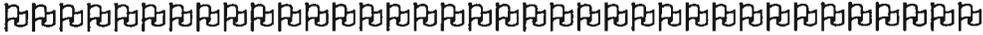


**Township of Berkeley Heights
Union County, New Jersey
February 23, 2016**



Adequate notice of this meeting has been provided by posting the same on the bulletin board of Town Hall and forwarding a copy to the Courier News, Star Ledger at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act. This meeting was contained on a list of meetings set by resolution dated January 1, 2016. This meeting will not substantially go past 10:30 p.m.

COUNCIL MEMBERS:

- Michael D'Aquila
- Edward Delia
- Marc Faecher
- Jeanne Kingsley
- Craig Pastore,
- Thomas Pirone
- Robert Woodruff, Mayor

AGENDA FOR PUBLIC MEETING

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

- II. ROLL CALL**

- III .FLAG SALUTE**

- IV.OATH OF OFFICE**
 - Oath of Office – Sergeant – Michael Gallaro**
 - Oath of Office – Sergeant – Andrew Glaydura**
 - Oath of Office – Sergeant - Jason Massimino**

- V.CONFERENCE SESSION**

- VI. REGULAR AGENDA**

- VII. TOWNSHIP COUNCIL REPORTS**
 - A. Michael D'Aquila**
 - B. Edward Delia**
 - C. Marc Faecher**
 - D. Jeanne Kingsley**
 - E. Craig Pastore**
 - F. Thomas Pirone**

VIII. ADMINISTRATION REPORTS

Mayor Woodruff

Township Administrator – John Bussicolo

**IX. APPROVAL OF MINUTES – Public Meeting – January 1, 2016
Public Meeting- January 12, 2016**

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 .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated February 23, 2016 in the amount of \$251,525.05.
2. Resolution accepting the donation from Mr. Mondelli, for a portion of his property identified as Block 614, Lot, 182 Plainfield Avenue to be utilized as a permanent park for the public to enjoy.
3. Resolution authorizing a Professional Services Agreement with Melick-Tully and Associates, P.C., for the provision of geotechnical subsurface investigation services in connection with the redevelopment of the municipal complex.
4. Resolution authorizing the grant application for the Lawrence Drive Roadway Resurfacing Project.
5. Resolution authorizing an Interlocal Agreement with the Township of Millburn and the Township of Livingston for the provision of animal control services for the Township.
6. 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~~ **April 30, 2016**, at the same terms, conditions and rates set forth in the original contract. **(AMENDING RESOLUTION #54-2016)**

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 Tax Sale Certificate # 11-00003, in the amount of \$9,600.00 to Havid Development LLC, for property located at 74 Park Avenue.
 - b. Resolution authorizing a release of a Performance Bond, in the amount of \$700.00, to Daniel & Linda Place, 60 Riceman Road for a Street Opening Permit #3200.

XII. INTRODUCTION OF ORDINANCES:

Public Hearing and Final Adoption scheduled for March 8, 2016:

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Acceptance of the Dedication of the Right-of-Way Known as Treetop Court in the Township of Berkeley Heights.”

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 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 2/23/16, in the amount of \$251,525.05 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 23rd day of February, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 2

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

RESOLUTION

WHEREAS, Vito Mondelli was a model citizen of the Township of Berkeley Heights, giving his time and efforts for many years for the betterment of the Township; and

WHEREAS, the Township was saddened upon his recent passing; and

WHEREAS, Mr. Mondelli continues to give back to the Township even after his passing; and

WHEREAS, pursuant to his Last Will and Testament (the "Will"), Mr. Mondelli bequested a portion of his property identified as Block 614, Lot 3, 182 Plainfield Avenue (the "Property") to the Township of Berkeley Heights to be utilized as a permanent park for the public to enjoy (the portion of the Property to be donated to the Township hereinafter shall be referred to as the "Park"), subject to certain terms and conditions; and

WHEREAS, pursuant to the Will the following conditions apply to the donation to the Township: (1) the existing shack and greenhouse on the Property are to be demolished by the Executor; (2) the barn on the Property is to be demolished by the Executor; (3) the Property is to be subdivided with the portion of the Property containing the residence and nearby garage being a separate lot, which is to be sold; (4) the net proceeds from the sale shall be held in trust by the Executor to be used for the purpose of constructing the park on the remaining lot to be donated to the Township, which includes all fees for the planning and construction of the Park; (5) the Park shall be constructed by the Executor in substantial conformity with the attached rendering, which as attached as Exhibit A to the Will; (6) the Executor shall have a suitable sign memorializing the donation constructed and prominently placed in the park; and (7) any remaining proceeds from the sale of the subdivided property, after deducting the expense of the administration of the estate, and the payment of taxes as set forth in the Will, shall be transferred to the chief financial officer of the Township to be placed in trust in an interest bearing account, which shall be used exclusively for the maintenance and replacement of any and all appurtenances and vegetation including shrubs and plantings in connection with the Park; 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, the Township Council finds it in the best interest of the Township to accept the donation from Mr. Mondelli and accept the Park, subject to the terms and conditions of the Will, for use by the Township and the public.

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 accepts the donation of the Park on the Property, along with any remaining proceeds from the sale of the subdivided portion of the Property to be held in trust for the ongoing maintenance of the Park, for use by the Township and the public pursuant to the bequest of Vito Mondelli, and subject to the terms and conditions of his Will.

BE IT FURTHER RESOLVED that prior to closing on the transaction and taking good, marketable title to the Park, the Township shall authorize the final acceptance of the real property by adoption of an ordinance as required by the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.*

BE IT FURTHER RESOLVED that the Township Clerk, Township Administrator, and appropriate staff and professionals is authorized to take all required actions to accept the donation and complete any and all actions required to accept title to the Park.

BE IT FURTHER RESOLVED that upon taking title to the Park, the Township shall register same with the State of New Jersey so as to designate and maintain it as a permanent park in perpetuity.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to provide a certified copy of this Resolution to the Executor of Mr. Mondelli's Will satisfying the condition that the Township accept the donation in writing within ninety (90) days of his death.

BE IT FURTHER RESOLVED that the Township of Berkeley Heights hereby thanks Vito Mondelli for his generous donation and his many contributions to the Township.

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

APPROVED this 23rd day February, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 3

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

RESOLUTION

WHEREAS, there exists a need for a geotechnical subsurface investigation of the Berkeley Heights Municipal Complex, consisting of the property identified as Block 608, Lots 1 and 4, and Block 504, Lots 5 and 6, in connection with the design and redevelopment of the new municipal complex; and

WHEREAS, the Township solicited proposals for the provision of professional geotechnical engineering services for this purpose; and

WHEREAS, on or about February 5, 2016, Melick-Tully and Associates, P.C., submitted a proposal for the provision of geotechnical subsurface investigation services to the Township ("Proposal") for a fee of \$10,400.00 for the test boring program, \$3,200.00 for the preparation of the additional test pit stormwater explorations and preparation of a report, along with additional costs for attendance at meetings or subsequent reports; 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, prior to the execution of a contract, Melick-Tully and Associates, P.C., will have completed and submitted a Business Entity Disclosure Certification which certifies that no member with a controlling interest of 10% or more has 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 such persons from making any reportable contributions through the term of the contract, pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, this was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the Township Council finds it to be in the best interest of the Township to enter into a Professional Services Agreement with Melick-Tully and Associates, P.C., for the provision of geotechnical subsurface investigation services in connection with the redevelopment of the municipal complex.

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 Melick-Tully and Associates, P.C., for

the provision of geotechnical subsurface investigation services in connection with the redevelopment of the municipal complex for a fee of up to \$13,600.00, unless additional expenses are authorized by the Township.

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 appropriations.
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 23rd day of February, 2016.

ATTEST:

Ana Minkoff
Township Clerk

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, and billed pursuant to the Schedule of Charges attached to the Proposal.

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 thereto, 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 engineering. 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 W. Woodruff
Title: Mayor

WITNESS:

**PROFESSIONAL CONSULTANT
MELICK-TULLY AND ASSOCIATES, P.C.**

Name:
Title:

By: _____
Name:
Title:

H

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

RESOLUTION

WHEREAS, the NJDOT makes funds available to municipalities and counties for road improvement projects through the municipal aid portion of the New Jersey Transportation Trust Fund; and

WHEREAS, the Township Engineer has recommended that the Township Council apply to the New Jersey Department of Transportation for funds that are available under the New Jersey Transportation Trust Fund Authority Act, Fiscal Year 2016 Municipal Aid Program for:

Lawrence Drive Roadway Resurfacing Project

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Township Engineer and Clerk are hereby authorized to submit an electronic grant application identified as MA-2016 Berkeley Heights Township-00645 to the New Jersey Department of Transportation on behalf of the Township of Berkeley Heights.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Berkeley Heights and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to the Township Administrator, Treasurer, and Township Engineer.

APPROVED this 23rd day of February, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Robert Woodruff
Mayor

Agenda Item No.: 5

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights is in need of animal control services as mandated by N.J.S.A. 4:19-15.16, *et seq.*; and

WHEREAS, the Township of Berkeley Heights, the Township of Millburn and the Township of Livingston negotiated a shared services agreement for the provision of animal control services; and

WHEREAS, the Township of Berkeley Heights, the Township of Millburn and the Township of Livingston wish to enter into an agreement for the provision of animal control services for the Township; and

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

WHEREAS, the Township has negotiated an Interlocal Agreement for Animal Control Services, which is attached hereto and made a part hereof; and

WHEREAS, the Township Council of the Township of Berkeley Heights find it to be in the best interest of the Township and its residents to enter into this Interlocal Agreement with the Township of Millburn and the Township of Livingston for the provision of animal control services for the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Interlocal Agreement with the Township of Millburn and the Township of Livingston for the provision of animal control services for the Township be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to executed the attached Interlocal Agreement.

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

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

APPROVED this 23rd day of February, 2016.

ATTEST:

Ana Minkoff, Township Clerk

**INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES
BETWEEN Township of Berkeley Heights
AND THE TOWNSHIP OF MILLBURN AND TOWNSHIP OF LIVINGSTON**

This Agreement is made this _____ day of _____, 2016, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, maintaining an office at 29 Park Avenue, Berkeley Heights, NJ 07902 and the Township of Millburn (“Millburn”), a municipal corporation of the State of New Jersey, maintaining an office at 375 Millburn Avenue, Millburn, New Jersey 07041 and the Township of Livingston (“Livingston”), a municipal corporation of the State of New Jersey, maintaining an office at 357 South Livingston Avenue, Livingston, NJ 07039 (collectively as the “Providers”).

WHEREAS, pursuant to the powers granted to it by the statutes of the State of New Jersey, the Township of Berkeley Heights and the providers did, through the provisions of duly adopted Resolutions agree to enter into an Interlocal Agreement whereby it was agreed that Millburn and Livingston would provide Animal Control Services to the Township of Berkeley Heights.

WHEREAS, the governing bodies of the Township of Berkeley Heights and the providers have, by the appropriate Resolutions duly authorized the execution of this Agreement; and

WHEREAS, The Township of Berkeley Heights and the providers have agreed that Millburn and Livingston will provide Animal Control Services to the Township of Berkeley Heights.

1. The Township of Berkeley Heights is in need of Animal Control Services as mandated by NJSA 4:19-15.16 et seq. (as regulated by NJAC 8:23A) and Millburn/Livingston have the ability to provide such services and have agreed to do so, pursuant hereto. The Township of Berkeley Heights and Millburn/Livingston have agreed that they will provide Animal Control Services to the Township of Berkeley Heights as followed:

- a. Animal Sheltering: The provider’s Animal Control Officer will take all dogs/cats captured in the Township of Berkeley Heights to the Township of Livingston’s Animal Shelter. Dogs will be impounded as required by State and Municipal Regulations, for reasons including running at large, suspected rabies, vicious or dangerous dog, etc.

Animals are to be held for a period of fourteen (14) days, affording the opportunity of reclamation by the owner within the first mandatory seven (7) day period. The second seven (7) day period will allow the provider’s time to find a proper disposition for the animal through adoption or relocation. Berkeley Heights will be responsible for the cost of sheltering dogs and cats captured in the Township of Berkeley Heights. The Township of Berkeley Heights will pay the amount of \$40.00 per day. The Township of Berkeley Heights will also be

responsible for any costs associated with caring for an animal being sheltered. This includes, but is not limited to, the time an Animal Control Officer spends feeding and caring for an animal during off-duty hours. Off duty-hours are considered any time before or after 8:00AM – 4:30PM, Monday through Friday and all weekends and municipally recognized holidays.

- b. Animal Complaint Investigation: The provider's Animal Control Officer will refer all animal complaints including animal cruelty to the SPCA, if not already reported by the municipality's Police Department. The Animal Control Officer will be authorized by the Township of Berkeley Heights to address all animal complaints. Complaints will be filed by the municipality in their respective court with the Animal Control Officer available to be a witness in court case if necessary.

The provider's Animal Control Officer will not be involved in any court matters and/or litigation already in progress prior to the providers initially performing Animal Control Services.

- c. Patrolling Services: The provider's Animal Control Officer will not be required to provide patrolling services. Should at sometime the Township of Berkeley Heights require a patrolling service the minimum time charge will be one half day's rate, which is a minimum of four (4) hours.
- d. Injury Treatment for Dogs and Cats and Other Wildlife: All dogs, cats and wildlife captured in Township of Berkeley Heights requiring emergency treatment will be transported to a licensed veterinarian to be treated for their emergency needs. The veterinarian will be chosen by the Township of Berkeley Heights and will preferably be within the borders of said municipality. If the emergency treatment is after hours, the provider's will seek treatment at a 24 hour facility or one of their choosing that will accommodate. The bill for the emergency treatment will be the responsibility of Township of Berkeley Heights. The Township of Berkeley Heights may advise the providers of any medical or financial limits the municipality may wish to place on the care of the animals in writing as an addendum to this agreement.
- e. Removal and Disposition of Dead Dogs and Cats: The provider's Animal Control officer will dispose of dead dogs, cats or wildlife related to a call in which they have responded. Any dogs, cats or other wildlife found on the roadways of Berkeley Heights will be the responsibility of Berkeley Heights to dispose of properly. Should the municipality have a vet willing to perform this service the Animal Control Officer will transport the animal carcass to the chosen veterinarian. Thereafter, the animal will be cremated. All expenses of disposal of dead animals will be the responsibility of the Township of Berkeley Heights.
- f. Submission of Specimens for Rabies Examination: The provider's Animal Control Officer will transport a potential rabid animal to a licensed veterinarian to

be decapitated; the head will then be transported to Morristown Memorial Hospital or other state licensed facility for further processing (i.e. The Department of Health in Trenton). The expense for rabies examination is to be paid by the Township of Berkeley Heights.

2. It is understood and agreed by and between the parties that Millburn and Livingston will be the host communities. Millburn and Livingston will employ the Animal Control Officer. Township of Berkeley Heights will reimburse Millburn or Livingston for services rendered.
3. It is understood and agreed that the cost for the services of the Animal Control Officer will be \$40.66 per hour during normal operating hours. Normal operating hours are considered Monday through Friday 8:00AM – 4:30PM. The rate of service after normal operating hours or during weekends or municipally recognized holidays will be \$60.99 per hour.
4. The Township of Berkeley Heights, with the execution of this agreement, agrees to pay an initial yearly fee of \$500.00 to help offset any costs associated with equipment or sheltering.
5. It is understood and agreed that any additional cost to the third parties incurred by Millburn or Livingston will be the responsibility of Township of Berkeley Heights.
6. The provider's shall bill the Township of Berkeley Heights for services rendered on a monthly basis and the Township of Berkeley Heights must pay the bills within sixty (60) days of receipt of the billing notice.
7. This Agreement shall continue in effect for a period of one (2) years from its effective date. The Township of Berkeley Heights or any provider may, upon sixty (60) days written notice, terminate the Agreement.
8. The providers reserve the right to adjust any fees associated with this agreement with sixty (60) days written notice to the Township of Berkeley Heights.
9. In the event that this Agreement shall be invalidated by a court of competent jurisdiction, the consenting parties agree that they shall each, on an interim emergency basis, provide within their respective Municipalities said services.
10. Each of the Municipalities will and does hereby indemnify the other against and agree to save the other harmless from any and all claims for damages, whether for personal injury or property damage or otherwise, arising out of services responded to by the other by the employees of the respective Municipalities.

This Agreement may only be modified in writing and signed by the Municipalities and should not exceed \$20,000.00 in costs to Township of Berkeley Heights without written notice and confirmation from the Township.

IN WITNESS WHEREOF, each party has caused its authorized official to sign and seal this Agreement the day and year first above written.

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Ana Minkoff, Clerk

Mayor
Please Print _____

ATTEST:

TOWNSHIP OF MILLBURN

Christine Gatti, Clerk

Mayor
Please Print _____

ATTEST:

TOWNSHIP OF LIVINGSTON

Glenn Turtleaub, Clerk

Mayor
Please Print _____

Agenda Item No.: 6

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY
(AMENDING RESOLUTION #54-2016)**

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~~ April 30, 2016, 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 23rd day of February, 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 #11-00003 to lien holder: Havid Development LLC for Block #601, Lot #8, located at 74 Park Avenue, Berkeley Heights, New Jersey; and

WHEREAS, the owner of such property have now redeemed such certificate and the lien holder: Havid Development LLC , 41 Watchung Plaza, Suite 520, Montclair, NJ 07042 is entitled to receive redemption in the amount of \$9,600.00 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 \$9,600.00 in redemption of Tax Sale Certificate #11-00003 upon the submission of a properly completed voucher and surrender of such certificate.

Copies of this Resolution are to be forwarded to, Havid Development LLC, Tax Collector and the Treasurer.

APPROVED this 23rd day of February 2016.

ATTEST:

Ana Minkoff
Township Clerk

7b

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

RESOLUTION

WHEREAS, Daniel & Linda Place was required to post a cash bond, Permit #3200, in the amount of \$700.00, in connection with work being performed at 60 Ricemen Road, the Township Engineer has recommended by letter dated February 2, 2016 a full release of the cash bond in the amount of \$700.00, Account # S17-47-388-294.

NOW, THEREFORE BE IT RESOLVED, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return the cash bond posted by Daniel & Linda Place in the amount of \$700.00, together with any applicable interest.

BE IT FURTHER RESOLVED, that a copy of this Resolution is to be forwarded to Daniel & Linda Place, Township Treasurer and Township Engineer.

APPROVED this 23rd day of February, 2016.

ATTEST:

Ana Minkoff
Township Clerk

EXPLANATORY STATEMENT: This Ordinance authorizes and accepts the dedication of the right-of-way known as Treetop Court in the Township of Berkeley Heights.

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 Acceptance of the Dedication of the Right-of-Way Known as Treetop Court in the Township of Berkeley Heights.

WHEREAS, in connection with the subdivision of the properties previously known as Lots 6 and 7 in Block 3201, located along Mountain Avenue, into five (5) new residential lots currently known as Lots 6.01, 6.02, 6.03, 6.04 and 7 in Block 3201, which was approved by the Township Planning Board in 2005, a new right-of-way known as Treetop Court was established; and

WHEREAS, as a condition of the Board’s approval, the Treetop Court right-of-way was to be dedicated to the Township of Berkeley Heights as a public roadway; and

WHEREAS, the Treetop Court right-of-way was dedicated to the Township by recorded map, recorded with the Union County Clerk on October 4, 2005, Instrument No. 837; however, the dedication was never official accepted by the governing body of the Township; and

WHEREAS, pursuant to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* (“LLBL”), and N.J.S.A. 40:67-1, by ordinance the Township is authorized to accept dedications of property for use as public rights-of-way; and

WHEREAS, the Mayor and Township Council finds it to be in the best interest of the Township and its citizens to now authorize the acceptance of the dedication of the Treetop Court right-of-way.

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

1. Subject to the conditions of the Board's grant of subdivision approval in 2005, the Township of Berkeley Heights hereby accepts the dedication of a portion of the property previously identified as Lots 6 and 7 in Block 3201 (before subdivision), to be utilized as a public right-of-way to be known as Treetop Court.
2. The Township Administrator, Clerk, Attorney, and other appropriate Township official are hereby authorized and directed to take all required actions to complete the Township's acceptance of the dedication of the right-of-way.
3. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.
4. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.
5. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.
6. This Ordinance shall not take effect until after final passage, approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7, and publication in accordance with all applicable laws and statutes.

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 Acceptance of the Dedication of the Right-of-Way Known as Treetop Court in the Township of Berkeley Heights.

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **February 23, 2016** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **March 8, 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**