

VIII. APPROVAL OF MINUTES –

Executive Session – February 23, 2016, March 8, 2016

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

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

X. PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE INTRODUCED ON NOVEMBER 22, 2016

- (1) **“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Title 2 Entitled “Administration and Personnel” of *The Code of the Township of Berkeley Heights* to Create New Chapter 2.95 Entitled “Peppertown Park Renewal Committee” to create and establish an advisory committee to assist the Township with the renewal, restoration and maintenance of the Township’s Peppertown Park.”**

- (2) **Bond Ordinance Amending sections 3(b), 3(e) and 3(h) of Bond Ordinance numbered 11-2016 of the Township of Berkeley Heights, in the County of Union, New Jersey finally adopted August 9, 2016, in order to amend the descriptions of the projects”**

XI. NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated December 6, 2016 in the amount of \$130,132.34.

2. **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 Performance Bond, to Rochelle Fuhrmann in the amount of \$700, in connection with a street opening permit at 59 Orchard Lane.

 - b. Resolution authorizing the release of a Performance Bond, to Rochelle Fuhrmann in the amount of \$2,250, in connection with a street opening permit at 59 Orchard Lane.

XII. INTRODUCTION OF ORDINANCES:

Public Hearing and Final Adoption scheduled for December 20, 2016:

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2017-2019 Term.”

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- Litigation-Affordable Housing

XV. ADJOURNMENT

**Ana Minkoff
Township Clerk**

Mayor's Correspondence
November 2016

1. **Michael Mitzner** – letter accepting offer to continue as Municipal Prosecutor for 2017
2. **DiFrancesco Bateman** – letter accepting offer to renew professional services contract for 2017
3. **Public Facilities Investment Corp** – marketing letter
4. **Academy of Our Lady of Peace** – invitation to recognition and appreciation service for civic and religious leaders
5. **US Bridge** – info about their booth at NJSLOM
6. **Phillips 66 Pipeline LLC** – general information about pipeline in our area
7. **CSI Technology Group** – marketing information and information about their booth at NJSLOM
8. **Jersey Professional Management** – info about their booth at NJSLOM
9. **NJ Shade Tree Federation** – info about their booth at NJSLOM
10. **Print and Mail Communications LLC** – info about their booth at NJSLOM
11. **UC Transportation Advisory Board** – agenda for meeting
12. **NJLM** – legislative bulletin October 2016
13. **Inservco** – letter of introduction about their claim administration business
14. **Matthew Jessup** – letter accepting offer to continue as Bond Counsel for 2017
15. **NJCM** – suggested resolution related to COAH legislation cc: J Bussiculo
16. **Essex County Freeholders** – info about a mortgage assistance workshop
17. **Dawood Farahi Kean University President** – invitation to seasonal celebration
18. **Karin Miller** – letter of resignation from library board
19. **Bob Miller** – letter of resignation from Board of Adjustment
20. **Van Cleef Engineering Associates** – letter accepting offer to renew professional services contracts for 2017
21. **Governor and Mrs. Christie** – invitation to Holiday Tour of the Governor's Residence
22. **Richard Hammer, Chairman NJDOT** – announcing applications for NJDOT's FY 2017 State Aid Programs cc: Bussiculo, Bocchino
23. **Union Township** – invitation to Tree Lighting
24. **Rotarian** – December issue
25. **Bruce Bergen UC Freeholder Chairman** – copy of the 2016 Union County Transportation Master Plan document

TOWNSHIP COUNCIL CORRESPONDENCE
November 2016

1. Correspondence received November 7th from Phillips 66 Pipeline LLC regarding information about pipelines.
2. Correspondence received November 14th from Skoloff & Wolfe, P.C. regarding City of Elizabeth v. John J. Ficara, Acting Director and the Division of Taxation of the Department of Treasury, State of New Jersey, et al. and the 1) City of Linden's Answer to the First Amended Complaint and Proof of Service; and 2) City of Summit's Answer to the First Amended Complaint and Proof of Service.
3. Correspondence received November 21st from the Passaic River Coalition regarding dues and resource information.
4. Correspondence received November 21st from the New Jersey Department of Transportation regarding FY2017 State Aid programs.

EXPLANATORY STATEMENT: This ordinance amends and updates the Township's Administrative Code (Title 2 of *The Code of the Township of Berkeley Heights* to create and establish an advisory committee to assist the Township with the renewal, restoration and maintenance of the Township's Peppertown Park.

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 Title 2 Entitled "Administration and Personnel" of *The Code of the Township of Berkeley Heights* to Create New Chapter 2.95 Entitled "Peppertown Park Renewal Committee" to create and establish an advisory committee to assist the Township with the renewal, restoration and maintenance of the Township's Peppertown Park.

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

Section 1. Title 2 entitled "Administration and Personnel" of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended as to create new Chapter 2.97 entitled "Peppertown Park Renewal Committee" to read as follows:

Chapter 2.97 PEPPERTOWN PARK RENEWAL COMMITTEE

Sections:

- 2.97.010 Purpose.
- 2.97.020 Definitions.
- 2.97.030 Establishment--Membership.
- 2.97.040 Appointments; Term of Office; Vacancies.
- 2.97.050 Removal of Members.
- 2.97.060 Organization--Officers.
- 2.97.070 Meetings.
- 2.97.080 Powers and duties.

2.97.010 Purpose.

The purpose of this Chapter is to create an advisory committee, which shall assist in coordinating and fundraising for the renewal, restoration and ongoing maintenance of the Township's Peppertown Park, and to perform such other duties as may be deemed necessary by the Mayor and Council.

2.97.020 Definitions.

As used in this Chapter, the following terms shall have the meanings indicated

“Peppertown Park” means the area of the Township designated as the Peppertown Park, located at 205 Plainfield Avenue, at the corner of Sherman Avenue and Plainfield Avenue, in the Township of Berkeley Heights.

2.97.030 Establishment--Membership.

There is hereby established the “Berkeley Heights Peppertown Park Renewal Committee.” The membership of the Committee shall consist of fourteen (14) members: which shall include the Recreation Director, one (1) member of the Environmental Commission, one (1) member of the Beautification Committee, and a representative of the Township Council. Members of the Committee shall serve without compensation.

2.97.040 Appointments; Term of Office; Vacancies.

The appointment and terms of the members of the Committee shall be as follows:

A. The representative of the governing body on the Committee shall be appointed by and serve at the pleasure of the Township Council, or shall terminate at the completion of their respective term of office.

B. The (13) remaining members of the Committee shall be appointed by the Mayor, and shall serve for a period of two (2) years, except that the respective terms of office of the originally appointed members shall be as follows in order to the greatest practicable extent the expiration of such terms shall be distributed evenly over the first three years after their appointments:

1. Six members shall serve for terms of two years; and
2. Seven members shall serve for terms of one year.

C. The term of each member shall begin on the first day of January, and each member shall continue in office until his or her successor shall be appointed, except upon the filling of a vacancy, and for the initial term of appointees, which shall commence once appointed, and relate back to January of such year for purposes of counting the term of the initial appointment.

D. In the event of a vacancy, the Mayor shall fill said vacancy of a member, or the Township Council of a governing body member, by appointment for the remainder of the unexpired term. A vacancy shall occur if the member resigns from office, in the event of death or the inability to service, or in the event of the member's absence from fifty (50%) percent or more of the regularly scheduled meetings of the Committee in any twelve month period, in which latter event removal shall automatically occur.

2.97.050 Removal of Members.

The Mayor or Township Council may remove any member of the Committee for cause, on written charges served upon the member, and after a hearing before the governing body, at which the member shall be entitled to be heard in person or by counsel.

2.97.060 Organization--Officers.

A. The Committee shall elect a chairperson, vice chairperson and secretary at its organizational meeting in January, which officers shall serve for a term of one year and remain in office until their successor is appointed.

B. The secretary shall keep minutes of all meetings of the Committee, which minutes and copies of official correspondence of the Committee shall be kept on file in the office of the Township Clerk.

2.97.070 Meetings.

The Committee shall hold regular meetings in the Township municipal building as set in its organizational meeting.

2.95.080 Powers and duties.

The Committee shall have the following powers and duties:

A. To develop a plan and strategies to renew, restore and to continue the ongoing maintenance of the Peppertown Park. With the review and advice of the Mayor, the Township Council shall have the sole authority to approve and execute the plan of the Committee by Resolution. Once approved, the Committee shall have the authority to implement the plan as directed by the Mayor and Township Council.

B. To review and recommend to the Mayor and Township Council planting, trees, shrubbery and other landscaping, along with signage, decorations, holiday lights, and the like for the Township's Peppertown Park; and, with the consent of the Mayor and Council, organize and engage in seasonal plantings and decorations on public properties. If Township funds or employees are required for such plantings or decoration, specific approval for such funding or use of Township employees is required by the Township Council by Resolution.

C. To recruit and direct organizational and individual interest in and support for the renewal, restoration and maintenance of the Peppertown Park.

D. To act as a coordinating agency for successful organizational corporate and individual efforts for the renewal, restoration and maintenance of the Peppertown Park.

E. To work with the Township, as well as local merchants, corporations and individuals to raise funds for the renewal, restoration and maintenance of the Peppertown Park; which funds

shall be kept and held by the Township, with the Township Council having authority over the expenditure of same.

F. To work with the Township, the Township Recreation Commission, as well as local merchants, to sponsor activities and events in the Township's Peppertown Park.

G. The Township Council has the authority and discretion, but not the obligation, to provide for funding towards the proposed budget. The Committee shall have the authority to obtain funding for the proposed budget through fund raising efforts, including the application for grants. All funds received shall be utilized by the Committee and the Township for the purposes set forth herein. All expenditures by the Committee shall be subject to the approval of the Township Council.

Section 2. 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 3. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. 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 5. This Ordinance shall not take effect until after final passage, approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7, and publication in accordance with all applicable laws and statutes.

INTRODUCED the _____ day of _____, 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 Title 2 Entitled “Administration and Personnel” of *The Code of the Township of Berkeley Heights* to Create New Chapter 2.95 Entitled “Peppertown Park Renewal Committee” to create and establish an advisory committee to assist the Township with the renewal, restoration and maintenance of the Township’s Peppertown Park.”

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 November 22, 2016 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on December 6, 2016 at 7:00 p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk’s office in said Municipal Building, to the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**

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

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

NOTICE OF FINAL ADOPTION

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Title 2 Entitled “Administration and Personnel” of *The Code of the Township of Berkeley Heights* to Create New Chapter 2.95 Entitled “Peppertown Park Renewal Committee” to create and establish an advisory committee to assist the Township with the renewal, restoration and maintenance of the Township’s Peppertown Park.”

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above entitled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on December 6, 2016.

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

BOND ORDINANCE AMENDING SECTIONS 3(b), 3(e) AND 3(h) OF BOND ORDINANCE NUMBERED 11-2016 OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY FINALLY ADOPTED AUGUST 9, 2016, IN ORDER TO AMEND THE DESCRIPTIONS OF THE PROJECTS.

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. Section 3(b) of Bond Ordinance numbered 11-2016 of the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township"), finally adopted August 9, 2016 ("Bond Ordinance #11-2016"), is hereby amended to include a ride-on blower to read as follows:

| | | | |
|--|-----------------|-----------------|------------------|
| <p>"b) The acquisition of various public works equipment, including, but not limited to, a stainless steel stand-alone, a broom/pusher for street sweeper, a mower with plow and blower attachments and a ride-on blower, including all related costs and expenditures incidental thereto.</p> | <p>\$60,000</p> | <p>\$56,950</p> | <p>15 years"</p> |
|--|-----------------|-----------------|------------------|

Section Two. Section 3(e) of Bond Ordinance numbered 11-2016 of the Township is hereby amended to include trickling filters to read as follows:

| | | | |
|--|------------------|------------------|------------------|
| <p>“e) Improvements to the wastewater treatment plant systems and facilities, including, but not limited to, pump replacements, sanitary sewer pipe, sanitary sewer manholes, grinders, trickling filters, intermediate pumps, and electrical system improvements, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto.</p> | <p>\$423,000</p> | <p>\$401,850</p> | <p>40 years”</p> |
|--|------------------|------------------|------------------|

Section Three. Section 3(h) of Bond Ordinance numbered 11-2016 of the Township is hereby amended to include a pick-up truck to read as follows:

| | | | |
|--|------------------|------------------|-----------------|
| <p>“h) Acquisition of various public works vehicles, including, but not limited to, a hook truck, mason dump and a pick-up truck, including all related costs and expenditures incidental thereto.</p> | <p>\$135,000</p> | <p>\$128,250</p> | <p>5 years”</p> |
|--|------------------|------------------|-----------------|

Section Four. 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 Five. 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 B. Woodruff, Mayor

ATTEST:

Ana Minkoff, Township Clerk

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 **November 22, 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 in the Township on **December 6, 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 SECTIONS 3(b), 3(e) AND 3(h) OF BOND ORDINANCE NUMBERED 11-2016 OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY FINALLY ADOPTED AUGUST 9, 2016, IN ORDER TO AMEND THE DESCRIPTIONS OF THE PROJECTS.

Purposes: A) To amend Section 3(b) of Bond Ordinance numbered 11-2016 of the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township"), finally adopted August 9, 2016 ("Bond Ordinance #11-2016"), to include a ride-on blower to read as follows:

| | | | |
|---|----------|----------|-----------|
| "b) The acquisition of various public works equipment, including, but not limited to, a stainless steel stand-alone, a broom/pusher for street sweeper, a mower with plow and blower attachments and a ride-on blower, including all related costs and expenditures incidental thereto. | \$60,000 | \$56,950 | 15 years" |
|---|----------|----------|-----------|

B) To amend Section 3(e) of Bond Ordinance numbered 11-2016 of the Township to include trickling filters to read as follows:

| | | | |
|---|-----------|-----------|-----------|
| "e) Improvements to the wastewater treatment plant systems and facilities, including, but not limited to, pump replacements, sanitary sewer pipe, sanitary sewer manholes, grinders, trickling filters, intermediate pumps, and electrical system improvements, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto. | \$423,000 | \$401,850 | 40 years" |
|---|-----------|-----------|-----------|

C) To amend Section 3(h) of Bond Ordinance numbered 11-2016 of the Township to include a pick-up truck to read as follows:

| | | | |
|---|-----------|-----------|----------|
| “h) Acquisition of various public works vehicles, including, but not limited to, a hook truck, mason dump and a pick-up truck, including all related costs and expenditures incidental thereto. | \$135,000 | \$128,250 | 5 years” |
|---|-----------|-----------|----------|

Appropriation: \$0

Bonds/Notes Authorized: \$0

Grant Appropriated: N/A

Section 20 Costs: \$0

Useful Life: N/A

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 **December 6, 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 SECTIONS 3(b), 3(e) AND 3(h) OF BOND ORDINANCE NUMBERED 11-2016 OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY FINALLY ADOPTED AUGUST 9, 2016, IN ORDER TO AMEND THE DESCRIPTIONS OF THE PROJECTS.

Purposes: A) To amend Section 3(b) of Bond Ordinance numbered 11-2016 of the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township"), finally adopted August 9, 2016 ("Bond Ordinance #11-2016"), to include a ride-on blower to read as follows:

| | | | |
|---|----------|----------|-----------|
| "b) The acquisition of various public works equipment, including, but not limited to, a stainless steel stand-alone, a broom/pusher for street sweeper, a mower with plow and blower attachments and a ride-on blower, including all related costs and expenditures incidental thereto. | \$60,000 | \$56,950 | 15 years" |
|---|----------|----------|-----------|

B) To amend Section 3(e) of Bond Ordinance numbered 11-2016 of the Township to include trickling filters to read as follows:

| | | | |
|---|-----------|-----------|-----------|
| "e) Improvements to the wastewater treatment plant systems and facilities, including, but not limited to, pump replacements, sanitary sewer pipe, sanitary sewer manholes, grinders, trickling filters, intermediate pumps, and electrical system improvements, including all related costs and expenditures incidental thereto and further including all work and materials necessary therefor and incidental thereto. | \$423,000 | \$401,850 | 40 years" |
|---|-----------|-----------|-----------|

C) To amend Section 3(h) of Bond Ordinance numbered 11-2016 of the Township to include a pick-up truck to read as follows:

| | | | |
|---|-----------|-----------|----------|
| “h) Acquisition of various public works vehicles, including, but not limited to, a hook truck, mason dump and a pick-up truck, including all related costs and expenditures incidental thereto. | \$135,000 | \$128,250 | 5 years” |
|---|-----------|-----------|----------|

Appropriation: \$0

Bonds/Notes Authorized: \$0

Grant Appropriated: N/A

Section 20 Costs: \$0

Useful Life: N/A

Ana Minkoff, Clerk

Agenda Item # 1

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 12/06/16, in the amount of \$130,132.34 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 6th day of December, 2016.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, Ms. Rochelle Fuhrmann was required to post a Performance Bond in the amount of \$700.00 in connection with a street opening permit at 59 Orchard Lane and the Township Engineer, having inspected the work, has recommended by letter dated November 23, 2016 that such bond be released.

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 Performance Bond posted by Ms. Rochelle Fuhrmann 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 Ms. Rochelle Fuhrmann, Township Treasurer, and Township Engineer.

APPROVED this 6th day of December, 2016.

ATTEST:

Ana Minkoff
Township Clerk

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

RESOLUTION

WHEREAS, Ms. Rochelle Fuhrmann was required to post a Performance Bond in the amount of \$2,250.00 in connection with a street opening permit at 59 Orchard Lane and the Township Engineer, having inspected the work, has recommended by letter dated November 23, 2016 that such bond be released.

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 Performance Bond posted by Ms. Rochelle Fuhrmann in the amount of \$2,250.00 together with any applicable interest.

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

APPROVED this 6th day of December, 2016.

ATTEST:

Ana Minkoff
Township Clerk

EXPLANATORY STATEMENT: This Ordinance authorizes the residential lease agreement with Jim Hopkins for the property located at 31 Snyder Avenue for the 2017-2019 term.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2017-2019 Term.

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

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

WHEREAS, the Township awarded a Residential Lease Agreement for the Property to James Hopkins, which was thereafter renewed, and currently expires on December 31, 2016; and

WHEREAS, the Township desires to renew and extend the Residential Lease Agreement for the Property for an additional thirty-six (36) months under the same terms and conditions, except for a reasonable rental increase and late payment fee; and

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

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

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

WHEREAS, Mr. Hopkins accepted the amended lease terms, including the increase in rent in the amount of \$15,892.68 per year to expire on December 31, 2019; and

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

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

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

1. The Township hereby authorizes the entering into a renewal of the residential lease with Jim Hopkins for the property located at 31 Snyder Avenue for the term of January 1, 2017 through December 31, 2019 for the initial rental amount of \$15,892.68 per year, payable in equal monthly payments of \$1,324.39, pursuant to the terms and conditions set forth in the Residential Lease Agreement attached hereto.
2. The Mayor and Township Clerk of the Township of Berkeley Heights are hereby authorized and directed to sign and execute the Residential Lease Agreement in the form attached hereto, along with any other documents required to effectuate the lease.
3. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.
4. This Ordinance shall take effect immediately upon final passage and publication according to law.

INTRODUCED the _____ day of _____, 2016.

ADOPTED the _____ day of _____, 2016.

Robert Woodruff, Mayor

ATTEST:

Ana Minkoff, Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2016

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Authorizing the Residential Lease with Jim Hopkins for the Property Located at 31 Snyder Avenue for the 2017-2019 Term.”

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **December 6, 2016** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **December 20, 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**

RESIDENTIAL LEASE AGREEMENT
(31 Snyder Avenue)

This LEASE AGREEMENT (“Lease” or “Agreement”) is made _____,
2016, by and between,

THE TOWNSHIP OF BERKELEY HEIGHTS, a municipal corporation with
offices located at 29 Park Avenue, Berkeley Heights, New Jersey (“Landlord”);

and,

JIM HOPKINS, with an address to be 23 Horseshoe Road, Berkeley Heights,
New Jersey (“Tenant”).

WITNESSETH:

WHEREAS, the Township is the record owner of the single family, residential property identified as Block __, Lot __, 31 Snyder Avenue, in the Township of Berkeley Heights, County of Union; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-24, the Township is authorized to lease the residential property by open public bidding at auction or by submission of sealed bids to the bidder who will pay the highest rent therefor; and

WHEREAS, the Township has determined that it was most advantageous and in the best interest of the Township to enter into this Lease for the residential property with Tenant.

NOW, THEREFORE, in consideration for the of the mutual terms, covenants and agreements of the parties herein set forth, and other good and valuable consideration, Landlord and Tenant hereby covenant and agree as follows:

1. **Lease of Premises.** Tenant agrees to rent from Landlord, and Landlord agrees to lease to Tenant, the residential property identified as 31 Snyder Avenue, in the Township of Berkeley Heights, County of Union (the “Premises”), pursuant to the terms and conditions set forth in this Lease.
2. **Term of Lease.** The term of this Lease will be for a period of three (3) years, beginning on January 1, 2017, and ending on December 31, 2019 (the “Term”). If Tenant takes possession and uses the Premises at any time before the term begins, this Lease will begin on the date that possession begins and will terminate on the date specified. Landlord is not responsible if Landlord cannot render Tenant possession of the Premises on the start date of this Lease. However, rent will only be charged from the date on which possession is made available.
3. **Rent and Late Charges.** The rent for the initial year is Fifteen Thousand Eight Hundred and Ninety Two and 68/100 (\$15,892.68) Dollars per year, payable in equal monthly payments of One Thousand and Two Hundred and Ninety Eight 42/100 (\$1,324.39) Dollars, in advance on the first (1st) day of each and every month during the term of the Lease (hereinafter referred to as

referred to as "Rent"). For every year thereafter, the Rent shall be increased by two (2%) percent per year. Landlord may require, as additional rent, the payment of a late charge for any monthly payment not received as of the tenth (10th) day of the month. This charge shall be five (5%) percent of the monthly rent payment. Landlord may also charge Tenant a fee of five (5%) percent, as additional rent, for every check that is not honored by the bank on which it is drawn.

4. **Security Deposit.** Prior to the commencement of this Lease, Tenant shall remit to Landlord, and Landlord shall hold a security deposit in the amount of One Thousand and Eight Hundred and 00/100 (\$1,800.00) Dollars (representing one and one-half months Rent). This amount shall be held in trust by Landlord as security for Tenant's performance of each and every term and condition of this Lease. Tenant may not apply the security deposit to any rental payment for any reason, except as permitted by law. Any renewal of this Lease does not require Tenant's remittance of this Security Deposit.

Within thirty (30) days after the end of this Lease, Landlord will return to Tenant the security deposit less any deductions made under this Lease. Landlord is authorized to deduct from the security deposit the full amount of any reasonable cost incurred as a result of Tenant's breach of any term or condition of this Lease. If Landlord sells the Premises, Landlord shall transfer the security deposit to the new owners for Tenant's benefit and shall so notify Tenant. Landlord shall deposit the security deposit in an interest-bearing account, and shall notify Tenant, in writing, of the name and address of the banking institution and account number. Tenant shall supply his/her social security number so Landlord may establish an interest-bearing account.

5. **End of Lease.** This Lease shall terminate at the end of the Term, with any holdover period being treated as a month-to-month tenancy on the same terms and conditions as contained in this Lease.

If at any time after the end on the Term of this Lease, and provided that Tenant is not subject to eviction for cause, Landlord desires to increase the monthly rental, Landlord shall give the Tenant a Notice to Quit terminating the tenancy under this Lease, and a Notice of Rent Increase, offering a new tenancy for a specified term at a specified rent. Notice shall be given at least thirty (30) days before the date on which the new tenancy at the increased rent shall begin. If Tenant chooses not to accept the offer of new tenancy, Tenant shall give Landlord a written notice of intention to vacate at the end of the then current term. If Tenant does not give this notice, the increased rent shall take effect on the date specified in Landlord's notice.

If at the termination of the Term, and provided that Tenant is not subject to eviction for cause, Landlord desires to change any of the terms and conditions of this Lease effective for the next renewal term, Landlord shall give tenant a Notice of Modification of Lease. Notice shall be given at least thirty (30) days before the date on which the modifications are to become effective. If Tenant chooses not to accept the modifications, then the Tenant shall give Landlord a written notice of intention to vacate before the modifications are to take effect. If Tenant does not give this notice, the modifications shall take effect on the date specified in Landlord's notice.

Tenant recognizes and acknowledges that the Premises is owned by a municipality, and that the municipality is required by law to solicit bids for any lease following the expiration of this Lease, and may not offer Tenant an option to renew beyond the terms herein without such bidding.

6. **Utilities and Services.** Tenant agrees to promptly arrange for all utilities to be in the Tenant's name, and promptly pay all bills and charges for utilities and services furnished to the Premises. Such utilities shall include, but not be limited to: sewer, heat and hot water, cold water, air conditioning, electricity, gas, garbage removal, cable television and telephone. Tenant shall provide proof of arranging all utilities in Tenant's name by submitting a copy of the bill from all applicable utilities to the Landlord within forty-five (45) days of the commencement of this Lease. Any payment due Landlord under this Paragraph 6 shall be considered additional rent, due and payable with the next monthly rent payment.

7. **Interruption in Utilities and Services.** Landlord is not liable for any stoppage or reduction of services caused by factors or forces beyond Landlord's control.

8. **Use of Premises.** Tenant shall possess and use the Premises only as a single family private residence for Tenant, Tenant's spouse and children, and the following named individuals: NONE. No other occupant or other use is permitted. Occupancy by any other person is prohibited without written permission from the Landlord. Tenant will comply with all legal requirements for the use of the Premises, and will not use the Premises for unlawful purposes.

9. **Tenant's Maintenance of Premises.** Tenant shall take good care of the Premises, and maintain the Premises in good condition and state of repair. Tenant acknowledges that he/she has examined the Premises, and has entered into this Lease without any representation the part of the Landlord as to the condition thereof. Tenant shall be responsible for the maintenance and repair of all fixtures, including, without limitation, plumbing and electrical fixtures, doors, and windows. Tenant shall do nothing to destroy, deface, damage, or remove any part of the Premises, including, without limitation, the plumbing and electrical fixtures, doors, window, fences, shrubs, and lawns. Tenant shall also pay the cost of repair for any breakage or damage to the Premises caused by the Tenant and his/her invitees.

At the end of the Lease, Tenant shall vacate and leave the Premises in as good a condition as existed at the beginning of the Lease, Tenant will be responsible to pay Landlord for all cleaning costs and other costs for repairing damage to the Premises or to any fixtures. Tenant shall pay for the cost of repair for any damage or breakage caused by Tenant and its invitees. Damage for which Tenant may be liable includes all replacement costs. Any payment due under this Section shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from the Landlord to Tenant.

10. **Landlord's Responsibilities for Premises.** Landlord shall be responsible for the maintenance and repair the major systems and structural components of the Premises, including, the roof, walls, major plumbing and electrical systems, and heating system. Tenant shall promptly notify Landlord of any condition that requires repair. If Tenant does not provide prompt notice, Tenant is liable for any damage that occurs because of any delay. Any payment due under this Section shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from the Landlord to Tenant.

11. **Delivery of Possession and Tenant's Right to Quiet Enjoyment.** Landlord shall make the Premises available to Tenant on the first day of the initial term of this Lease. Landlord is not liable to Tenant for a delay in delivering use of the Premises, but Landlord shall deliver possession as soon as reasonably possible. The obligations of the Landlord and Tenant under

this Section are not excused because of any such delay, but Tenant's obligation to pay rent will begin on the date that Landlord actually gives possession of the Premises, and rent for any partial month of possession at the beginning of the term shall be prorated. Tenant shall be entitled to the quiet enjoyment of the Premises, free from any interference from Landlord or any person under the Landlord's control, during the term of the Lease as long as Tenant is not in default of any obligation under the Lease.

12. **Liability of Landlord and Tenant.** Except to the extent resulting from the willful misconduct of Landlord, its agents and employees, Tenant shall save harmless, indemnify, and at Landlord's option, defend Landlord, its officials, agents and employees, from and against any and all liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with Tenant's use and occupancy of the Premises. Tenant must give prompt written notice to Landlord of any condition or defect affecting the Premises that Tenant could reasonably foresee resulting in liability or loss. This notice must be given within twenty-four (24) hours after Tenant has actual or constructive knowledge of the condition or defect affecting the Premises. Any payment due under this Section shall be treated as additional rent and shall be paid with the first monthly rental payment following presentation of an invoice from Landlord to Tenant.

13. **Conduct of Tenant.** Tenant must comply with all of the terms and conditions of this Lease, as well as all application local, County, State and Federal statutes, ordinances and regulations now in force or which may hereafter be in force pertaining to the use of the Premises. Tenant will be responsible for the acts and conduct of Tenant's invitees on the Premises or in the building in which the Premises are located.

14. **Fire Hazards and Insurance.** Tenant agrees to use every reasonable precaution against fire and to promptly notify Landlord of any fire hazard, fire, or other accident on the Premises. Tenant shall not use the Premises or permit them to be used in such a manner that fire insurance or other insurance placed on the Premises shall be canceled, suspended or rated a more.

15. **General Insurance.** Tenant, at his/her sole cost and expense, shall obtain and keep in full force, during the entire term of this Lease, a general public liability insurance policy, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by, or resulting from any accident or otherwise in or about the Premises for injuries to any person or persons, for limits of not less than One Hundred Thousand (\$100,000.00) Dollars for injuries to one person and Three Hundred Thousand (\$300,000.00) Dollars for injuries to more than one person, in any one accident or occurrence, and for loss or damage to property of any person or persons for not less than One Hundred Thousand (\$100,000.00) Dollars. All insurance policies shall be with a carrier that has an A.M. Best rating of A- or better. All insurance policies shall be endorsed to give written notice to Landlord at least thirty (30) days prior to the effective date of any cancellation or non-renewal, with an exception of ten (10) days for non-payment of premium. All insurance policies shall name the Landlord as an additional insured.

Within ten (10) days of the execution of this Lease, Tenant shall provide Landlord with a Certificate of Insurance evidencing all of the insurance coverages required herein shall be furnished to Landlord, along with providing evidence that Landlord is an additional insured, and that notice of cancellation will be forwarded to the Landlord. At least fifteen (15) days prior to the expiration of such policies, Tenant shall furnish Landlord with renewal certificate(s) of

insurance thereof. Certificates of Insurance or certified copies of policies must be provided to Landlord annually, or prior to policy expiration if the policy is issued for a shorter period.

16. Insurance on Tenant's Belongings and Crime Insurance. Landlord carries no insurance covering loss to any of Tenant's belongings, whether located or stored inside or outside the Premises. Tenant has total responsibility for securing insurance protection against loss by fire or other cause to Tenant's belongings.

17. Alterations and Repairs. Tenant agrees not to attach or install awnings, television or radio aerials, screens, signs or anything else to the Premises without the prior written consent of the Landlord. Tenant agrees not to paint, wallpaper, or make any other alterations improvements, changes, or additions to the Premises, without the prior written consent of the Landlord. Tenant shall remove any attachments, installations, alterations, improvements, or additions at the end of the Lease term and shall restore the Premises to the same condition as existed at that beginning of the term, reasonable wear and tear excepted. All costs of removal and restoration shall be at Tenant's expense. If Tenant fails to restore the Premises as required, Landlord may do so and assess the cost as damages to the Premises. Any payment due under this Section shall be treated as additional rent and shall be paid within ten (10) calendar days following presentation of an invoice from Landlord to Tenant.

18. Landlord's Right of Entry. Landlord shall have access to the Premises at all reasonable times for the following purposes: (1) to make ordinary or emergency repairs and maintenance; (2) for inspection to determine whether Tenant is making proper use of the Premises; (3) for inspection to determine whether Tenant is complying with provisions of this Lease that protect Landlord against liability and casualty. Except in the case of an emergency, Landlord must provide Tenant with twenty-four (24) hour notice before making any entry.

At any time after Tenant has given notice of termination of tenancy, or after Tenant has refused to agree to a rent increase or modification of this Lease, or at any time at which Tenant is in default under this Lease or subject to eviction for good cause, Landlord may show the Premises to rental applicants at reasonable hours, on advance notice to Tenant.

If Tenant changes the locks or installs additional locks on the Premises, Tenant must notify Landlord in writing in advance and furnish Landlord with a duplicate set of keys for the new locks. Any changes or additional locks that Tenant installs shall become the property of the Landlord and shall remain on the Premises at the termination date of the Lease. All keys that are given to Tenant at the beginning of the Lease term shall be returned to Landlord at the termination of the Lease. If Tenant fails to return any key to the Premises, Landlord may replace the lock of the unreturned key at Tenant's expense, payable immediately on demand by Landlord. Landlord is not liable for any damages that may occur because Landlord is unable to gain access to the Premises due to inability to gain entry as permitted by this Section.

19. Assignment and Subletting. Tenant may not do any of the following without the Landlord's written consent: (1) assign this Lease; (2) sublet all or any part of the Premises; (3) permit any person to use the Premises other than those specified in this Lease. Unless Tenant has obtained Landlord's written consent, any assignment or subletting may be disregarded by Landlord as if it had not occurred, and Tenant shall continue to remain responsible for the performance of all terms and conditions of this Lease.

20. **Tenant's Default.** Tenant shall be considered in default under this Lease under any of the following circumstances: (1) Tenant fails to pay rent due and owing under this Lease, or habitually pays rent late; (2) Tenant, after written notice to cease, continues to be so disorderly as to destroy the peace and quiet of the other occupants of the neighborhood; (3) Tenant willfully or by negligence causes or allows destruction, damage, or injury to the Premises; (4) Tenant, after written notice to cease, continues to substantially violate or breach any of the covenants contained in this Lease, or any rule or regulation of the Landlord or law; and (5) Tenant, after a valid Notice to Quiet and Notice of Rent Increase, fails to give Landlord a notice of termination of tenancy as set forth in this Lease.

21. **Right of Reentry.** If at any time Tenant shall be in default under this Lease, Landlord shall be entitled to reenter the Premises by means of summary dispossession proceedings or any other method permitted by law, and to remove all persons from possession for any cause permitted by law.

22. **Landlord's Remedies on Default.** On default by Tenant, Landlord may terminate this Lease, as well as take any other action or seek any other remedy permitted by law. Tenant shall immediately quit and surrender the Premises to Landlord. In the case of any default and reentry, whether by summary dispossession proceeding or otherwise, Landlord shall be entitled to, as additional rent, all unpaid rent for the remaining term of this Lease together with all expenses that Landlord may incur, including, without limitation, attorneys' fees, court costs, brokerage fees, costs of repair, administrative fees, advertising fees and other costs of preparing the Premises for re-rental. If Landlord re-rents the Premises for less than the Tenant's rent, Tenant shall pay the difference until the end of the current Lease term. Tenant shall not be entitled to any rebate if the Premises are re-rented for an amount greater than the rent established by this Lease or by any lawful rent increase.

Neither the voluntary surrender of the Premises by Tenant nor the taking of possession of the Premises by Landlord pursuant to a judgment for summary dispossession shall relieve Tenant of the obligation to pay rent and other costs and damages as set forth in this Section. If Tenant vacates the Premises while still owing any rent or other payments, Tenant authorizes Landlord to obtain all necessary reports and information for the purpose of learning Tenant's forwarding address or whereabouts. Any sums owed to Landlord under this Section shall be considered additional rent.

Landlord's remedies for Tenant's default shall be cumulative and concurrent, and the use of one remedy shall not bar or prevent Landlord from using any other right, remedy, or power conferred upon Landlord by law. Landlord's acceptance of rent after a violation by Tenant of any agreement in this Lease or Landlord's failure to enforce any term or condition in this Lease shall not prevent Landlord from enforcing the provision or any other term or condition at a later time.

23. **Kerosene Heaters and Pets.** The use or storage of any kerosene heater or any other heater that uses combustible materials or fluids is absolutely prohibited at all times in the Premises. No pets of any kinds shall be allowed at the Premises. There shall be no exceptions of any kind to this prohibition.

24. **Destruction by Fire or Casualty.** Tenant shall give Landlord immediate notice of any fire or casualty on the Premises. Provided that any damages due to fire or other casualty are not the fault of Tenant or Tenant's invitees, the following shall apply:

a. If the Premises are so damaged by fire or other casualty that they cannot be repaired and restored to their former condition within sixty (60) days, this Lease shall be rescinded and all parties released from all duties and obligations under it;

b. If the Premises are partially damaged by fire or other casualty and may be repaired and restored to their former condition within sixty (60) days, Landlord shall make repairs and restore the Premises as soon as reasonably possible. Landlord may reenter to take possession of the Premises for the purposes of such repairs and restoration, but this Lease shall remain in effect. If the Premises are entirely uninhabitable during the period when repairs are in progress, Tenant shall temporarily vacate the Premises, and the duty to pay rent shall entirely abate during the period of temporary vacation. If the premises are partially habitable during the period of repair, Tenant may remain in possession, but the monthly rent shall be apportioned to reflect the portion of the Premises that are uninhabitable. Landlord shall have no duty to compensate Tenant for the cost of any alternate housing procured during a period of repair, other than by means of a rent abatement or apportionment, to reflect the portion of the Premises that are uninhabitable. Landlord shall have no duty to compensate Tenant for the cost of any personal property damaged or destroyed as a result of such fire or other casualty.

In case of any dispute between Landlord and Tenant concerning the amount of rent due in the event of partial destruction, Tenant agrees to pay the amount claimed by Landlord without prejudice to Tenant's right to recover any excess through appropriate legal proceedings.

If Landlord is obligated to make repairs and restoration, Landlord shall be obligated only to repair the damaged structural parts of the Premises and any fixtures installed by Landlord. Landlord is not required to repair or replace any improvement, addition, or fixture installed by Tenant. In addition to the foregoing, Landlord shall not be liable for any damage or injury which may be sustained by Tenant or any other person as a result of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, gas, power, refrigeration, sprinkler, air conditioning or heating systems, or by reason of the elements, or by any fault of the Tenant, Tenant's family, visitors, or other persons who are on the Premises with the Tenant's permission.

Despite any other provision in this Lease, if a fire or other casualty is caused by the act or neglect of Tenant, Tenant's family, visitors, or other persons who are on the Premises with the permission of Tenant, the Tenant must pay for all repairs and other damages to the Premises and must continue to pay full rent for the balance of the Lease term.

No penalty shall accrue against Landlord for any reasonable delay in repairing the Premises by reason of adjustment of insurance proceeds or other cause beyond Landlord's reasonable control.

25. **Effect of Condemnation.** If the whole of the Premises is taken or condemned for any public or quasi-public use or purpose, this Lease shall terminate on the date when title vests in the condemning party or the date on which the Tenant is required to vacate, whichever is earlier.

Tenant's obligation to pay rent will abate as of that date. Tenant will have no claim against Landlord for the value of any unexpired portion of the Lease term, or any other claim for such taking or condemnation.

If the Premises are partially taken or condemned so that occupancy under the terms of this Lease is still possible, rent shall be apportioned to make adjustments for the taken or condemned portion of the Premises. In case of any dispute between Landlord and Tenant concerning the amount of rent due in the event of condemnation, Tenant agrees to pay the amount claimed by Landlord without prejudice to Tenant's right to recover any excess through appropriate legal proceedings.

26. **Abandoned Property.** On termination of the Lease term, whether by operation of this Lease, by entry of judgment for possession in favor of Landlord, or by Tenant's vacation of the Premises, Tenant shall be responsible for the removal of all tenant-owned property. If Tenant fails to remove any such property on the terminate date, on reentry by the Landlord it shall be deemed abandoned and ownership shall transfer to Landlord. Landlord shall then be entitled to dispose of the property without liability to Tenant.

27. **Tenant's Failure to Comply.** If the Tenant shall fail or refuse to comply with or perform any conditions or covenants of this Lease, Landlord may, at its sole option, to carry out and perform such condition or covenant, at the cost and expense of Tenant. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by Tenant. Any payment due under this Section shall be treated as additional rent and shall be paid on demand, but in no event later than the first monthly rental payment following presentation of an invoice from the Landlord to Tenant.

28. **Savings and Severability Clause.** If any provision of this Lease is contrary to law, whether by statute or final court decision, the provision shall be considered amended as necessary to conform to legal requirements. The rest of the Lease shall remain in full force and effect and unaffected by any such amendment.

29. **Notices.** All notices that must be given in accordance with a statute or regulation shall be given as provided by law. All other notices given under this Lease must be in writing. Notice may be given by personal delivery to the other party, overnight mail, or by certified mail, return receipt requested. Notices shall be addressed to Landlord at the address written at the beginning of this Lease and to Tenant at the Premises.

30. **Rules.** Tenant and Tenant's invitees shall comply with all rules, if any, that are attached to this Lease, or provided subsequent to this Lease, and shall, upon reasonable notice, accept reasonable changes in such rules made by Landlord.

31. **Entire Agreement.** This Lease is the entire agreement of Landlord and Tenant. Tenant has read this Lease before signing. Any changes or modifications of this Lease, other than modifications presented by Landlord at the end of the Lease term as provided herein, must be in writing and executed by both parties.

32. **No Recording.** Neither party shall record this Lease in the chain of title for the Premises. Any party making such recording is responsible for all costs associated with removing this Lease from title.

33. **Interpretation.** No provision of this Lease shall be construed against or interpreted to the disadvantage of either Landlord or Tenant by any court or other governmental or judicial authority by reason of either Landlord or Tenant having or being deemed to have drafted, structured or dictated such provision. The paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way to define, limit or describe the scope of this Lease or the intent of any provision hereof. The neuter gender, when used herein and in the acknowledgement hereafter set forth, shall include all persons, firms and corporations, and words used in the singular shall include words in the plural where the text of the instrument so requires.

34. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of New Jersey.

35. **Controlling Lease.** This Lease supersedes and amends any prior leases executed between Landlord and Tenant.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have set their hands and seals, or caused this Lease to be duly executed, and agree to and accept the terms and conditions of this Lease as of the date set forth first above written.

ATTEST: **LANDLORD:**
TOWNSHIP OF BERKELEY HEIGHTS

Ana Minkoff, Township Clerk By: Robert Woodruff, Mayor

WITNESS: **TENANT:**

Name: Name: