

VIII. 2016 MUNICIPAL BUDGET ADOPTION

Public Hearing and Final Adoption on 2016 Municipal Budget as Introduced on March 22, 2016.

a. Adoption or Resolution to Read Budget by Title.

b. Budget Hearing

IX. APPROVAL OF MINUTES –

Public Meeting –April 5, 2016

Executive Session –July 8, 2014 and July 22, 2014

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

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

XI. PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE INTRODUCED ON April 5, 2016.

(1)“BOND ORDINANCE AMENDING BOND ORDINANCE NUMBERED 4-2014 OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, FINALLY ADOPTED AUGUST 12, 2014, IN ORDER TO AMEND THE DESCRIPTION OF THE PROJECT.”

(2)“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 5.24 entitled “Taxicabs” of Title 5 entitled “Business Licenses and Regulations” of *The Code of the Township of Berkeley Heights* to update and amend the licensing requirements for livery services within the Township.”

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

XII .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated April 19, 2016 in the amount of \$223,514.87.

2. Resolution authorizing the participation by the Berkeley Heights Police Department in the Union County Law Enforcement Officer Loan Program.
3. Resolution authorizing the Planning Board to undertake a preliminary investigation, utilizing Harbor Consultants, Inc., in order to recommend to the Township Council whether the property identified as Block 1901, Lot 35, located at 100 Locust Avenue, is an area in need of redevelopment according to the criteria set forth in N.J.S.A. 40:A:12A-5.
4. Resolution authorizing the rejection of the Recycling Services bid, as substantially exceeding the cost estimates.
5. Resolution authorizing the adoption of the County of Union Multi-Jurisdictional Hazard Mitigation Plan.
6. Resolution authorizing the submission of a grant application in the amount of approximately \$25,000.00 to fund Evaluation and treatment of Emerald Ash Borer on Ash trees.
7. Resolution authorizing a tax settlement with 22 Russo Associates, LLC.
8. Resolution proclaiming April 29, 2016, as Arbor Day in the Township of Berkeley Heights.

9. 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 release of a cash bond to Menza & Beisel, 94 Kline Blvd. for a street opening permit, in the amount of \$700.00.
- b. Resolution authorizing the release of a cash bond to Menza & Beisel, 88 Kline Blvd. for a street opening permit, in the amount of \$700.00.
- c. Resolution authorizing the release of a cash bond to Menza & Beisel, 6 Lackawanna Blvd., for a street opening permit, in the amount of \$700.00.
- d. Resolution authorizing the release of a cash bond to Menza & Beisel, 6 Lackawanna Blvd. Block 3802, Lot 5.12. for a street opening permit, in the amount of \$700.00.
- e. Resolution authorizing the release of a cash bond to Menza & Beisel, 4 Lackawanna Blvd. Block 3802, Lot 5.12. for a street opening permit, in the amount of \$700.00.
- f. Resolution appointing Andrew Gallitelli to the active roster of the Berkeley Heights Fire Department.
- g. Resolution authorizing a release of a cash bond to Crawford Customs, LLC, in the amount of \$7,700.00.
- h. Resolution authorizing a fireworks display by Garden State Fireworks, on May 14, 2016 at Mt. Carmel Field, for a fund raiser for the Isadora J. Seibert Foundation.

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. EXECUTIVE SESSION – Attorney/ Client Privilege- Contract Negotiations

XV. ADJOURNMENT

**Ana Minkoff
Township Clerk**

Resolution
Township of Berkeley Heights

Proclamation

**By the Mayor of
Township of Berkeley Heights
To All to Whom these Presents Shall Come:**

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; **and**,

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as electricity, water, sanitary sewers, storm sewers, streets and highways and natural gas; **and**,

Whereas, the health safety and comfort of this community greatly depends on these facilities and services; **and**,

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; **and**,

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

Now therefore, I Robert Woodruff, Mayor of Berkeley Heights, do hereby proclaim **May 15-21, 2016** as **National Public Works Week** in Berkeley Heights and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public work and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

Approved: 19th April 2016

Robert Woodruff
Mayor of Berkeley Heights



Ana Minkoff
Township Clerk

BOND ORDINANCE AMENDING BOND
ORDINANCE NUMBERED 4-2014 OF THE
TOWNSHIP OF BERKELEY HEIGHTS, IN THE
COUNTY OF UNION, NEW JERSEY, FINALLY
ADOPTED AUGUST 12, 2014, IN ORDER TO
AMEND THE DESCRIPTION OF THE
PROJECT.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW
JERSEY (not less than two-thirds of all members thereof affirmatively
concurring) AS FOLLOWS:

Section One. The title of Bond Ordinance numbered 4-2014 of the
Township of Berkeley Heights, in the County of Union, New Jersey (the
"Township"), finally adopted August 12, 2014 ("Bond Ordinance #4-2014"), is
hereby amended in its entirety to read as follows:

"BOND ORDINANCE PROVIDING FOR
VARIOUS ROAD AND PARK
IMPROVEMENTS IN AND BY THE
TOWNSHIP OF BERKELEY HEIGHTS, IN
THE COUNTY OF UNION, NEW JERSEY,
APPROPRIATION \$5,000,000 THEREFOR
AND AUTHORIZING THE ISSUANCE OF
\$4,750,000 BONDS OR NOTES OF THE
TOWNSHIP TO FINANCE PART OF THE
COST THEREOF."

Section Two. Section 3(a) of Bond Ordinance #4-2014 is hereby amended in its entirety to read as follows:

“(a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is improvements to various roads, including, but not limited to, street signs, crack sealing, micro surfacing, milling, paving, curbing, catch basins and reconstruction and improvements to various parks, including, but not limited to, signage and the replacement of a culvert, including all work and materials necessary therefor and incidental thereto.”

Section Three. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section Four. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law

INTRODUCED the _____ day of _____, 2016.

ADOPTED the _____ day of _____, 2016.

Robert Woodruff, Mayor

ATTEST:

Ana Minkoff, Township Clerk

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
D'AQUILA				
DELIA				
FAECHER				
KINGSLEY				
PASTORE				
PIRONE				
TIE:				
MAYOR WOODRUFF				

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Berkeley Heights, in the County of Union, State of New Jersey, on April 5, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at 29 Park Avenue, on April 19, 2016 at 7:00 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE NUMBERED 4-2014 OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, FINALLY ADOPTED AUGUST 12, 2014, IN ORDER TO AMEND THE DESCRIPTION OF THE PROJECT

Purpose: To amend Bond Ordinance numbered 4-2014 of the Township, finally adopted August 12, 2014, to include as an authorized project various parks, including, but not limited to, signage and the replacement of a culvert, including all work and materials necessary therefore and incidental thereto

Appropriation: \$0

Bonds/Notes Authorized: \$0

Grant Appropriated: N/A

Section 20 Costs: \$0

Useful Life: 10 years

Ana Minkoff, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
D'AQUILA	✓			
DELIA		✓		
FAECHER	✓			
KINGSLEY	✓			
PASTORE	✓			
PIRONE	✓			
TIE:				
MAYOR WOODRUFF				

BOND ORDINANCE STATEMENT AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township of Berkeley Heights, in the County of Union, State of New Jersey on April 19, 2016 and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE AMENDING BOND ORDINANCE NUMBERED 4-2014 OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, FINALLY ADOPTED AUGUST 12, 2014, IN ORDER TO AMEND THE DESCRIPTION OF THE PROJECT

Purpose: To amend Bond Ordinance numbered 4-2014 of the Township, finally adopted August 12, 2014, to include as an authorized project various parks, including, but not limited to, signage and the replacement of a culvert, including all work and materials necessary therefore and incidental thereto

Appropriation: \$0

Bonds/Notes Authorized: \$0

Grant Appropriated: N/A

Section 20 Costs: \$0

Useful Life: 10 years

Ana Minkoff, Clerk

EXPLANATORY STATEMENT: This Ordinance updates and amends the licensing requirements for livery services within the Township.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 5.24 entitled "Taxicabs" of Title 5 entitled "Business Licenses and Regulations" of *The Code of the Township of Berkeley Heights* to update and amend the licensing requirements for livery services within the Township.

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

Section 1. Chapter 5.24 entitled "Taxicabs" of Title 5 entitled "Business Licenses and Regulations" of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended to read as follows: [New language **bold and underlined**; deleted language ~~double strikethrough~~]

Chapter 5.24 TAXICABS

Sections:

- 5.24.010 - Definitions.
- 5.24.020 - Certificate of public convenience and necessity required.
- 5.24.030 - Application for certification.
- 5.24.040 - Issuance of certificate.
- 5.24.050 - Liability insurance or indemnity bond required.
- 5.24.060 - License fee.
- 5.24.070 - Transfer of certificates.
- 5.24.080 - Suspension and revocation of certificates.
- 5.24.090 - Taxicab driver's license.
- 5.24.100 - Application for driver's license.
- 5.24.110 - Police investigation or applicant – Traffic and police record.
- 5.24.120 - Consideration of applicant.
- 5.24.130 - Issuance of license – Duration – Annual fee.
- 5.24.140 - Failure to comply with ordinance of the Township of Berkeley Heights, State and Federal law.

- 5.24.150 - Condition of taxicab.
- 5.24.160 - Rates of fare – Rate care required.
- 5.24.170 - Conduct of driver.
- 5.24.180 - Police Department: duty to enforce chapter.

5.24.010 – Definitions.

The following words and phrases, when used in this chapter, shall have the meanings as set out herein:

"Certificate" means a certificate of public convenience and necessity issued by the Township of Berkeley Heights authorizing the holder thereof to conduct a taxicab business in the Township of Berkeley Heights.

"Driver's license" means the permission granted by the Township of Berkeley Heights to a person to drive a taxicab upon the streets of the Township of Berkeley Heights.

"Holder" means a person to whom a certificate of public convenience and necessity has been issued.

"Livery" means and includes any automobile or motor car, other than a bus or taxicab, which is engaged in the business of transporting passengers for hire, other than in the conduct of a funeral, which operates out of closed premises and which is hired by charter or for a particular contract, or by the day or hour or other fixed period, or charges a fare or price agreed upon in advance between the operator and the passenger.

"Rate card" means a card issued by the council for display in each taxicab which contains the rates of fare then in force.

"Taxicab" means a motor vehicle regularly engaged in the business of carrying passengers for hire of a seating capacity to be approved by the council and not operated on a fixed route.

5.24.020 - Certificate of public convenience and necessity required.

No person shall operate or permit a taxicab owned or controlled by him or her to be operated as a vehicle for hire upon the streets of the township without having first obtained a certificate of public convenience and necessity from the council.

5.24.030 - Application for certificate.

An application for a certificate shall be filed with the council upon forms provided by the township and the application shall be verified under oath and shall furnish the following information:

- A. The name and address of the applicant;

- B. The financial status of the applicant, including the amounts of all unpaid judgments against the applicant and the nature of the transaction or acts giving rise to such judgments;
- C. Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate;
- D. The number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals;
- E. Such further information as the township may require.

5.24.040 - Issuance of certificate.

- A. If the council finds the further taxicab service in the township is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this chapter and the rules promulgated by the council, then it shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under such certificate and the date of issuance; otherwise, the application shall be denied.
- B. In making the above findings, the council shall take into consideration the number of taxicabs already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience and responsibility of the applicant.

5.24.050 - Liability insurance or indemnity bond required.

No certificate of public convenience and necessity shall be issued or continued in operation unless there is in full force and effect a liability insurance policy or indemnity bond in the amount of fifty thousand dollars (\$50,000.00) for bodily injury to any one person; in the amount of three hundred thousand dollars (\$300,000.00) for injuries to more than one person which are sustained in the same accident; and twenty-five thousand dollars (\$25,000.00) for property damage resulting from any one accident, or a combined single limit of three hundred thousand dollars (\$300,000). Such policy or policies, bond or bonds, shall inure to the benefit of any person who shall be injured or who shall sustain damage to property proximately caused by the negligence of the holder, his or her servant or agents. Such policy or policies, bond or bonds, shall be filed in the office of the township clerk, and shall be by an insurance company or bonding company authorized to do business in the state of New Jersey.

5.24.060 - License fee.

No certificate shall be issued or continued in operation unless the holder thereof has paid an annual license fee of one hundred dollars (\$100.00) for the right to engage in the taxicab business, fifty dollars (\$50.00) for each additional vehicle operated under a certificate of public convenience and necessity and five dollars (\$5.00) for each additional approved driver.

5.24.070 - Transfer of certificates.

No certificate of public convenience and necessity may be sold, assigned, mortgaged or otherwise transferred without the consent of the council.

5.24.080 - Suspension and revocation of certificates.

- A. A certificate issued under the provisions of this chapter may be revoked or suspended by the council if the holder thereof has (1) violated any of the provisions of this chapter, (2) discontinued operations for more than thirty (30) days, (3) has violated any ordinances of the township or the laws of the United States, or the state of New Jersey, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation.
- B. Prior to suspension or revocation, the holder shall be given notice of the proposed action to be taken and shall have an opportunity to be heard.

5.24.090 - Taxicab driver's license.

No person shall operate a taxicab for hire upon the streets of the township, and no person who owns or controls a taxicab shall permit it to be so driven, and no taxicab licensed by the township shall be so driven at any time for hire, unless the driver of such taxicab shall have first obtained and shall have then in force a taxicab driver's license issued under the provisions of this chapter.

5.24.100 - Application for driver's license.

A written application for a taxicab driver's license shall be filed with the township clerk, and shall contain the following information:

- A. The names and addresses of two residents of the township who have known the applicant for a period of two years and who will vouch for the sobriety, honesty, and general good character of the applicant.
- B. A concise history of his or her employment. Each application shall be accompanied by a certificate of the township physician of the township, at the applicant's expense, certifying that, in his or her opinion, the applicant is not inflicted with any disease or infirmity which might make him or her an unsafe or unsatisfactory driver. At the time the application is filed, the applicant shall pay to the township clerk the sum of one dollar (\$1.00).

5.24.110 - Police investigation or applicant—Traffic and police record.

The police department shall conduct an investigation of each applicant for a taxicab driver's license, and a report of such investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application for the consideration of the council.

5.24.120 - Consideration of applicant.

The council, upon consideration of the application and the reports and certificate required to be attached thereto, shall approve or reject the application. If the application is rejected, the applicant may request a personal appearance before the council to offer evidence why his or her application should be reconsidered.

5.24.130 - Issuance of license—Duration—Annual fee.

- A. Upon approval of an application for a taxicab driver's license by resolution of the council, the clerk shall issue a license to the applicant which shall bear the name, address, color, age, signature and photograph of the applicant.
- B. Such license shall be in effect for the remainder of the calendar year. A license for every calendar year thereafter shall issue upon the payment of one dollar (\$1.00) unless the license for the preceding year has been revoked.

5.24.140 - Failure to comply with ordinance of the Township of Berkeley Heights, state and federal laws.

Every driver licensed under this chapter shall comply with the terms of this and all other ordinances of the township, state laws, particularly N.J.S.A. 48:16-1 to 48:16-28 and all amendments and supplements thereto, and to federal laws. Failure to do so will justify the council to suspend or revoke such license.

5.24.150 - Condition of taxicab.

No taxicab shall be operated on the streets of the township unless it is mechanically safe to operate with brakes, lights, windshield wipers and signaling devices in good working order and is kept in a clean and sanitary condition. Inspection of the mechanical condition of every taxicab shall be made ~~under the direction of the chief of police upon application for licensing, and thereafter during the first week of each quarter of the calendar year, and reported by the chief of police to the council. Such inspection shall be made, also,~~ whenever deemed necessary by the chief of police. **Any such inspection may be performed by the Township Police Department, the Township Department of Public Works, or by an independent contractor as determined appropriate by the Township Administrator upon recommendation from the Chief of Police.**

5.24.160 - Rates of fare—Rate card required.

- A. No owner or driver of a taxicab shall charge a greater sum for the use of a taxicab than in accordance with the following rates:
 - 1. Hour Rates: Six dollars (\$6.00) per hour for one or more passengers.
 - 2. Mileage Rates: Within the township limits of the township, one dollar (\$1.00) per mile or fraction thereof to a maximum of two dollars and fifty cents (\$2.50) within the township limits; outside the township limits, one dollar (\$1.00) for the first mile or fraction thereof and for each additional mile or fraction thereof.
 - 3. Trunks: Seventy-five cents (\$0.75) for each trunk.

- B. Every taxicab operated under this chapter shall have a rate card setting forth the authorized rates of fare displayed in such a place as to be in view of all passengers.

5.24.170 - Conduct of driver.

- A. A driver shall not operate a vehicle while to any degree under the influence of drugs or intoxicating liquors.
- B. Smoking while carrying passengers is prohibited, except with the permission of the passenger.
- C. Disrespectful conduct or the use of abusive or insulting language to passengers is prohibited.
- D. A driver shall not solicit patronage for restaurants, night clubs, cabarets, dance halls, hotels or like places, nor solicit for any place maintained in violation of the law.
- E. A driver shall not refuse service to any orderly person unless he or she is previously engaged.
- F. A driver shall thoroughly search the interior of the vehicle immediately after the termination of each trip and note if the passenger has left any article therein. Any property so found shall be taken to police headquarters and turned in to the officer in charge within twenty-four (24) hours.
- G. A driver shall solicit fares only from the driver's seat or in a position within twenty-five (25) feet of his or her vehicle.

5.24.180 - Police Department: duty to enforce chapter.

The police department of the township is given the authority and is instructed to watch and observe the conduct of holders and drivers operating under this chapter. Upon discovering a violation of the provisions of this chapter, the police department shall take appropriate action and report the same to the council.

Section 2. Title 5 entitled "Business Licenses and Regulations" of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended to create and establish new Chapter 5.26 to be entitled "Limousines" to read as follows:

Chapter 5.26 LIMOUSINES

Sections:

- 5.26.010 Definitions.**
- 5.26.020 License Required.**
- 5.26.030 Insurance; amount.**
- 5.26.040 Certificate of compliance; contents; filing and posting.**
- 5.26.050 General examination of condition of limousine.**
- 5.26.060 Compliance with State statute.**
- 5.26.070 Violations and penalties.**

5.26.010 Definitions.

The following words and phrases, when used in this Chapter, shall have the meanings as set out herein:

"Limousine" means and includes any automobile or motor car used in the business of carrying passengers for hire to provide prearranged passenger transportation at a premium fare on a dedicated, nonscheduled, charter basis that is not conducted on a regular route and with a seating capacity in no event of more than 14 passengers, not including the driver, provided that such a vehicle shall not have a seating capacity in excess of four passengers, not including the driver, beyond the maximum passenger seating capacity of the vehicle, not including the driver, at the time of manufacture. Nothing in this article contained shall be construed to include taxicabs, hotel buses, buses employed solely in transporting school children or teachers, vehicles owned and operated directly or indirectly by businesses engaged in the practice of mortuary science when those vehicles are used exclusively for providing transportation related to the provision of funeral services, autobuses which are subject to the jurisdiction of the Department of Transportation, or interstate autobuses required by federal or state law or regulation of the Department of Transportation to carry insurance against loss from liability imposed by law on account of bodily injury or death.

"Limousine or Livery Service" means and includes the business of carrying passengers for hire by limousines.

"Person" means and includes any individual, co-partnership, association, corporation or joint-stock company, their lessees, trustees or receivers appointed by any court whatsoever.

"Principal Place of Business" means the location of the main place of business of the limousine service in the Town of Berkeley Heights where limousine service is conducted, where limousines are dispatched, or where limousine drivers report for duty.

“Street” means and includes any street, avenue, park, parkway, highway, or other public place.

5.26.020 License Required.

- A. Except for limousines registered in other states pursuant to N.J.S.A. 48:16-22.4, no limousine shall be operated wholly or partly along any street in the Township of Berkeley Heights in which the owner has his, her or its principal place of business located within the Township, until the owner or operator of said limousine shall have obtained a license from the Township Clerk. To obtain a license to operate a limousine from the Township, the owner or operator must comply with the requirements of this Chapter 5.26.
- B. No limousine shall be operated on the highways of the State of New Jersey unless it has a license issued pursuant to this Chapter 5.26 in compliance with N.J.S.A. 48:16-17; and a limousine is equipped in accordance with the minimum standards established by the director of the Division of Motor Vehicles and the Department of Transportation with:
1. A two-way communication system, which, at a minimum, shall provide for communication to a person outside the vehicle for a distance of not less than 100 miles and which requirement may be satisfied by a mobile telephone;
 2. A removable first aid kit and operable fire extinguisher, which shall be placed in an accessible place within the vehicle;
 3. Sideboards attached to the permanent body construction of the vehicle if the height of the vehicle floor is 10 inches or more above ground level.

5.26.030 Insurance; amount.

The owner or operator of a limousine must file with the Township Clerk an insurance policy of a company duly licensed to transact business under the insurance laws of New Jersey in the sum of \$1,500,000 against loss by reason of the liability imposed by law upon every limousine owner for damages on account of bodily injury or death suffered by any person as a result of any accident occurring by reason of the ownership, maintenance or use of the limousine upon any public street. Such operation shall be permitted only so long as the insurance policy shall remain in force to the full and collectible amount of \$1,500,000. The insurance policy shall provide for the payment of any final judgment recovered by any person on account of the ownership, maintenance and use of such limousine or any fault in respect thereto, and shall be for the benefit of every person suffering loss, damage, injury aforesaid.

5.26.040 Certificate of compliance; contents; filing and posting.

Upon the filing of the required insurance policy by an owner having its principal place of business in the Township of Berkeley Heights as a limousine or livery service, the Township Clerk, upon the payment of a fee of \$100.00 for an annual license and \$50.00 for each additional vehicle, plus \$5.00 for each additional approved driver who is covered under the required insurance policy, shall be issued in duplicate a license to operate showing that the owner of the limousine has complied with the terms and provisions of N.J.S.A. 48:16-14. The license shall recite the name of the insurance company, the number and date of expiration of the policy, a description of every limousine insured thereunder and the registration number of the same. The duplicate license shall be filed with the Division of Motor Vehicles before any such car is registered as a limousine. The original license shall be retained within the limousine and shall be available for inspection by any police officer in the state. In lieu of the recital of insurance information required on the license, pursuant to this section, the owner of the limousine may affix to the original license retained within the limousine a notarized letter from an insurance company containing the same insurance information required in the recital, which shall constitute proof of insurance coverage, and which shall also be available for inspection by any police officer in the state.

5.26.050 General examination of condition of limousine.

- A. Prior to any operation of a limousine on the highways of this State for the purpose of picking up passengers, the driver of the limousine shall conduct a general examination of the condition of the vehicle to ascertain its fitness to operate, which shall include, at a minimum, an examination of the tires, windshield wipers, horn, condition of the front and rear windshield and side windows, front and rear lights, fluid levels and brakes, as well as the condition of the two-way communications system. The completion of a check list by the driver containing, at a minimum, the items enumerated in this Section and Section 5.26.020(B), and the date and time of the examination, shall be supplied by the owner of the limousine service to the Township Clerk, and shall constitute proof of compliance with this Section.**
- B. In a calendar year in which a limousine is not required to undergo an inspection as required pursuant to N.J.S.A. 39:8-1, owner of the limousine service shall cause to be conducted, by a person qualified to do so, an examination of the mechanical and operating condition of the limousine, including at a minimum, the condition of the brakes, the exhaust system, condition of the tires, functioning of front and rear lights, and operation of fan belts and other belts in the engine of the vehicle. The person conducting the examination shall issue a report thereof to the owner who shall retain the report of the examination until the time of the next inspection required pursuant to N.J.S.A. 39:8-1. The report shall be subject to inspection by the Division of Motor Vehicles.**

5.26.060 Compliance with State statute.

Any owner, operator or driver shall comply with N.J.S.A. 48:16-13, et seq., and any regulation enacted therefrom.

5.26.070 Violations and penalties.

- A. **Unless another penalty is expressly provided by the New Jersey Statutes, any violation of the provisions of this Chapter, or the provisions of N.J.S.A. 48:16-13, et seq., shall subject such violator, upon issuance of a summons and conviction in municipal court, and at the Court's discretion, to the fines and penalties set forth in Chapter 1.08 of the Township Code for each such violation.**
- B. **Any violation of the provisions of this Chapter may also subject the violator to a suspension, revocation or non-issuance of the license or certificate with the Township. If a license/certificate is revoked pursuant to this Section, such licensee is thereafter barred from re-applying for said license with the Township for a period of three (3) years from the date of the revocation.**

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

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

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

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

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, Amending, Revising and Supplementing Chapter 5.24 entitled “Taxicabs” of Title 5 entitled “Business Licenses and Regulations” of *The Code of the Township of Berkeley Heights* to update and amend the licensing requirements for livery services within the Township.”

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 April 5, 2016 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on April 22, 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'AGUILA	✓			
DELIA	✓			
FAECHER	✓			
KINGSLEY				✓
PASTORE	✓			
PIRONE	✓			
TIE:				
MAYOR WOODRUFF				

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

NOTICE OF FINAL ADOPTION

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 5.24 entitled “Taxicabs” of Title 5 entitled “Business Licenses and Regulations” of *The Code of the Township of Berkeley Heights* to update and amend the licensing requirements for livery services within the Township.”

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 April 19, 2016.

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

EXPLANATORY STATEMENT: This Ordinance establishes and further amends the parking regulations on portions of Springfield Avenue.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

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

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

WHEREAS, the Mayor and Township Council find it to be in the best interests of the Township and its citizens to establish and amend additional parking regulations on a portion of Springfield Avenue; and

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

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

10.36.010 – Parking restrictions.

- A. No Parking, Standing or Stopping.
 - 1. Berkeley Avenue.

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

- a. South side from the intersection with Plainfield Avenue to the commencement of the cul-de-sac, no parking at any time.
7. Crest Circle.
- a. West side from Crest Drive through and including the cul-de-sac to the point of tangency with, but not including the east side of Crest Circle;
 - b. East side from Crest Drive to the point of tangency with the cul-de-sac, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.
8. Crest Drive.
- a. North side, from Sussex Road to Gallinson Drive;
 - b. North side, from Gallinson Drive to Countryside Drive, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days;
 - c. North side, from Countryside Drive to 50 feet west of the north side of the cul-de-sac, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days
 - d. South side, from Crest Circle East through and including the cul-de-sac at the easterly end of Crest Drive, and extending on the north side after the cul-de-sac for a distance of 50 feet west;
 - e. South side, from Sussex Road to Crest Circle West, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.
9. Countryside Drive.
- a. West side, from Crest Drive to Upper Drive;
 - b. East side, from Crest Drive to Upper Drive, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.
- 10 Diamond Hill Road.
- a. Both sides, from the Somerset County line to a point five hundred (500) feet north of the north side of Valley Road;
 - b. West side, for a distance of one hundred (100) feet from both sides of Twin Falls Road;
 - c. East side, for a distance of one hundred (100) feet from both sides of South View Drive;
 - d. East side, for a distance of one hundred (100) feet from both sides of McMane Avenue;
 - e. West side, from a point fifty (50) feet north of the extension of the centerline of McMane Avenue to the south property line of the Diamond Hill Community Church premises;
 - f. West side, from the southerly side line of Mountain Avenue for a distance of one hundred fifty (150) feet south.

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

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

13. Gallinson Drive.
 - a. West side, from Crest Drive to Summit Road, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.

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

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

16. Hunterdon Boulevard.
 - a. South side, from Glenside Road to Murray Hill Boulevard;
 - b. North side from Murray Hill Boulevard to a point 100 feet West;
 - c. North side, from Glenside Road to a point 100 feet west of Murray Hill Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.

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

18. LaGrand Avenue.
 - a. Both sides, from the intersection of Grandview Avenue southerly to the terminus of LaGrand Avenue at Harwood Avenue, between

the hours of four p.m. and eight p.m. weekdays, and between one p.m. and eight p.m. on Saturdays and Sundays.

19. Locust Avenue.
 - a. Both sides, from Dreier Avenue to Timber Drive, and on the southerly side of Locust Avenue, from Dreier Avenue to a point three hundred twenty-five (325) feet west of Dreier Avenue.
20. Lone Pine Drive.
 - a. Both sides, for its entire length.
21. Maple Avenue.
 - a. West side, from the southerly curbline of Springfield Avenue to a point four hundred thirty-eight (438) feet southerly therefrom.
22. Mercer Road.
 - a. Northeast side, between Hunterdon Boulevard and Watchung Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days; and
 - b. Southwest side.
23. Mountain Avenue.
 - a. Either side, from the Borough of New Providence to the Somerset County line, at any time.
24. Murray Hill Boulevard.
 - a. West side, from Mountain Avenue to Watchung Boulevard, any time; and
 - b. East side, from Summit Road to the intersection of the southern right-of-way of Hunterdon Boulevard;
 - c. Northerly/Easterly side between twenty five feet north of Watchung Boulevard and the intersection with the southern right of way of Hunterdon Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.
25. Park Avenue.
 - a. North side, for a distance of one thousand five hundred forty (1,540) feet west from the center line of Plainfield Avenue, except that area in front of the municipal building, between the police department entrance of the parking lot and the easterly side of the municipal driveway opposite Bolton Boulevard;

- b. Both sides, for a distance of one hundred (100) feet from the north side of Mountain Avenue;
- c. South side, from a point twenty-five (25) feet east of the east side of Bolton Boulevard to a point seventy-five (75) feet west of the west side of the exit from the municipal driveway opposite Bolton Boulevard;
- d. North side, for a distance of sixty-six (66) feet east of a point ten (10) feet east of the east side of the entrance walkway to the township municipal building, except for periods of fifteen (15) minutes or less;
- e. South side, from the center line of Bolton Boulevard to the center line of Berkeley Avenue.

26. Park Property.

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

27. Passaic Avenue.

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

28. Plainfield Avenue.

- a. East side, from the southerly side line of Springfield Avenue to a point ninety (90) feet south thereof;
- b. East side between Bolton Boulevard and Hamilton Avenue. No standing or stopping between eight a.m. and nine a.m. and between two-thirty p.m. and three-thirty p.m., prevailing time, on school days between Roosevelt Avenue and Washington Avenue;
- c. West side, from a point fifty (50) feet north of the northerly property line of the Columbia School grounds south to Hamilton Avenue;
- d. Both sides, for a distance of three hundred (300) feet from both sides of Mountain Avenue;
- e. West side, from the southerly side line of Springfield Avenue to the northerly side line of Sherman Avenue;
- f. Both sides, for a distance of one hundred (100) feet from both sides of Emerson Lane intersection;
- g. Both sides, from April 15th to October 1st, annually, between four p.m. and eight p.m., prevailing time, Monday through Friday, and from one p.m. to eight p.m., prevailing time, Saturday and Sunday, from the tracks of the Delaware, Lackawanna and Western Railroad to a point two hundred (200) feet south of Cottage Street;
- h. Both sides, between the hours of eight a.m. and nine p.m., prevailing time, daily except Sunday, from the southerly side line

of Sherman Avenue to a point fifty (50) feet north or the nearest rail of the tracks of the Delaware, Lackawanna and Western Railroad tracks, except parallel parking for periods of not more than one hour;

- i. East side, beginning at a point ninety (90) feet from the southerly side line of Springfield Avenue to the northerly side line of Sherman Avenue, between the hours of seven a.m. and nine p.m., prevailing time, except for periods of not more than fifteen (15) minutes;
- j. Both sides, for longer than one hour, between its intersection with Springfield Avenue and its intersection with Washington Street, from eight a.m. to ten a.m., Monday through Friday.
- k. West side, between a point two hundred seventy (270) feet north of the north side line of Berkeley Avenue and a point one hundred ten (110) feet south of the south side line of Berkeley Avenue, except during funeral and wedding processions for those vehicles attending;
- l. East side, between a point one hundred forty (140) feet south of the promulgation of the southerly side line of Berkeley Avenue and a point one hundred fifty (150) feet north of the promulgation of the northerly side line of Berkeley Avenue, except during funeral and wedding processions for those vehicles attending.

29. River Road.

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

30. Rogers Place.

- a. Both sides, for its entire length.

31. Roosevelt Avenue.

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

32. Scott Avenue.

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

33. Sherman Avenue.

- a. North side, from Plainfield Avenue to Station Street except for two designated parallel parking spaces beginning thirty (30) feet west of the westerly sideline of Plainfield Avenue and two designated parallel parking spaces beginning one hundred twenty-eight (128) feet east of the easterly sideline of Station Street which spaces shall be restricted to one hour parking;
- b. South side in any area not designated as a space within the municipal parking lot;
- c. North side, from the westerly sideline of Station Street to the easterly sideline of Berkeley Avenue except for parallel parking spaces as designated in the areas beginning a distance of forty (40) feet west of the westerly sideline of Station Street extending to a point one hundred sixty (160) feet west of the westerly sideline of Station Street and from a point two hundred sixty (260) feet west of the westerly sideline of Station Street to a point three hundred fifty (350) feet west of the westerly sideline of Station Street all of which spaces shall be restricted to two hour parking, daily except Sunday.
- d. North side from Plainfield Avenue easterly to terminus no parking any time.

34. Snyder Avenue.

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

35. Somerset Place.

- a. East side no parking;
- b. West side no parking from eight a.m. to nine a.m. and two thirty p.m to four p.m. school days.

36. Springfield Avenue.

- a. North side, for a distance of seventy-five (75) feet from both side of Delmore Avenue;
- b. Both sides, for a distance of one hundred (100) feet from both sides of Snyder Avenue;
- c. Both sides, from the east end of the bridge over the Passaic River to the Morris County line;
- d. North side, for a distance of one hundred eight (108) feet east from the easterly side of Plainfield Avenue.
- e. North side, for a distance of one hundred fifty (150) feet west from the westerly side line of Plainfield Avenue;
- f. South side, from the easterly curbline of Plainfield Avenue to a point one hundred fifty-five (155) feet east therefrom;
- g. South side, for a distance of one hundred fifty (150) feet west from the westerly side line of Plainfield Avenue;
- h. North side, from the easterly side line of Station Street to a point one hundred fifty (150) feet west of the westerly side line of Plainfield Avenue and from a point one hundred eight (108) feet east of the easterly side line of Plainfield Avenue to the westerly side line of Summit Avenue, between the hours of eight a.m. and nine p.m. Fridays, and between the hours of eight a.m. and six p.m. other days, prevailing time, except for periods of not more than one hour;
- i. South side, from a point one hundred fifty (150) feet west of the westerly side line of Plainfield Avenue to a point two hundred (200) feet west of the westerly side line of Plainfield Avenue and from a point one hundred fifty (150) feet east of the easterly side line of Plainfield Avenue to the westerly side line of Summit Avenue, between the hours of eight a.m. and nine p.m. Fridays, and between the hours of eight a.m. and six p.m. other days prevailing time, except for periods of not more than one hour and from a point two hundred (200) feet west of the westerly side line of Plainfield Avenue to the easterly side line of Station Avenue during the same times except for periods of not more than two hours.
- j. North side, two hundred fifty (250) feet east of Passaic Avenue to a point three hundred seventy-five (375) feet east of Passaic Avenue;
- k. North side, from a point four hundred sixty (460) feet east of the easterly side line of Kuntz Avenue to a point two hundred sixty (260) feet east of the easterly curbline of Summit Avenue;
- l. South side, from a point two hundred eighty (280) feet east of the easterly curbline of Summit Avenue to a point four hundred sixty (460) feet east of the easterly side line of Kuntz Avenue extended;
- m. South side, from a point one hundred thirty (130) feet west of the westerly curbline of Summit Avenue to a point eighty (80) feet westerly therefrom.

n. Both sides of Springfield Avenue, between the intersections of Station Street to Passaic Avenue, there shall be a parking limit of not more than two (2) hours from Monday through Friday between 8:00 a.m and 6:00 p.m.

37. Station Street.

- a. West side from Springfield Avenue to Sherman Avenue;
- b. East side from Springfield Avenue to Sherman Avenue except for multi-passenger vehicles operated by governmental authorities, nonprofit organizations or under contract to same (e.g. SAGE, Red Cross, Union County Paratransit), or vehicles with handicapped plates, in the designated loading zone, for periods not to exceed ten (10) minutes for the purpose of picking up or discharging passengers only;
- c. Both sides from its intersection with Springfield Avenue north to its terminus at Grant Street.

38. Summit Avenue.

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

39. Summit Road.

- a. South side, between Murray Hill Boulevard and Gallinson Drive.
- b. North side, between Murray Hill Boulevard and Gallinson Drive, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days

40. Sussex Road.

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

41. Valley Road.

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

42. Watchung Boulevard.

- a. North side, the entire length of the roadway, including the cul-de-sac;
- b. South side, from Somerset Place to Murray Hill Boulevard.

- c. From the Western most entrance of the Governor Livingston High School parking lot to the terminus of the cul-de-sac from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

43. Windsor Way.

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

44. Old Farm Road.

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

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

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

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

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

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

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, Amending, Revising and Supplementing Chapter 10.36 entitled “Parking Restrictions” of Title 10 entitled “Vehicles and Traffic” of *The Code of the Township of Berkeley Heights* to Establish and Amend the Parking Regulations on a Portion of Various Roadways”.

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 **April 5, 2016** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **April 19,** 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**

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

NOTICE OF FINAL ADOPTION

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

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 April 19, 2016.

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

Agenda Item # |

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 4/19/16, in the amount of \$223,514.87 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 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 2

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

RESOLUTION

WHEREAS, the Union County Sheriff's Office has established a program whereby it will loan is fully trained Sheriff's Officers to participating municipalities for the purpose of assisting in the daily functions of the police department, as well as police officers of the municipality being assigned and on loan to the Sheriff's Officer to assist in its operations, including, but not limited to, the Criminal Investigations Unit and the Fugitive Investigations Unit; which is known as the Union County Law Enforcement Officer Loan Program (the "Program"); and

WHEREAS, the Union County Sheriff's Office as asked if the Township of Berkeley Heights would like to participate in the Program; and

WHEREAS, the Berkeley Heights Police Department would benefit from participating in the Program by allowing its officers on loan to experience and learn new areas of law enforcement and collaborate with the Union County Sheriff's Office, as well as officers from other participating municipalities; and

WHEREAS, the Program allows for the Chief of Police to call back any police officers on loan when needed by the Township; and

WHEREAS, the Union County Sheriff's Office prepared a Memorandum of Understanding memorializing the terms of the Program, which has been reviewed by the Township Attorney; and

WHEREAS, the Township Council finds it in the best interest of the Township and the public to participate in the Program, which will enhance the services being provided by the Township police officers.

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 and its Police Department are hereby authorized to participate in the Union County Law Enforcement Officer Loan Program (the "Program").

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to sign the Memorandum of Understanding, substantially in the form attached hereto, memorializing the terms of the Program.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to provide a certified copy of this Resolution and a signed copy of the Memorandum of Understanding to the Union County Sheriff's Office and the Chief of the Township's Police Department.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

**MEMORANDUM OF UNDERSTANDING
UNION COUNTY LAW ENFORCEMENT OFFICER
LOAN PROGRAM**

THIS AGREEMENT made this _____ day of _____, 20__
between the Union County Sheriff's Office through the County of Union, (hereinafter "UCSO"),
a political subdivision of the State of New Jersey, having its principal office at the Union County
Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 and the
_____, (hereinafter the "Participating
Municipality"), a body politic and corporate of the State of New Jersey, having its principal
offices at

New Jersey _____, (collectively the "Parties").

RECITALS

Whereas, in an effort to increase safety and law enforcement services to the residents
of Union County and _____, specifically, the Parties wish to avail
themselves of fully trained law enforcement officers from the other party's agency; and

Whereas, the Parties wish to enhance the services they provide to the Union County
residents by offering a program whereby the UCSO will loan its fully trained Sheriff's Officers to
a Participating Municipality for the purpose of assisting in the daily functions of a municipal
police department as required by the Participating Municipality; and

Whereas, the Parties further wish to enhance their services by providing municipal law
enforcement officers to assist in the normal operation of the UCSO, including but not limited to
the Criminal Investigations Unit and the Fugitive Investigations Unit; and

Whereas, said program will be known as the "Union County Law Enforcement Officer
Loan Program" ("the Program") and shall be available to any Union County municipality wishing
to participate in the Program; and

Whereas, pursuant to the Program one or more Union County Sheriff's Officer(s) will be
assigned and on loan to a requesting municipality and/or one or more law enforcement
officers from the Participating Municipality will be assigned and on loan to the UCSO; and

Whereas, the agency making the assignment of its officer shall be known as the _____
Assigning Agency and the agency receiving said assignment shall be known as the Host Agency.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and other considerations between the Parties, the Parties do hereby mutually covenant and agree as follows:

1. The term of this Agreement shall commence upon full execution of the Agreement and upon the adoption of all necessary and appropriate legislation approved by the applicable governing body of the Parties as may be necessary.
2. Pursuant to the Program the assigned officer(s) (hereinafter, "Assigned Officer") will perform the activities and duties as directed by the Host Agency and as described below:
 - a. The Assigned Officer will conduct fugitive investigations for person(s) wanted by the Superior Court of New Jersey, any municipal court of New Jersey, any police or law enforcement agency within or outside of New Jersey with proper jurisdiction.
 - b. The Assigned Officer will effectuate such law enforcement activities in accordance with the law, acceptable practices and training which will result in effective prosecutions before the courts of the United States and the State of New Jersey.
3. To accomplish the objectives of the Program the Assigning Agency agrees to detail and assign _____ officer(s) to the Host Agency for a period of not less than _____ month(s). During this period of assignment, the Assigned Officer(s) will be under the direct supervision and control of Host Agency's supervisory personnel.
4. The Host Agency will also, subject to the availability of annually appropriated funds or any continuing resolution or ordinance thereof, provide the necessary funds and equipment to support the activities of the Assigned Officer(s). This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items as may be required by the tasks assigned by the Host Agency.

If the Assigning Agency provides the Assigned Officer(s) with a vehicle the Host Agency will be responsible for fuel expenses.
5. The Assigned Officer(s) shall adhere to the Host Agency's policies and procedures. Failure to adhere to the Host Agency's policies and procedures shall be grounds for revocation of the assignment.
6. The Assigned Officer(s) shall have jurisdiction to perform the work assigned by the Host Agency within the boundaries of the Host Agency.

7. During the period of assignment, the Assigning Agency will remain responsible for establishing the salary and benefits, including overtime, of the Assigned Officer and for making all payments due to them. The Host Agency will, subject to availability of funds, reimburse the Assigning Agency or overtime payments made by it to the Assigned Officer(s), up to a sum equivalent to

_____ , per officer. At all times during term of this Agreement the Assigned Officer(s) shall remain an employee of the Assigning Agency. *Note: Assigned Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."*

8. In no event will the Assigning Agency charge any indirect cost rate to the Host Agency for the administration or implementation of this Agreement and the Program.
9. Both parties shall maintain, on a current basis, complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement in accordance with generally accepted accounting principles and instructions provided each party and to facilitate on-site inspection and auditing of such records and accounts as may be necessary or required.
-
10. Each party shall permit and have readily available for examination and auditing by the other party, the Union County Prosecutor's Office, the New Jersey Division of Local Government, the New Jersey State Comptroller's Office, the New Jersey Office of the Attorney General and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this Agreement. The parties shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is later.
11. This Agreement may be terminated by either party on thirty (30) days' advance written notice. Billing for all outstanding obligations must be received by the parties within ninety (90) days of the date of termination of this Agreement. The Host Agency will be responsible only for obligations incurred by Assigning Agency during the term of this Agreement.

Notices shall be provided to the other party as follows:

As to UCSD:

Union County Sheriff
Union County Administration Building, First Floor
10 Elizabethtown Plaza
Elizabeth, NJ 07207

As to the Participating
Municipality:

12. In addition to the other rights and remedies of the Parties herein and to the fullest extent permitted by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, officials, employees or agents arising from the execution, performance and existence of this Agreement. Such obligation of both parties as set forth in this section shall survive the expiration or termination of this Agreement.

Each party shall be liable to the other for its own actions to the extent and pursuant to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et. seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et. seq., and other statutes including but not limited to, Federal Civil Rights Act, 42 USCA § 1983, 42 USCA § 1985 and New Jersey State Civil Rights Act, N.J.S.A. 10:6-1, et. seq.

13. The Parties shall carry and maintain at all times while this Agreement is in full force and effect, the following insurance coverage with an insurance company or companies acceptable to the both parties, with limits not less than those shown below and will cause the other party to be named as an additional insured and shall include the party, its officers, officials, employees, agents and volunteers, A Certificate of Insurance shall be filed with the Parties prior to commencement of the work pursuant to this Agreement.

- a. **Commercial General Liability/Law Enforcement:** Coverage for all operations including, but not limited to, contractual, products and completed operations, and personal injury with limits no less than \$5,000,000 per occurrence/\$5,000,000 aggregate.
- b. **Automobile Liability:** Coverage for all owned, non-owned and hired vehicles with limits not less than \$1,000,000 per occurrence, combined single limits (CSL) or its equivalent.
- c. **Workers Compensation:** As required by the State of New Jersey and Employers Liability with limits not less than \$1,000,000 per accident for bodily injury or disease.
- d. **Professional Liability (Errors & Omissions):** As appropriate with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

14. Each party agrees it will promptly comply with, or cause to be complied with, all laws, rules, regulations, Attorney General directives and/or guidelines and other governmental requirements which may be applicable to its performance of the services described in this Agreement, at its own cost and expense.

15. Remedies:

- a. In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. The dispute will be presented to the governing bodies of each party and good faith attempts at resolution will include discussions between the two parties or their attorneys, without the intervention of a third party.
 - b. If the dispute cannot be settled through direct discussions, the Parties agree to endeavor to next attempt to settle the dispute by mediation administered by the State of New Jersey Board of Mediation before resorting to any other remedy at law or equity.
 - c. In the event that mediation of a dispute was to fail, the parties would be permitted to pursue any remedies available to either of them in law or equity.
-

16. In the event that any provision contained in this Agreement is breached by either party and thereafter such breach is waived by the non-breaching party, such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

17. No covenant, condition or agreement contained in this Agreement, will be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the UCSO, in his or her individual capacity, and neither the officers, agents or employees of the Participating Municipality nor any official executing this Agreement will be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

18. Miscellaneous:

- a. Amendment. This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.
- b. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.
- c. Counterparts. This Agreement may be simultaneously executed in several

counterparts, each of which shall constitute an original document and all of which will constitute one and the same instrument. Facsimile and/or electronic signatures of the parties shall be considered original and binding signatures.

- d. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- e. **Further Assurances and Corrective Instruments.** The authorized representatives of both Parties will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the services to be provided or to correct any inconsistent or ambiguous term hereof.
- f. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- g. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the Parties of any right which is not explicitly waived in this Agreement.
- h. **Force Majeure.** In the event either party's performance of any of the provisions of this Agreement become impossible due to Force Majeure, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.
- i. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

19. This Agreement shall be effective upon the signature of this document by all appropriate representatives, as authorized by the applicable legislation adopted by the governing bodies of both Parties.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

JAMES E. PELLETTIERE, CLERK
Board of Chosen Freeholders

BY: _____
ALFRED J. FAELLA
County Manager

APPROVED AS TO FORM

ROBERT E. BARRY, ESQ.
County Counsel

ATTEST:

PARTICIPATING MUNICIPALITY

Municipal Clerk

Mayor/Business Administrator

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

RESOLUTION

WHEREAS, in compliance with the New Jersey Supreme Court decision in In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action with the Superior Court of New Jersey, entitled In the Matter of the Application of the Township of Berkeley Heights, County of Union, Docket No. UNN-L-2405-15, seeking a Judgment of Compliance and Repose approving its Fair Share Plan, in addition to related reliefs (the “Compliance Action”); and

WHEREAS, on or about August 20, 2015, Berkeley Developers, LLC (“Berkeley Developers”) filed a Motion to Intervene in the Compliance Action seeking to construct a three hundred (300) unit luxury residential rental development, with sixty (60) of such units being set aside for low and moderate income housing, on the property identified as Block 1901, Lot 35, located at 100 Locust Avenue; which intervention was granted by the Court on October 9, 2015; and

WHEREAS, after ongoing discussions, negotiations and mediations between the Township and Berkeley Developers, the parties have agreed upon the general terms of an one hundred and ninety-six (196) unit age-restricted, residential rental development of the 100 Locust Avenue property, with a fifteen (15%) percent inclusionary affordable housing component, subject to the terms and conditions set forth in the Memorandum of Understanding entered by the parties; and

WHEREAS, in connection with the Memorandum of Understanding, the Township finds it appropriate to commence the process to determine if the property identified as Block 1901, Lot 35, located at 100 Locust Avenue (the “Study Area”) is in need of redevelopment; and

WHEREAS, the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (the “Redevelopment Law”), sets forth the procedures for the Township to declare an area in need of redevelopment, along with the development and effectuation of a redevelopment plan; and

WHEREAS, pursuant to the required redevelopment procedures, specifically set forth in N.J.S.A. 40A:12A-6, no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality shall, by resolution, authorize the Planning Board to undertake a preliminary investigation to determine whether a proposed area is a redevelopment area according to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, pursuant to P.L. 2003, Chapter 159, “[t]he resolution authorizing the planning board to undertake a preliminary investigation shall state whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain (hereinafter referred to as a ‘Non-Condensation Redevelopment Area’) or whether the redevelopment area determination shall authorize the municipality to use all those powers provided by the Legislature for use in a redevelopment area, including the power of eminent domain (hereinafter referred to as a ‘Condensation Redevelopment Area’); and

WHEREAS, the Township Council of the Township of Berkeley Heights finds it to be in the best interest of the Township and its residents to authorize the Township Planning Board to undertake such preliminary investigation of the Study Area as a Non-Condensation Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, in the County of Union, and State of New Jersey, that the Planning Board is hereby authorized to undertake a preliminary investigation, utilizing Harbor Consultants, Inc., pursuant to the notice, hearing and other requirements of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended, in order to recommend to the Township Council whether the property identified as Block 1901, Lot 35, located at 100 Locust Avenue, in the Township of Berkeley Heights, or any portion thereof, is an area in need of redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-5.

BE IT FURTHER RESOLVED that, pursuant to New Jersey P.L.2013, c.159, the redevelopment area determination shall authorize the Township to use all those powers provided by the Legislature for use in a redevelopment area other than the use of eminent domain, also know as a “Non-Condensation Redevelopment Area.”

BE IT FURTHER RESOLVED that a certified copy of this Resolution is to be forwarded to the Township Planning Board.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

Agenda Item No.: 4

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

RESOLUTION

WHEREAS, on April 12, 2016, the Township of Berkeley Heights received and opened bids in connection with the Berkeley Heights Township Recycling Services; and

WHEREAS, the only bid received was from Giordano Company in an amount of \$279,500.00; and

WHEREAS, the amount of the bid received exceeded the amount the Township budgeted for Recycling Services; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, *et seq.*, specifically N.J.S.A. 40A:11-13.2(a), provides that the Township may reject all bids if the lowest bid substantially exceeds the cost estimates for the goods or services; and

WHEREAS, in addition, the Township's bid specifications for this program provides that the Township reserves the right to reject any and all bids, if in the interest of the Township, it is deemed advisable to do so under the circumstances recognized in the Local Public Contracts Law; and

WHEREAS, the only bid for the amount of \$279,500.00 substantially exceeds the Township budget for Recycling Services; and

WHEREAS, as all of the bids received substantially exceeds the cost estimate for this project, it is not in the interests of the Township to accept such bids.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, in Union County, New Jersey, that all of the bids received in connection with Recycling Services are hereby rejected pursuant to N.J.S.A. 40A:11-13.2(a), as substantially exceeding the cost estimates for this project.

BE IT FURTHER RESOLVED that the Township Clerk shall forward a certified copy of this Resolution to all bidders.

BE IT FURTHER RESOLVED that the Township Administrator, Clerk and Engineer are hereby authorized to take the necessary steps to republish and rebid for the Recycling Services.

BE IT FURTHER RESOLVED that all bid securities submitted to the Township in connection with the bids received shall be returned to the appropriate bidder.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

EXPLANATORY STATEMENT: This Resolution adopts the County of Union Multi-Jurisdictional Hazard Mitigation Plan.

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights is vulnerable to damages from natural hazard events which pose a threat to public health and safety and could result in property loss and economic hardship; and

WHEREAS, the County of Union has adopted, by Resolution No. 2016-250 on March 31, 2016, an updated Multi-Jurisdictional Hazard Mitigation Plan (the “Plan”) pursuant to the process set forth by the State of New Jersey and the Federal Emergency Management Agency; and

WHEREAS, the New Jersey Office of Emergency Management provides Federal mitigation funds to support the development of the mitigation plan; and

WHEREAS, the Plan recommends hazard mitigation actions that will help protect people and property affected by natural hazards occurring within Union County that will reduce future public, private, community and personal vulnerability and costs of disaster response and recovery, and that will reinforce the County’s leadership in emergency preparedness; and

WHEREAS, the Disaster Mitigation Act of 2000 (P.L. 106-390) and associated Federal Regulations published under 44 CFR, Part 201, require participating communities within the County to formally adopt a Hazard Mitigation Plan subject to the approval of the Federal Emergency Management Agency to be eligible for Federal funds for hazard mitigation projects and activities as they become available; and

WHEREAS, the Plan was reviewed by Township officials and found to be in the best interest of the Township and the public; and

WHEREAS, the Township Council finds it in the best interest of the Township and the public to officially adopt the Plan, a copy of which is available on the County’s website.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that:

1. The Township hereby adopts the Union County New Jersey Multi-Jurisdictional Hazard Mitigation Plan (the “Plan”) as the Township’s official hazard mitigation plan, and resolves to execute the mitigation actions in the Plan.

2. The Township officials identified in the Plan are hereby directed to implement the recommended actions assigned to them. These officials will report quarterly on their activities, accomplishments and progress to the Union County Office of Emergency Management and to the Township Council.
3. The Union County Office of Emergency Management will provide annual progress reports on the status of implementation of the Plan to the Township Council. This report shall be submitted to the Township Council by March 31st of each year.
4. The Township Office of Emergency Management, or other designated officials, will undertake periodic updates of the Plan in concert with the Union County Office of Emergency Management as described in the Plan Maintenance Section, but no less frequently than every five years.

BE IT FURTHER RESOLVED that the Township Clerk is hereby directed to provide a certified copy of this Resolution to the Administrator, Clerk and Board of Freeholders of the County of Union.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

#6

**GRANT AGREEMENT
BETWEEN
Township of Berkeley Heights
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER:
GOVERNING BODY RESOLUTION**

The governing body of the Township of Berkeley Heights
(print Grantee's name)
desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$
\$25,000.00 to fund the following project:
Evaluation and treatment of Emerald Ash Borer on ash trees on Township Streets

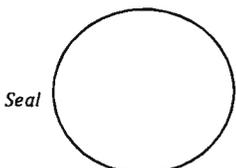
Therefore, the governing body resolves that John Bussiculo or the successor to the office of
(print name)
Township Administrator is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than \$ 10,000.00 and not more than
\$ 25,000.00, and (c) to execute any amendments thereto any amendments thereto which do not increase
Grantee's obligations.

*The Township of Berkeley Heights authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 0.00 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the
match for such purposes, whether cash, services, or property, is hereby certified. _____% of the match will be made up of in-kind
services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant
to the agreement.

Introduced and passed April 19, 2016

Ayes: _____
Noes: _____ Absent: _____



*The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

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Agenda Item No.:

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

RESOLUTION

WHEREAS, 22 Russo Associates, LLC ("Taxpayer"), the owner of Block 1901, Lot 42 on the Township of Berkeley Heights' Tax Assessment Maps, commonly known as 12 Russo Place ("Property"), filed an appeal of its 2011, 2012, 2013, 2014 and 2015 tax assessments in the Tax Court of New Jersey, Docket Nos. 011245-2011; 012322-2012; 012119-2013; 009973-2014 and 009330-2015.

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

WHEREAS, Block 1901, Lot 42 was assessed at \$882,800 for the years under appeal; and

WHEREAS, an acceptable settlement of the aforesaid tax appeals have been negotiated which reduces the total tax assessment levied upon Taxpayer's property located at Block 1901, Lot 42; and

WHEREAS, the 2011, 2012, 2013, 2014 and 2015 total tax assessments, based upon said reduction, will be \$673,800 instead of \$882,800 for Block 1901, Lot 42; and

WHEREAS, Taxpayer has agreed that any refunds due shall be without interest provided the tax refund is paid within 60 days of the date of entry of the Tax Court Judgment; and

WHEREAS, the 2011, 2012 and 2013 tax overpayment refunds shall be paid in the form of a check payable to "Daniel Keough, Trustee" and mailed to Daniel Keough, Esq., Ventura, Miesowitz, Keough & Warner, P.C., 783 Springfield Avenue, Summit, NJ 07901, within 60 days of the date of entry of Judgment; and

WHEREAS, the 2014 and 2015 tax overpayment shall be returned to the Taxpayer in the form of credits in reduction of the quarterly tax payment due following the entry of Judgment to the full extent of said quarterly payment, and the quarterly payments subsequent thereto until the tax savings has been fully returned to the Taxpayer; and

WHEREAS, the parties agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall apply to the assessment for Tax Years 2016 and 2017; and

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

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

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

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

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

1. The Township of Berkeley Heights' Tax Assessor is hereby directed to establish the allocation between land and improvements of a \$673,800 total tax assessment reduction for the 2011, 2012, 2013, 2014 and 2015 Tax Years for Block 1901, Lot 42, which is most beneficial to the Township of Berkeley Heights and advise the Special Tax Counsel of that allocation.
2. The Special Tax Counsel, Sandra Belli, is hereby authorized to execute a Stipulation of Settlement relative to the tax appeal of 22 Russo Associates, LLC ("Taxpayer") Docket Nos. 011245-2011; 012322-2012; 012119-2013; 009973-

2014 and 009330-2015 which reduces the total tax assessment on Block 1901, Lot 42 from \$882,800 to a total tax assessment of \$673,800 for the 2011, 2012, 2013, 2014 and 2015 Tax Years; which provides that any refunds due for the 2011, 2012 and 2013 Tax Years shall be without interest and shall be paid in the form of a check payable to "Daniel Keough, Trustee" and mailed to Plaintiff's counsel within 60 days of the date of entry of Judgment; which further provides that any tax overpayment for the 2014 and 2015 Tax Years shall be without interest and shall be effectuated by credits against future tax bills commencing with the first quarterly tax payment due following the entry of Judgment and the quarterly payments subsequent thereto until the tax savings has been fully returned to the taxpayer; and which further provides that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall apply to the assessment for Tax Years 2016 and 2017.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

VENTURA, MIESOWITZ, KEOUGH & WARNER, P.C.

Daniel G. Keough, Esq., Attorney ID 021771983

783 Springfield Avenue

Summit, New Jersey 07901

(908)277-2410

Attorneys for Plaintiff

22 RUSSO ASSOCIATES, L.L.C., :

Plaintiff, :

vs. :

TOWNSHIP OF BERKELEY HEIGHTS, :

a Municipal Corporation of New Jersey, :

Defendant. :

TAX COURT OF NEW JERSEY

Docket Nos.: 011245-2011, 012322-2012,
012119-2013, 009973-2014 & 009330-2015

CIVIL ACTION

REVISED MARCH 21, 2016
STIPULATION OF SETTLEMENT
(Without Affidavit)

Assigned Judge: Honorable Joshua D. Novin, J.T.C.

First Calendar Date:

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment be entered as follows:

Block: 1901

Lot: 42

Street Address: 12 Russo Place

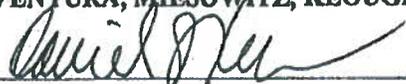
Year(s): 2011, 2012, 2013, 2014 & 2015

	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$ 212,000	\$ 212,000	\$ 212,000
Impvts	\$ <u>670,800</u>	\$ <u>670,800</u>	\$ <u>461,800</u>
Total	\$ <u>882,800</u>	\$ <u>882,800</u>	\$ <u>673,800</u>

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

3. Based on the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment.
5. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax years 2016 & 2017, and therefore agree that the provisions of N.J.S.A. 54:51a-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
5. The 2011, 2012, 2013 tax overpayment refunds due as a result of the Judgments that will issue from the Tax Court based hereon will be made in the form of a check made payable to "Daniel G. Keough, Trustee" and sent to Mr. Keough. The 2014 and 2015 real estate tax overpayment caused by the Judgment from the Tax Court to be entered based hereon shall be returned to the taxpayer in the form of credits in reduction of the first quarterly tax payment due for the subject property following the entry of said Judgment to the full extent of said quarterly payment, and the quarterly payments subsequent thereto to the full extent of same until said savings has been fully returned in the form of such credits.

VENTURA, MIESOWITZ, KEOUGH & WARNER, PC

By: 

Daniel G. Keough
Attorney for Plaintiff

By: _____

Sandra Belli
Attorney for Defendant

Dated: _____, 2016

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

RESOLUTION

WHEREAS, Arbor Day is now observed throughout the nation and the world,
and

WHEREAS, trees can reduce the erosion of our valuable topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, I, Robert Woodruff, Mayor of the Township of Berkeley Heights and the Township Council, do hereby proclaim April 29, 2016 as Arbor Day in the Township of Berkeley Heights, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and I further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

APPROVED this 19th day of April, 2016.

Robert Woodruff
MAYOR

ATTEST:

Ana Minkoff
Township Clerk

9a

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

RESOLUTION

WHEREAS, Menza & Beisel was required to post a cash bond, Permit #3082, in the amount of \$700.00, in connection with work being performed at 94 Kline Boulevard, the Township Engineer has recommended by letter dated April 5, 2016, a full release of the cash bond in the amount of \$700.00, Account # S17-48-799-976.

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 Menza & Beisel Homes Inc. 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, Township Treasurer and Township Engineer.

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

96

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

RESOLUTION

WHEREAS, Menza & Beisel was required to post a cash bond, Permit #3083, in the amount of \$700.00, in connection with work being performed at 88 Kline Boulevard, the Township Engineer has recommended by letter dated April 5, 2016, a full release of the cash bond in the amount of \$700.00, Account # S17-48-799-984.

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 Menza & Beisel Homes Inc. 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, Township Treasurer and Township Engineer.

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

9c

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

RESOLUTION

WHEREAS, Menza & Beisel was required to post a cash bond, Permit #3083, in the amount of \$700.00, in connection with work being performed at 6 Lackawanna Boulevard, the Township Engineer has recommended by letter dated April 5, 2016, a full release of the cash bond in the amount of \$700.00, Account # S17-48-388-111.

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 Menza & Beisel Homes Inc. 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, Township Treasurer and Township Engineer.

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

9d

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

RESOLUTION

WHEREAS, Menza & Beisel was required to post a cash bond, Permit #3083, in the amount of \$700.00, in connection with work being performed at 6 Lackawanna Boulevard, Block, 3802, Lot 5.12 the Township Engineer has recommended by letter dated April 5, 2016, a full release of the cash bond in the amount of \$700.00, Account # S17-48-800-196.

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 Menza & Beisel Homes Inc. 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, Township Treasurer and Township Engineer.

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

9e

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

RESOLUTION

WHEREAS, Menza & Beisel was required to post a cash bond,
Permit #3187, in the amount of \$700.00, in connection with work being performed at
4 Lackawanna Boulevard, the Township Engineer has recommended by letter dated
April 5, 2016, a full release of the cash bond in the amount of \$700.00,
Account # S17-48-388-103

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 Menza & Beisel Homes Inc.
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, Township Treasurer and Township Engineer.

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED that the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in meeting assembled, that Andrew Gallitelli, is hereby appointed as an Active member of the Berkeley Heights Volunteer Fire Department effective April 19, 2016.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

96

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

RESOLUTION

WHEREAS, Crawford Customs, LLC. was required to post a cash bond, in the amount of \$7,700.00, in connection with work being performed at 168 Murray Hill Blvd., the Township Engineer has recommended by letter dated April 14, 2016 a full release of the cash bond in the amount of \$7,700.00, Account # S17-48-388-153.

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 Crawford Customs, LLC. in the amount of \$7,700.00, together with any applicable interest.

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

APPROVED this 19th day of April, 2016.

ATTEST:

Ana Minkoff
Township Clerk

9h

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

RESOLUTION

WHEREAS, Garden State Fireworks has requested permission to hold a fireworks displays for a fund raiser for the Isadora J. Seibert at Mt. Carmel on May 14, 2016, in the event of rain this resolution will be extended for 10 days; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such display under the normal terms and conditions.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that permission is granted to Garden State Fireworks to hold a fireworks display on May 14, 2016, at Mt. Carmel, provided that it satisfies all comments and concerns, if any, of the Rescue Squad, Fire Department and Police Department raised prior to, or on the night of the display including any raised as a result of the weather conditions at the time of the display.

Copies of this resolution are to be forwarded to Garden State Fireworks, Police Department, Rescue Squad, and Fire Department.

APPROVED this 19th day of April, 2016.

ATTEST:

**Ana Minkoff
Township Clerk**