labor, service and equipment for the improvements; and

WHEREAS, subject to the terms and conditions set forth herein, the Township Council finds it in the best interest of the Township to authorize the additional improvements at the Park at the direction of the Committee.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township of Berkeley Heights hereby authorizes the Memorial Park Renewal Committee to perform the proposed improvements to the Memorial Park as presented to the Township, subject to the review and approval by the Township Engineer and Township Administrator of each such improvement, and pursuant to the terms and conditions set forth herein.

BE IT FURTHER RESOLVED that the Township of Berkeley Heights hereby accepts any donations being made to the Township in connection with the improvements being made to the Park.

BE IT FURTHER RESOLVED that the Township Clerk, Township Administrator, Township Engineer and appropriate staff and professionals are authorized to take all required actions to accept the donations and determine the appropriate use of same.

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

APPROVED this 26th day of January, 2016.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, the Berkeley Heights Zoning Board of Adjustment (“Board”), is a defendant in litigation titled Licienne Sodano v. Berkeley Heights Board of Adjustment; and

WHEREAS, the Board has requested that the Township Council appropriate \$10,000 to the Board because it lacks sufficient funds to retain an attorney and to pay other litigation costs to defend the Board in the Licienne Sodano Litigation; and

WHEREAS, the Township Council has determined that the interests of the Township would be best served by granting the Board’s request for such an appropriation.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that \$10,000 be and hereby is appropriated to Daniel S. Bernstein of Bernstein & Hoffman for attorney’s fees and litigation costs to defend the Board in The Licienne Sodano vs. Berkeley Heights Board Adjustment of the Township of Berkeley Heights, et als.

BE IT FURTHER RESOLVED that the appropriate Township officials be and hereby are authorized and directed to take all other actions necessary to effectuate the purpose of this resolution.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the Township Treasurer and the Secretary to the Zoning Board of Adjustment.

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

APPROVED this 26th day of January, 2016.

ATTEST:

**Ana Minkoff
Township Clerk**

Agenda Item No.: 5

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights is in need of recycling services, which is an essential service of the Township; and

WHEREAS, on March 1, 2013, the Township received bids for recycling services for a three year term consisting of 2013, 2014 and 2015; and

WHEREAS, by Resolution No. 87-2013, adopted on March 19, 2013, the Township awarded the contract for recycling services to the Giordano Company, being the lowest, responsible bidder; and

WHEREAS, the contract with the Giordano Company expired as of December 31, 2015; and

WHEREAS, pursuant to a letter from the Township Engineer/Director of Public Works dated January 21, 2016, there is an emergent situation requiring the authorization of a emergency contract pursuant to N.J.S.A. 40A:11-6 with Giordano Company for the provision of the essential recycling services for the Township for a term not to exceed three (3) months in order to prepare and advertise for bids for a new contract for recycling services; and

WHEREAS, the Giordano Company has agreed to provide recycling services to the Township under the same terms, conditions and rates set forth in the original contract for this emergency period; and

WHEREAS, the Township Chief Financial Officer has certified that the funds are available in the budget for this project under line item appropriations number 6-01-26-770-028 and

WHEREAS, pursuant to N.J.S.A. 40A:11-15(3), the Township is authorized to award a contract for the collection and disposition of recyclable material for any term not to exceed, in the aggregate, five years; and

WHEREAS, the original contract was awarded pursuant to a fair and open process pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the Township Council of the Township of Berkeley Heights find it to be in the best interest of the Township and its citizens to award an emergency contract with the Giordano Company for three months under the existing terms, conditions and rates.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that an emergency contract for the recycling services with the Giordano Company hereby be and is authorized for a

period of three (3) months, commencing as of January 1, 2016 to March 31, 2016, at the same terms, conditions and rates set forth in the original contract.

BE IT FURTHER RESOLVED that the Mayor, Township Clerk, and other appropriate Township official are hereby authorized to execute a written agreement with the Giordano Company memorializing the emergency contract for a period of three months under the same terms, conditions and rates as the original contract.

BE IT FURTHER RESOLVED that the Township Engineer/Director of Public Works is hereby directed to prepare the required bid specifications for the public bidding of a contract for recycling services for the Township.

BE IT FURTHER RESOLVED that the Township Clerk forward a copy of this Resolution to the Giordano Company.

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

APPROVED this 26th day of January, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 6

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

RESOLUTION

WHEREAS, there exists a need for schematic design phase services for the Township of Berkeley Heights; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 *et seq.*, more specifically N.J.S.A. 40A:11-5 allows for the awarding of a contract for "professional services" without public advertising for bids; and

WHEREAS, the Township solicited proposals for the provision of general professional planning services for the Township; and

WHEREAS, on or about January 21, 2016, Arcari Iovino Architects, PC submitted a proposal for the provision of schematic design study services to the Township ("Proposal") at the rate of \$40,500 for schematic design phase services, which were the most beneficial proposal to the Township; and

WHEREAS, prior to the execution of a contract, Anthony Iovino, on behalf of Arcari Iovino Architects, PC will have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Mayor or Township Council of the Township of Berkeley Heights in the previous year, and that the contract will prohibit him from making any reportable contributions through the term of the contract, pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, this was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the Township Council finds it to be in the best interest of the Township to enter into a Professional Services Agreement with Arcari Iovino Architects, PC for the schematic design phase services for the Township.

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute the attached Professional Services Agreement with Arcari Iovino Architects, PC for schematic design phase services for the Township for a fee not to exceed \$40,500.
2. This Contract is awarded without competitive bidding as a "professional service" under the provisions of the Local Public Contracts Law, more specifically N.J.S.A. 40A:11-5.
3. A certificate showing the availability of funds for the Contract authorized hereby has been provided and is made a part hereof indicating that the appropriation for the within

expenditure is charged to the applicable capital ordinances.

4. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
5. A notice of this action shall be printed in the official newspapers required by law within ten (10) days of its passage.

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

APPROVED this 26th day of January, 2016.

ATTEST:

**Ana Minkoff
Township Clerk**

CONTRACT FOR PROFESSIONAL SERVICES
MUNICIPAL COMPLEX AT PARK AVENUE – SCHEMATIC DESIGN PHASE

This Contract is made as of _____, 2016,

BETWEEN: **THE TOWNSHIP OF BERKELEY HEIGHTS**, a municipal corporation in the County of Union and State of New Jersey, located at 29 Park Avenue, Berkeley Heights, New Jersey 07922, hereinafter designated as "Contracting Unit";

AND: **ARCARI IOVINO ARCHITECTS, PC**, with offices at One Katherine Street, Little Ferry, New Jersey 07643, hereinafter designated as "Professional Consultant";

THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants herein expressed, the Contracting Unit and the Professional Consultant agree as follows:

1. SCOPE OF EMPLOYMENT.

As required by the Contracting Unit, and pursuant to the terms of the proposal submitted by the Professional Consultant, undated ("Proposal"), which is attached hereto as **Exhibit A** and made a part hereof, Professional Consultant shall provide schematic design phase services, including, but not limited to, provision of design drawings for the new municipal complex as well as the variety of buildings, both new and existing, at the DPW, and performance of an evaluation of the project's potential for LEED Certification.

2. TERM.

This contract shall be completed within ten weeks of the execution of this contract, unless otherwise extended or terminated by the Contracting Unit.

This contract may be terminated by the Contracting Unit, at the Contracting Unit's sole discretion, upon thirty (30) days prior written notice to the Professional Consultant.

3. CONSIDERATION.

For the services set forth in paragraph 1 hereinabove, the consideration shall be as follows:

- Schematic Design Phase Services: \$40,500

Any additional work, in addition to that included in paragraph 1 herein above, shall only be performed as specifically requested and approved by the Contracting Unit.

The consideration for services shall be paid as vouchers are submitted by the Professional Consultant and approved by the Contracting Unit, on a monthly basis, which shall include any out-of-pocket expenses and disbursements, if applicable.

4. ASSIGNMENT.

This contract shall not be assigned by the Professional Consultant.

5. AFFIRMATIVE ACTION.

If and when applicable, during the performance of this contract, the Professional Consultant agrees as follows:

The Professional Consultant or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Professional Consultant will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Professional Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Professional Consultant or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Professional Consultant, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Professional Consultant or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Professional Consultant's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Professional Consultant or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Professional Consultant or subcontractor agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Professional Consultant or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Professional Consultant or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Professional Consultant or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Professional Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The Professional Consultant and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may

be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

6. EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DISABILITIES.

a. The Professional Consultant and the Contracting Unit do hereby agree that the provisions of Title II of the Americans with Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 *et seq.*), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Contracting Unit pursuant to this contract, the Professional Consultant agrees that the performance shall be in strict compliance with the Act. In the event that the Professional Consultant, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Professional Consultant shall defend the Contracting Unit in any action or administrative proceeding commenced pursuant to this Act. The Professional Consultant shall indemnify, protect, and save harmless the Contracting Unit, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Professional Consultant shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Contracting Unit's grievance procedure, the Professional Consultant agrees to abide by any decision of the Contracting Unit, which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Contracting Unit or if the Contracting Unit incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Professional Consultant shall satisfy and discharge the same at its own expense.

b. The Contracting Unit shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Professional Consultant along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Contracting Unit or any of its agents, servants, and employees, the Contracting Unit shall expeditiously forward or have forwarded to the Professional Consultant every demand, complaint, notice, summons, pleading, or other process received by the Contracting Unit or its representatives.

c. It is expressly agreed and understood that any approval by the Contracting Unit of the Professional Services provided by the Professional Consultant pursuant to this contract will not relieve the Professional Consultant of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Contracting Unit pursuant to this paragraph.

d. It is further agreed and understood that the Contracting Unit assumes no obligation to indemnify or save harmless the Professional Consultant, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Professional Consultant expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contracting Unit's obligations assumed in this Agreement, nor shall they be construed to relieve the Professional Consultant from any liability, nor preclude the Contracting Unit from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

7. **INSURANCE**

The Consultant shall purchase and maintain Professional Liability Insurance which shall be written for a limit of liability of not less than \$1,000,000.00 per claim, with a maximum deduction of \$25,000.00 (any deductible to be the responsibility of the Consultant).

The Consultant shall purchase and maintain such insurance as will protect it from the claims set forth below which may arise out of or result from its operations under this Agreement, whether such operations be by the Consultant or by any subconsultant, or by anyone directly or indirectly employed by the Consultant or by anyone for whose acts the Consultant may be liable:

- a. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
- b. Claims for damages because of bodily injury, or death of any person other than its employees: and
- c. The Consultant's Comprehensive General and Automobile Liability Insurance shall be written for not less than the limits of liability as follows:

Comprehensive General Liability

Personal Injury	\$500,000.00 each Occurrence \$1,000,000.00 Aggregate (Complete Operations)
Property Damage	\$1,000,000.00 Each Occurrence

Comprehensive Automobile Liability

Combined Single
Limit \$500,000.00 Each Occurrence

d. Comprehensive General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

Workers Compensation in statutory amounts.

Certificates of Insurance showing such coverages to be in force shall be filed with the Authority prior to commencement of services and shall contain a provision stating that they will not be canceled or not renewed without ten (10) days notice to the Township.

All deductible amounts shall be the responsibility of the Consultant. The insurance amount contained herein shall not be construed as a limitation of the liability of the Consultant or its subconsultants, agents, employees or representatives, which shall be determined in accordance with applicable law.

8. ACCEPTANCE OF EMPLOYMENT

The Professional Consultant hereby accepts the contract and agrees to utilize its best efforts in a timely fashion to provide the Professional Services requested. Professional Consultant further represents that it has the education, training and experience to render the Professional Services requested in a quality manner.

9. PROFESSIONAL SERVICE

In order to insure that the retention of the Professional Consultant by the Contracting Unit constitutes a professional service, as that term is defined under the New Jersey Local Public Contracts Law, Professional Consultant represents:

- a. The services are being rendered and performed by a person authorized by law to practice a recognized profession;
- b. The practice is regulated by law, and
- c. The performance of the service requires knowledge of an advanced type in a field of learning acquired by a prolonged, formal course of specialized instruction and study as distinguished from general academic instruction of apprenticeship and training.

Professional Consultant represents that it engages in provision of professional services within the State of New Jersey, and the Professional Consultant, having professional and specialized expertise in the area of accounting. In the event Professional Consultant is

part of or is a corporation, said Professional Consultant, through execution of this agreement, represents that the corporation is a lawful professional service corporation in accordance with N.J.S.A. 14A:17-1, *et seq.*

10. NEW JERSEY BUSINESS REGISTRATION

Pursuant to the requirements of P.L. 2004, C. 57, the Professional Consultant agrees to provide a copy of its New Jersey Business Registration Certificate, or documentation indicating Professional Consultant's compliance with the New Jersey Business Registration Act, to the Consulting Unit prior to requesting payment of any fees.

N.J.S.A. 52:32-44 imposes the following requirements on the Professional Consultant and all subcontractors that knowingly provide goods or perform services for the Professional Consultant in fulfilling this Agreement:

- a. The Professional Consultant shall provide written notice to its subcontractors to submit proof of business registration to the Professional Consultant;
- b. Prior to receipt of final payment from the Contracting Unit, the Professional Consultant must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;
- c. During the term of this contract, the Professional Consultant and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act (N.J.S.A. 54:32-B-1 *et seq.*) on all sales of tangible personal property delivered into this State.

A Professional Consultant, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with the Contracting Unit. Information on the law and its requirements is available by calling (609) 292-9292.

11. CONFLICT OF INTEREST/CONFIDENTIALITY

Professional Consultant represents that it is not employed or retained and will not be rendering services for an individual, company, municipality or other entity which would create a conflict of interest by virtue of the services Professional Consultant is now rendering for the Contracting Unit under the terms of this agreement. Moreover, Professional Consultant represents and acknowledges that all information, strategies, positions, etc., which it gains knowledge of by virtue of this employment is confidential in nature and will not be disseminated to any third party.

12. PAY TO PLAY LAW REQUIREMENTS.

The Professional Consultant does hereby attest that he has not made a contribution in the period from January 1, 2006 to present that is reportable pursuant to N.J.S.A. 19:44A-1 *et seq.* that, pursuant to P.L. 2004, c. 19 would bar the award of this contract, to any of the candidate committee, joint candidates committee, or political party committee representing the elected officials of the Township of Berkeley Heights as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r) and identified by the Clerk of Berkeley Heights Township.

13. GENERAL PROVISIONS.

If there are any inconsistencies between the Proposal, the Professional Services Agreement, and the Resolution of the Contracting Unit awarding same, the Resolution and Professional Services Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused these presents to be signed by their proper corporate officers and their corporate seal to be hereto affixed, this ____ day of _____, 2016.

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Name: Ana Minkoff
Title: Township Clerk

By: _____
Name: Robert Woodruff
Title: Mayor

WITNESS:

PROFESSIONAL CONSULTANT

Name:
Title:

By: _____
Name: Anthony Iovino, AIA, PP, LEED
Title: Acari Iovino Architects, PC

Agenda Item

7a

**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 #2103 Lot #10 also known as 52 Coolidge Drive, which requires a refund in the amount of \$524.95; and

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment for 2015 taxes in the amount of \$524.95 to Stephane & Susan Rollet, 52 Coolidge Drive, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to Stephane & Susan Rollet, Treasurer and Tax Collector.

APPROVED this 26th day of January, 2016.

Attest:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights issued Tax Sale Certificate #15-00003 to lien holder: US Bank CUST BV Trst2015-1, for Block #3201, Lot #52, located at 658 Plainfield Avenue, Berkeley Heights, New Jersey; and

WHEREAS, the owner of such property have now redeemed such certificate and the lien holder: US Bank CUST BV Trst 2015-1, 50 South 16th Street, Suite 2050, Philadelphia, PA,19102-2513 is entitled to receive redemption in the amount of \$10,376.27 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 \$10,376.27 in redemption of Tax Sale Certificate #15-00003 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 BV Trst 2015-1, Tax Collector and the Treasurer.

APPROVED this 26th day of January, 2016.

ATTEST:

Ana Minkoff
Township Clerk

EXPLANATORY STATEMENT: This Ordinance authorizes the residential lease agreement with Jim Hopkins for the property located at 31 Snyder Avenue for the 2016 term.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2016 Term.

WHEREAS, the Township of Berkeley Heights is the owner of the residential property located at 31 Snyder Avenue (the "Property"); and

WHEREAS, the Township previously authorized the preparation of request for bids for leases of the Property to be leased under certain terms and conditions; and

WHEREAS, the Township awarded a Residential Lease Agreement for the Property to Jim Hopkin, which was thereafter renewed, and currently expires on December 31, 2015; and

WHEREAS, the Township desires to renew and extend the Residential Lease Agreement for the Property for an additional twelve (12) months under the same terms and conditions, except for a reasonable rental increase and late payment fee; and

WHEREAS, the New Jersey Anti-Eviction Act, N.J.S.A. 2A:18-61.1, sets forth the grounds for removal of a tenant; and

WHEREAS, the Township issued a Notice to Quit and Demand for Lease Changes to Mr. Hopkins regarding the termination of the lease, the increase in rent and change of terms of the Residential Lease Agreement pursuant to the Anti-Eviction Act; and

WHEREAS, at this juncture, the Township does not believe that there is a statutory basis to remove this tenant, unless the tenant fails to accept the lease extensions with the amended terms and conditions; and

WHEREAS, Mr. Hopkins accepted the amended lease terms, including the increase in rent in the amount of \$15,581.04 per year to expire on December 31, 2016; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14 of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., the Township is authorized to lease real estate or an interest in land, such as a lease, by ordinance; and

WHEREAS, the Mayor and Township Council of the Township of Berkeley Heights find it in the best interest of the Township to renew and extend the Residential Lease Agreement with Mr. Hopkins for the Property.

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

1. The Township hereby authorizes the entering into a renewal of the residential lease with Jim Hopkins for the property located at 31 Snyder Avenue for the term of January 1, 2016 through December 31, 2016 for the rental amount of \$15,581.04 per year, payable in equal monthly payments of \$1,298.42, pursuant to the terms and conditions set forth in the Residential Lease Agreement attached hereto.
2. The Mayor and Township Clerk of the Township of Berkeley Heights are hereby authorized and directed to sign and execute the Residential Lease Agreement in the form attached hereto, along with any other documents required to effectuate the lease.
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.
4. This Ordinance shall take effect immediately upon final passage and publication according to law.

INTRODUCED the _____ day of _____, 2016.

ADOPTED the _____ day of _____, 2016.

Robert Woodruff, Mayor

ATTEST:

Ana Minkoff, Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2016

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2016 Term.”

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 January 12, 2016 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on January 26, 2016 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
D'AQUILA	✓			
DELIA	✓			
FAECHER				✓
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 JANUARY 12, 2016:**

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2016 Term.”

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 January 26, 2016.

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