

1. Agenda Packet 10-6-26 - Amended

Documents:

[AGENDA PACKET 10-6-26 AMENDED.PDF](#)

2. Agenda Changes 10-6-26

Documents:

[AGENDA CHANGES 10-6-26.PDF](#)

3. Agenda Packet 10-6-26

Documents:

[AGENDA PACKET 10-6-26.PDF](#)

Township of Berkeley Heights Union County, New Jersey

Township Council Public Meeting

October 6, 2026

6:30 P.M.

**** AMENDED ****

Adequate notice of this meeting has been provided by forwarding a copy to the Courier News, Star Ledger and posting on the Township website, at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act.

COUNCIL MEMBERS:

John Foster - President

Margaret Illis

Bill Machado

Alvaro Medeiros

Andrew Moran

Susan Poage – Vice President

Angie Devanney- Mayor

AGENDA FOR PUBLIC MEETING

I. CALL TO ORDER

II. ROLL CALL

III. FLAG SALUTE

IV. CONFERENCE SESSION

- Downtown Transit and Pedestrian Plan – State Transportation Planners

V. REGULAR AGENDA

VI. APPROVAL OF MINUTES

Public Meetings: July 21, 2026

VII. ORDINANCES FOR PUBLIC HEARING AND FINAL ADOPTION:

Ordinances Introduced on September 15, 2026

**** PULLED ** - Ordinance 2026-21**

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

Ordinance 2026-22

ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT WASHINGTON STREET AND BERKELEY AVENUE

(Note: This ordinance was previously introduced on June 30th as Ordinance 2026-14 but was never considered for adoption.)

VIII. 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 President 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.

IX. NEW BUSINESS – RESOLUTIONS OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

RESOLUTIONS

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.

Resolution No. 2026-

301. Resolution approving Bill List dated October 6, 2026, in the amount of \$1,756,715.28.
302. Resolution confirming compliance with N.J.A.C. 5:30-6.5 and authorizing the Governing Body Certification of the Annual Audit.
303. Resolution approving the Corrective Action Plan for the recommendations listed in the 2025 Annual Audit Report.
304. Authorizing the Township of Berkeley Heights to execute a shared services agreement with the County of Union for print shop services.
305. Resolution awarding a professional services contract to Neglia Group for professional engineering services for the Watershed Assessment Report as Phase 2 of the Watershed Improvement Plan.
306. Resolution authorizing the purchase of three (3) digester gas accumulators for the Township's Wastewater Treatment Plant from Sherwood Logan & Associates in an amount not to exceed \$59,480.00.

307. Resolution authorizing the refund of tax overpayments for various properties within the Township.
308. Resolution appointing David Sankel to the Berkeley Heights Public Library Board.
309. Resolution authorizing the road closure of Hamilton Avenue, west of Roosevelt Avenue, to Plainfield Avenue, on Friday, November 13, 2026, from 10:00 a.m. to 2:30 p.m. to allow Berkeley Heights Fire Department to train with water tenders.
310. Resolution authorizing Garden State Fireworks to hold a fireworks display during the Berkeley Heights Tree Lighting event on Saturday, December 5, 2026, in Santore Field at Veterans Park, between 6:00 p.m. and 7:00 p.m.
311. Resolution authorizing Garden State Fireworks to hold a fireworks display at midnight on New Year's Eve, December 31, 2026, at Mount Carmel Field.
312. Resolution authorizing a neighborhood block party on Branko Road / North Road, on Saturday, October 17, 2026, from 2:00 p.m. - 6:00 p.m.
313. Resolution authorizing the contract change order for the contract with Dell-Tech Inc. for the Phase II-Exterior Restoration & Structural Stabilization Project.
314. Resolution authorizing an agreement with Axon Enterprises, Inc. for police body and fleet cameras, related equipment, maintenance and software.
315. Resolution establishing and adopting a complete and green streets policy.
316. **** PULLED **** - Resolution of the Township of Berkeley Heights, County of Union, authorizing the mayor to execute a settlement agreement with Springholm Drive Holdings, LLC and Villas on the Park Condominium Association, Inc.
317. Resolution in support of Bill A-5274/S-4448 authorizing municipalities and counties to lower speed limits on certain roads without engineering and traffic investigation.
318. Resolution authorizing the purchase of a SCBA filling station from NJ Fire Equipment Co., pursuant to the Bergen County Cooperative Purchasing System Contract BC-BID-26-16, in an amount not to exceed \$88,384.45.
319. Resolution amending Resolution 2026-280 which cancelled grant receivables and grant appropriations.

- 320. Resolution authorizing the Renewal and Second Amendment to the Sewer Service Agreement with the Free Acres Association, Inc., for the term January 1, 2018, through December 31, 2021.
- 321. Resolution authorizing the Interim Sewer Service Agreement with the Free Acres Association, Inc., for the term January 1, 2022, through December 31, 2025.
- 322. Resolution rescinding amending Resolution 2026-197 which extended the contract term for the contract with GenServe, Inc. for Preventative Maintenance/Repair of Emergency Generators for the Wastewater Treatment Plant, pursuant to the Morris County Cooperative Pricing Program.
- 323. Resolution awarding a contract to SJC Lawncare, Inc. for Tree Planting, Watering and related services utilizing competitive contracting.
- 324. Resolution authorizing the refund of excess grease trap application fees paid by Grain & Cane and Starbucks

X. ** ADDED ** - ORDINANCES FOR INTRODUCTION

Public Hearing and Final Adoption scheduled for October 20, 2026.

Ordinance 2026-23

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

(Note: This ordinance replaces Ordinance 2026-21, introduced September 15, which will not be considered for adoption.)

XI. TOWNSHIP COUNCIL REPORTS

- A. John Foster - President
- B. Margaret Illis
- C. Bill Machado
- D. Alvaro Medeiros
- E. Andrew Moran
- F. Susan Poage – Vice President

ADMINISTRATION REPORTS

Mayor Devanney
Liza Viana

XII. EXECUTIVE SESSION

XIII. ADJOURNMENT

Angela Lazzari, Township Clerk

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

ORDINANCE 2026-22

ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT WASHINGTON STREET AND BERKELEY AVENUE

WHEREAS, the Township of Berkeley Heights (the "Township") Code, §10.08.020, entitled "Stop intersections," lists every stop sign within the Township, in alphabetical order, aside from those stop signs that intersect through streets, which are identified and listed in §10.08.010, entitled "Through streets"; and

WHEREAS, the identification and listing of all stop signs within the Township in the Township Code is imperative for the Township to be able to effectively enforce rules and laws governing vehicles and traffic within the Township; and

WHEREAS, the Township wishes to amend the Code to reflect stop intersections at all approaches of Washington Street and Berkeley Avenue.

NOW, THEREFORE, BE IT ORDAINED, by the governing body of the Township of Berkeley Heights, County of Union, and State of New Jersey, that:

SECTION I. Section 10.08.020 "Stop intersections," of Chapter 10.08 "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," of the Township Code of the Township of Berkeley Heights shall be and is hereby amended as follows: [New language **bold and underlined**; deletions ~~stricken through~~.]

10.08.020 Stop intersections.

Since main traveled roads are not involved, the following intersections within the township are designated as stop intersections:

1. Angela Way and Cottage Street: stop sign located on Angela Way;
2. Baker Avenue and Honeyman Place: stop sign located on Honeyman Place;
3. Baker Avenue and Kline Place: stop sign located on Kline Place;
4. Baldwin Drive and Farmgate Road: stop sign located on Baldwin Drive;
5. Barnstable Road and Farmgate Road: stop sign located on Barnstable Road;
6. Berkeley Avenue and Scott Avenue: stop sign located on Berkeley Avenue;
7. Brambling Road and Hawfinch Drive: stop sign located on Hawfinch Drive;
8. Brambling Road and Roosevelt Avenue: stop sign located on Brambling Road;
9. Burlington Road and Warren Place: stop sign located at Warren Place;
10. Clover Court and Cottage Street: stop sign located on Clover Court;
11. Columbia Avenue and Bolton Boulevard: stop sign located on Columbia Avenue;
12. Cottage Court and Cottage Street: stop sign located on Cottage Court;
13. Daria Lane and Daisy Road: stop sign located on Daisy Road;

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

ORDINANCE 2026-22

14. Evergreen Drive and Timber Drive—both ends: stop signs located on Evergreen Drive;
15. Exeter Drive and Timber Drive: stop sign located on Exeter Drive;
16. Fairfax Drive and Exit to Mountain Park School: stop sign located on driveway exit of Mountain Park School;
17. Fairview Avenue and Union Avenue; stop sign located on Fairview Avenue;
18. Farmgate Road and Baldwin Drive: stop sign located on Farmgate Road;
19. Farmgate Road and Union Avenue: stop sign located on Farmgate Road;
20. Fawn Circle and Lawrence Drive: stop sign located on Fawn Circle;
21. Fay Place and Briarwood Drive West: stop sign located on Fay Place;
22. Fern Place and Debbie Place: stop sign located on Fern Place;
23. Fern Place and Hillside Avenue: stop sign located on Hillside Avenue;
24. Ferndale Road and Briarwood Drive West: stop sign located on Ferndale Road;
25. Fickler Place and Fairview Avenue: stop sign located on Fickler Place;
26. Fickler Place and Pearl Street: stop sign located on Pearl Street;
27. Franklin Court and Hamilton Avenue: stop sign located on Franklin Court;
28. Frost Lane and Barnstable Road: stop sign located on Frost Lane;
29. Garfield Street and Berkeley Avenue: stop sign located on Berkeley Avenue;
30. Garfield Street and Passaic Avenue: stop signs located on both approaches on Garfield Street;
31. Garfield Street and Station Street: stop signs located on both approaches on Garfield Street;
32. Garfield Street and Summit Avenue: stop signs located on all four approaches;
33. Grandview and Bolton Boulevard: stop sign located on Grandview Avenue;
34. Grassman Place and Killarney Drive: stop sign located on Grassman Place;
35. Hamilton Avenue and Princeton Avenue: stop sign located on Princeton Avenue;
36. Hamilton Avenue and Roosevelt Avenue: stop sign located on Roosevelt Avenue;
37. Hamilton Avenue and Rutgers Avenue: stop sign located on Rutgers Avenue;
38. Hampshire Road and Baldwin Drive: stop sign located on all four approaches;
39. Hampshire Road and Timber Drive: stop sign located on Hampshire Road;
40. Hawfinch Drive and Hamilton Avenue: stop sign located on Hawfinch Avenue;
41. Hillside Avenue and Timber Drive—both ends: stop signs located at the easterly intersection on Timber Drive, westerly intersection on Hillside Avenue;
42. Hillside Avenue and Wentworth Drive: stop sign located on Wentworth Drive;
43. Holly Glen Lane South and Holly Glen Lane: stop sign located on Holly Glen Lane South;
44. Kingman Road and Old Farm Road: stop sign located on Kingman Road;
45. Kline Boulevard and Union Avenue: stop sign located on Kline Boulevard;
46. Kline Place and Kline Boulevard: stop sign located on Kline Place;
47. Kline Place and Kline Place: stop sign located northbound on Kline Place;

**TOWNSHIP OF BERKELEY HEIGHTS
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48. LaGrande Avenue and Berkeley Avenue; stop sign located on LaGrande Avenue;
49. LaGrande Avenue and Columbia Avenue; stop sign located on both approaches of LaGrande Avenue;
50. LaGrand Avenue and Harwood Avenue; stop sign located on LaGrande Avenue;
51. Lawrence Drive and Kline Boulevard; stop signs located on Lawrence Drive on both approaches;
52. Lincoln Street and Berkeley Avenue; stop signs located on all four approaches;
53. Lincoln Street and Plainfield Avenue; stop sign located on Plainfield Avenue;
54. Lincoln Street and River Road; stop sign located on Lincoln Street;
55. Lincoln Street and Passaic Avenue; stop signs located on both approaches on Lincoln Street;
56. Lincoln Street and Station Street; stop signs located on both approaches on Lincoln Street;
57. Lincoln Street and Summit Avenue (Southside of Lincoln Street); stop sign located on all four approaches;
58. Locust Avenue and Timber Drive; stop sign located on Locust Avenue;
59. Lower Columbia Driveway and Hamilton Avenue; stop sign located on Lower Columbia Driveway;
60. Martins Lane and Union Avenue; stop sign located on Martins Lane;
61. Mea Drive and Timber Drive; stop sign located on Mea Drive;
62. Mercer Road and Hunterdon Boulevard; stop sign located on Mercer Road;
63. Mercer Road and Watchung Boulevard; stop sign located on Mercer Road;
64. Old Farm Road, Cedar Green Lane, and Mercier Place; stop signs located on both Cedar Lane and Mercier Place approaches;
65. Peacock Lane and Brambling Road; stop sign located on Peacock Lane;
66. Peacock Lane and Hawfinch Drive; stop sign located on Peacock Lane;
67. Pearl Street and Union Avenue; stop sign located on Pearl Street;
68. Ridgewood Drive and Lawrence Drive; stop sign located on Ridgewood Drive;
69. Robbins Avenue and Lawrence Drive; stop sign located on Robbins Avenue;
70. Russo Place and Locust Avenue; stop sign located on Russo Place;
71. Scott Avenue and Bolton Boulevard; stop sign located on Scott Avenue;
72. Shadow Lane and Riverbend Road; stop sign located on Riverbend Road;
73. Sherman Avenue and South Sherman Avenue; stop sign located on South Sherman Avenue;
74. Somerset Place and Hunterdon Boulevard; stop sign located on Somerset Place;
75. Somerset Place at Watchung Boulevard; stop sign located on Somerset Place;
76. Station Street and Sherman Avenue; stop sign located on Station Street;
77. Station Street and Springfield Avenue; stop signs located on both approaches on Station Street;
78. Station Street and Washington Street; stop signs located on both approaches on Station Street;
79. Summit Avenue and Grant Street; stop signs located on Summit Avenue at both approaches on Summit Avenue;
80. Summit Avenue and Sherman Avenue; stop sign located on Summit Avenue;
81. Ridgewood Drive and Lawrence Drive; stop sign located on Ridgewood Drive;

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

ORDINANCE 2026-22

82. Timothy Field Road and Barnstable Road: stop sign located on Timothy Field Road;
83. Timothy Field Road and Union Avenue: stop sign located on Timothy Field Road;
84. Tudor Lane and Windsor Way (north intersection): stop sign located on Tudor Lane;
85. Tudor Lane and Windsor Way (south intersection): stop sign located on Windsor Way;
86. Tudor Lane and Fairfax Drive: stop sign located on Tudor Lane;
87. Washington Street and Berkeley Avenue: stop sign located on all three approaches Berkeley Avenue;
88. Washington Street and Passaic Avenue: stop sign located on Washington Street;
89. Washington Street and Plainfield Avenue: stop signs located on all four approaches;
90. Washington Street and Summit Avenue: stop signs located on all four approaches;
91. Whispering Way and Hamilton Avenue: stop sign located on Whispering Way.

SECTION II. Should any clause, sentence, or paragraph of this Ordinance be declared invalid or unconstitutional for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and, to this end, the provisions of this Ordinance are hereby declared severable.

SECTION III. All Township Ordinances or parts of Ordinances inconsistent with this enactment are hereby repealed to the extent of such inconsistency.

SECTION IV. This Ordinance shall take effect immediately upon its adoption and publication in the manner required by New Jersey law.

Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
			✓			John Foster						
		✓				Margaret Illis						
		✓				Bill Machado						
	✓	✓				Alvaro Medeiros						
		✓				Andrew Moran						
✓		✓				Susan Poage						
Introduced: September 15, 2026						I hereby certify the above ordinance was adopted by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey on the aforementioned date. _____ Angela Lazzari, Township Clerk						
Final Adoption: October 6, 2026												

TOWNSHIP OF BERKELEY HEIGHTS

**NOTICE OF INTRODUCTION
ORDINANCE 2026-22**

PUBLIC NOTICE is hereby given that the Ordinance entitled

**ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP
INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE
TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT
WASHINGTON STREET AND BERKELEY AVENUE**

was introduced and passed on First Reading at the Regular Meeting of the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, held on **September 15, 2026 at 6:30 p.m.** The within Ordinance will be further considered for Final Passage, after public hearing thereon, at the Regular Meeting of the Township Council to be held in the Council Chamber at the Berkeley Heights Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ, on **October 6, 2026 at 6:30 p.m.**, or as soon thereafter, as said matter can be reached. At which time and place, all persons who are interested therein will be given an opportunity to be heard and ask questions concerning the same.

During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available at no cost in the Municipal Clerk's office in said Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ 07974, and to the members of the general public who shall request the same.

**Angela Lazzari
Township Clerk**

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF FINAL ADOPTION

Ordinance 2026-22

ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT WASHINGTON STREET AND BERKELEY AVENUE

I, Angela Lazzari, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above titled Ordinance was adopted on Final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on October 6, 2026.

Angela Lazzari, RMC
Township Clerk

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated **10/6/2026**, in the amount of **\$1,756,715.28** 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 October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2025 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Township Council of the Township of Berkeley Heights, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF UNION

We, members of the governing body of the Township of Berkeley Heights, in the County of Union, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Mayor and Council of the Township of Berkeley Heights in the County of Union;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2025;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) Angie D. Devanney, Mayor

(L.S.) Andrew Moran

(L.S.) John Foster

(L.S.) Susan Poage

(L.S.) Margaret Illis

(L.S.)

(L.S.) Bill Machado

(L.S.)

(L.S.) Alvaro Medeiros

(L.S.)

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

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

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and

WHEREAS, the auditing firm of Suplee, Clooney & Company, LLC. has completed their audit of the Financial Statements and Supplementary Data of the Township of Berkeley Heights for the year ended December 31, 2025; and

WHEREAS, the audit for calendar year ending December 31, 2025 was presented to the governing body; and

WHEREAS, the auditing firm of Suplee, Clooney & Company, LLC. has made recommendations as a result of that audit; and

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local unit and is to be submitted to the Division of Local Government Services no later than sixty (60) days from the receipt of the audit report.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, County of Union, that the attached 2025 Annual Audit Corrective Action Plan submitted by the Chief Finance Officer is hereby approved.

BE IT FURTHER RESOLVED, that a certified copy of the 2025 Corrective Action Plan be sent to the Chief Financial Officer and filed with Division of Local Government Services via the Financial Automated Submission Tracking (FAST) System.

2025 ANNUAL AUDIT- CORRECTIVE ACTION PLAN

Finding/Condition:

*That Current Fund General Ledger be adequately maintained and reconciled to the subsidiary ledgers on a timely basis.

Recommendation:

The Current Fund General Ledger be maintained on a timely basis and tax reports and other department receipts are reconciled monthly.

Explanation & Corrective Action:

The former Tax Collector failed to provide accurate monthly reports to the Chief Financial Officer (CFO). Additionally, miscellaneous department receipts were not consistently reconciled to revenue accounts. The current Tax Collector now submits timely monthly reports to enable the CFO to maintain the General Ledger. The CFO will perform monthly reconciliations of all department reports to the subsidiary ledgers.

Implementation Date: On-going

Finding/Condition:

*That a complete encumbrance accounting system be maintained in accordance with N.J.A.C. 5:30-5.2.

Recommendation:

That no department places an order or commits Township funds without a proper encumbrance.

Explanation & Corrective Action:

The Township has not maintained a complete encumbrance accounting system in accordance with the minimum requirements as promulgated by the Division of Local Government Services. Several purchase orders are processed as confirming orders. This is where goods and services have been received, or services rendered prior to the issuance of a purchase order. Departments will be reminded of this requirement and confirming orders are not acceptable.

Implementation Date: On-going

Finding/Condition:

*That an analysis of the balance on account in the Payroll Agency account be properly maintained.

Recommendation:

That an analysis of the balance on account in the Payroll Agency be properly maintained and reconciled to the balance on deposit in the Payroll Agency bank account.

Explanation & Corrective Action:

While separate payroll deductions are currently posted during each cycle, individual subaccounts were not reconciled on a timely basis to detect and correct errors. Subaccount ledger balances are now actively reconciled to the Payroll Agency bank deposit on a timelier, regular basis to ensure exact alignment.

Implementation Date: On-going

*Prior Year Recommendations

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

**AUTHORIZING THE TOWNSHIP OF BERKELEY HEIGHTS TO EXECUTE A SHARED SERVICES
AGREEMENT WITH THE COUNTY OF UNION FOR PRINT SHOP SERVICES**

WHEREAS, the County entered into an agreement, NJ State Contract No. 40469, 25-COMG-104259, with Xerox Corporation for a period of five (5) years from April 1, 2026 through March 31, 2031, to provide professional document management and daily operation services, including the procurement of equipment and labor to operate the County's Print Shop ("Print Shop"); and

WHEREAS, the Print Shop offers and includes services such as copying and printing documents, forms, brochures, booklets, newsletters, letterhead and other materials used by various County departments and Constitutional Officers for advertising services, facility hours and other items necessary to keep the public informed; and

WHEREAS, the County's employees also use the Print Shop for ordering paper, letterhead, envelopes, forms, business cards, memo pads and other such items needed for its day-to-day operations; and

WHEREAS, the County desires to extend the Print Shop services to all municipalities within Union County as a "shared service" pursuant to N.J.S.A. 40A:65-4; and

WHEREAS, the purpose of this Shared Services Agreement is to establish terms and conditions to order, approve, pick up and utilize the services offered by the County Print Shop for the Municipality's own needs in conducting its day-to-day operations, for advertising and informing their constituents; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Mayor and Township Clerk are authorized to execute the Shared Services Agreement for Printing Services with the County of Union in substantially the form attached hereto, for a term to expire on December 31, 2031.

BE IT FURTHER RESOLVED that this Resolution shall be ratified back to April 1, 2026.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

SHARED SERVICES AGREEMENT FOR PRINTING SERVICES

THIS SHARED SERVICES AGREEMENT ("Agreement"), is entered into on this _____, by and between the **COUNTY OF UNION**, a body politic of the State of New Jersey, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 ("County") and **TOWNSHIP OF BERKELEY HEIGHTS**, located at 29 Park Avenue, Berkeley Heights, New Jersey 07922 ("Municipality").

WHEREAS, the County entered into an agreement, NJ State Contract No. 40469, 25-COMG-104259, with Xerox Corporation for a period of five (5) years from April 1, 2026 through March 31, 2031, to provide professional document management and daily operation services, including the procurement of equipment and labor to operate the County's Print Shop ("Print Shop"); and

WHEREAS, the Print Shop offers and includes services such as the copying and printing of documents, forms, brochures, booklets, newsletters, letterhead and other materials used by various County departments and Constitutional Officers for advertising services, facility hours and other items necessary to keep the public informed; and

WHEREAS, the County's employees also use the Print Shop for ordering of paper, letterhead, envelopes, forms, business cards, memo pads and other such items needed for its day-to-day operations; and

WHEREAS, the County desires to extend the Print Shop services to all municipalities within Union County as a "shared service" pursuant to N.J.S.A. 40A:65-4; and

WHEREAS, the purpose of this Shared Services Agreement is to establish terms and conditions to order, approve, pick up and utilize the services offered by the County Print Shop for the Municipality's own needs in conducting its day to day operations, for advertising and informing their constituents; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

County of Union's Obligations:

1. The County shall offer to the Municipality the services of the Print Shop on a per order basis. There is no up-front or other fee in which the Municipality must pay for electing to participate in this shared service.
2. The County shall have the option to change, modify or remove, at any time, any items offered for order, and their associated prices at the County's sole discretion.

3. All of the services rendered by and on behalf of the County shall be performed using reasonable efforts so that each order placed is completed in a timely manner. However, the County is not responsible for any delays caused by circumstances beyond its control whether foreseeable or unforeseeable.

Municipality's Obligations:

1. The Municipality consents and agrees to follow the below procedure for placing orders with the Print Shop:
 - a) The Municipality will file a request with the County Print Shop Point of Contact ("County POC").
 - b) The Municipality will complete any necessary forms required by the County POC, to memorialize the order submission.
 - c) The County POC will draw up a quote outlining each job, quantity requested and associated pricing for approval by the Municipality.
 - d) Once the quote is approved, the Municipality will submit a Purchase Order Number and/or copy of a Purchase Order to the County POC guaranteeing payment.
 - e) The County POC will draw up any necessary drafts or proofs and will forward to the Municipality for approval.
 - f) Once the Municipality approves any necessary draft(s) or proof(s), the County POC will submit the total order for processing.
 - g) The County POC will notify the Municipality when the order is completed and ready for pick up.
2. The Municipality agrees to be invoiced for each order placed with the Print Shop. Each invoice will be generated by the County POC and will be sent via e-mail to the contact person provided by the Municipality.
3. The Municipality agrees to remit payment to the County within thirty (30) days of receipt of the County invoice.
4. The Municipality shall pickup each order within seven (7) days of being notified by the County POC, that the order is complete and available for pickup. The Municipality is solely responsible for order pick up.

General Terms:

1. This Agreement shall commence on April 1, 2026 and terminate on March 31, 2031, to run concurrently with the County's contract with Xerox Corporation, NJ State Contract No. 40469, 25-COMG-104259.
2. Either party may terminate this Agreement at any time upon giving thirty (30) days written notice to the other party.
3. Municipality shall defend, indemnify and hold harmless the County, its Board of County Commissioners, officers, directors, volunteers, employees, and agents from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and

expenses (including reasonable attorney's fees) arising from or in connection with the Municipality's breach of its obligations and any negligent actions and/or omissions and willful misconduct of the Municipality, its officials, officers, directors, volunteers, contractors, employees and agents under this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

4. Municipality shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Municipality, its officials, officers, directors, volunteers, contractors, employees and agents.

Coverage shall be at least as broad as:

- a) Commercial General Liability (CGL): Coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds.
 - b) Automobile Liability: Coverage for all owned, hired, or non-owned automobiles used in connection with this Agreement with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - c) Workers' Compensation: as required by the State of New Jersey, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
5. The Parties represent and warrant that:
 - a) They are fully authorized to enter into this Agreement; and
 - b) They have taken all necessary and internal actions to duly approve the making and performance of this Agreement and that no further action is necessary.
 6. No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.
 5. This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties.
 6. A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same.
8. This Agreement shall be governed by the laws of the State of New Jersey.
9. All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g., Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

a. Notices to the County shall be given to:

County of Union
Department of Engineering, Public Works and Facilities Management
2325 South Avenue
Scotch Plains NJ 07076
Attn: Director

with a copy of the notices sent to:

County of Union
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: County Counsel

b. Notices to the Municipality shall be given to:

Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, New Jersey 07922
Attn: Barbara Russo

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

James E. Pellettiere, Clerk
Union County Board of County Commissioners

BY: _____
Edward T. Oatman
County Manager

APPROVED AS TO FORM:

Bruce Bergen, Esq.
County Counsel

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Angela Lazzari, Clerk

BY: _____
Angie Devanney
Mayor

APPROVED AS TO FORM:

Scott Salmon, Esq.
Township Attorney

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

RESOLUTION

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA GROUP FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE WATERSHED ASSESSMENT REPORT- PHASE 2 OF
THE WATERSHED IMPROVEMENT PLAN**

WHEREAS, the Township of Berkeley Heights is in need of contracting for professional engineering services for the **Watershed Assessment Report** required as Phase 2 of the Watershed Improvement Plan; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires a resolution authorizing the award of the contract for professional services without competitive bid and that the contract itself must be available for inspection; and

WHEREAS, on January 7, 2026, Neglia Group was deemed qualified to provide professional general engineering services to the Township of Berkeley Heights as part of a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5; and

WHEREAS, Neglia Group has provided proposal dated September 25, 2026, to provide professional engineering services for the **Watershed Assessment Report** required as Phase 2 of the Watershed Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that the Mayor is hereby authorized to execute to an agreement with Neglia Group for professional engineering services for the **Watershed Assessment Report** required as Phase 2 of the Watershed Improvement Plan, at a fee **not to exceed \$86,100.00**, pursuant to their proposal dated September 25, 2026.

BE IT FURTHER RESOLVED, that this contract is awarded without competitive bids as a "professional services contract" in accordance with N.J.S.A. 40A:11-5(1)(a)(I) of the Local Public Contracts Law and pursuant to a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et seq.

BE IT FURTHER RESOLVED, that the Chief Finance Officer of the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount **not to exceed \$86,100.00** from account # **C-04-26-007-E03, Ord 26-07 - Engineer - Stormwater permit**.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: September 25, 2026

TO: Ms. Liza Viana, Township Administrator
Municipal Building
Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, NJ 07922

FROM: Thomas R. Solfaro, P.E., C.M.E., C.P.W.M.
Michael J. Gormley, E.I.T.

RE: **Proposal for Professional Engineering Services**
Watershed Assessment Report – Phase 2 of Watershed Improvement Plan
Township of Berkeley Heights, Union County, New Jersey

Description of Services: See attached Scope of Services

Requested By: Township of Berkeley Heights

Date of Request: September 2026

This agreement, when approved by the **Township of Berkeley Heights** will be completed as follows:

1. On a lump sum basis for a cost of **Eighty-Five Thousand Six Hundred Dollars and Zero Cents (\$85,600.00)** representing Phase I – Professional Engineering Services (as detailed below).
2. On a material basis in accordance with our attached schedule of fees for a cost not to exceed **Five Hundred Dollars and Zero Cents (\$500.00)** representing Phase II – Reimbursable Expenses.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return it to our office to serve as our notice to proceed or provide a resolution of approval, accepting the terms of this proposal.

I. BACKGROUND

Neglia Group (Neglia) has received the following request to provide Professional Engineering Services for the above-referenced project. The Township of Berkeley Heights, along with all other municipalities in the State of New Jersey, must prepare a Watershed Improvement Plan ("WIP") to comply with the requirements of the NJDEP Tier A Municipal Stormwater General Permit, which authorizes the discharge of stormwater from small municipal separate storm sewer systems (MS4) into local waterbodies.

LYNDHURST
34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE
200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

The purpose of the WIP is to identify opportunities to improve water quality, reduce MS4 contribution of pollutants to waterbodies with impairments and Total Maximum Daily Loads (TMDLs), and to address stormwater flooding to protect human health and safety, and the environment. There are many water quality impairments and resulting TMDLs that affect subwatersheds in every municipality across New Jersey. There are 958 subwatersheds in New Jersey, described as HUC14s, and are identified by their 14-digit Hydrologic Unit Codes. Each subwatershed may have multiple TMDLs and impairments for various parameters, such as Fecal Coliform, Total Phosphorous (TP), Total Suspended Solids (TSS), Dissolved Oxygen (DO), E. coli, Nitrogen, pH, Total Dissolved Solids (TDS), Temperature, Turbidity, Polychlorinated Biphenyls (PCBs), Volatile Organic Compounds (VOCs), and metals. Some of these impairments affect fish and aquatic biota, the intakes that supply our drinking water, and the rivers and coastal waters where many of us swim. At least a portion of every town in the state has a TMDL, an impairment, or the vast majority have both. Some of these waters have no other discharges into them other than stormwater runoff.

The MS4 permit requires that municipalities develop or take part in the development of a regional WIP to identify water quality and quantity problems affecting their subwatersheds and determine what improvements can be made to reduce their contribution. The Department recognizes that some sources of pollution and flooding are beyond a permittee's jurisdiction, such as farmland, or county/state/federal properties, but this exercise will help identify those sources.

The WIP is organized into the following three phases:

- A. Phase 1 – Complete a stormwater inventory by mapping required MS4 features.
- B. Phase 2 – Evaluate the information found in the first phase to determine what potential improvement projects may be implemented to address water quality and quantity concerns.
- C. Phase 3 – Identify which of the potential water quality and quantity improvement projects will be chosen to be implemented and on what schedule.

Phase 1 of the WIP (also known as the Watershed Inventory Report) was previously prepared by our office and submitted to the NJDEP in 2025. Currently, Phase 2 of the WIP (identified as the Watershed Assessment Report) must be completed and submitted to the NJDEP no later than January 1, 2027. Therefore, we respectfully request that this proposal be authorized no later than mid-2026 to ensure that sufficient time is provided to prepare and submit this NJDEP-required document.

II. SCOPE OF SERVICES

A. PHASE I — PROFESSIONAL ENGINEERING SERVICES

Neglia will perform the following services as they relate to the preparation of the Watershed Assessment Report for the Watershed Improvement Plan. This is the second phase of the WIP, which will include electronic maps along with the other items listed below:

1. An assessment of potential water quality improvement projects by sub-watershed and parameter.
2. An estimate of the percent reduction in loading of the TMDL/impaired parameters due to project(s) in Item 1 above.
3. Attendance at up to two (2) public information sessions. Additional meeting attendance will be billed in accordance with our fee schedule provided below, without further authorization.
4. A summary of feedback from public information sessions.
5. An estimate of funding needs for each project, and identification of potential funding sources, including the New Jersey Water Bank (NJWB), the formation of an SWU, using 319 grants, and FEMA BRIC grants.
6. An estimate of an implementation schedule.

Please note that the Township is required to post the Watershed Assessment Report along with an announcement of a sixty (60) day comment period on the Township website for formal public input.

Additionally, please note that the scope of work included within this proposal includes preparation of the above-referenced items by the stipulated deadline of January 1, 2027. Please understand that our office would be required to be authorized during mid-2026 to satisfy this deadline.

B. PHASE II — ESTIMATED REIMBURSABLE EXPENSES

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, NJDEP Land Use Application Fees as specifically noted, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are in addition to the lump sum illustrated on page one of this proposal. Should Neglia Group not require this budget for reimbursable expenses, we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as-needed basis after authorization is received/without further authorization required.

Should any sub-consultants be required for this project, Neglia Group will receive prior approval and invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All police traffic protection, filing, review, processing, and application fees will be provided by your office and have not been included in the budget of this proposal.

III. DELIVERABLES

We will provide all documents referenced above to the Township which includes one (1) hard copy of the Watershed Assessment Report. We will also provide the same electronically to NJDEP. Please see below for mass reproductions.

IV. ANTICIPATED TIME FRAME

Neglia Group is prepared to start the services described immediately, upon receipt of a signed copy of this agreement and the General Conditions. The scope of work included within this proposal includes preparation of the above-referenced items by the stipulated deadline subject to being authorized a minimum of ninety (90) business days excluding holidays before the stipulated NJDEP submission date. Please understand that our office must be authorized during mid-2026 to satisfy this deadline.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. It shall be noted that these budgets do not include any regulatory, submission, material testing, etc. fees.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, Phase I audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. This proposal does not include mechanical engineering or plumbing engineering unless otherwise noted. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. All reimbursable expenses will be invoiced in addition to any lump sum or time and material budgets as illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required for all expenses. Should any subconsultants be required for this project, Neglia Group will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I — METHOD OF CHARGING AND PAYMENT CONDITIONS:

Compensation for the engineering and related Services ("Services") to be provided by Neglia Group ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia shall periodically submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II — PROFESSIONAL RESPONSIBILITY:

Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily

exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III — LIMITATIONS OF LIABILITY:

The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV — INDEMNIFICATION:

If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V — INSURANCE:

Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI — FORCE MAJEURE:

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII — TERMINATION AND SUSPENSION OF WORK:

The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms

hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia an additional ten percent (10%) of the total fee earned by Neglia.

ARTICLE VIII — REUSE OF DOCUMENTS:

All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses, and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX — CONTROLLING LAW:

Any element of this Agreement letter held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X — SUCCESSORS AND ASSIGNS:

Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI — ARBITRATION:

All claims, counterclaims, disputes, and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction,

power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs).

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia Group, by placing to Neglia disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for Neglia to enter upon public and private property, as required for Neglia to perform services.
3. Client shall be responsible for such legal services as Client may require or Neglia may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, Neglia will have no liability to anyone if referenced points set by Neglia have not been preserved. Neglia field notes will govern in any dispute.
5. Client understands that Neglia cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from Neglia by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. Neglia will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause Neglia to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to Neglia before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the **Township of Berkeley Heights**. Please sign one copy of this proposal and return same to this office to serve as our notice to proceed.

Thank you for affording us the opportunity to be of service. We look forward to working with the Township of Berkeley Heights on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Group



Thomas R. Solfaro, P.E., C.M.E., C.P.W.M.
Office of the Township Engineer
Neglia Group

Attachments: Municipal Rates - Berkeley Heights Contract

Accepted this _____ day of _____ 2026

By: _____

Title: _____

Project Title: Watershed Assessment Report – Phase 2 of Watershed Improvement Plan

\\Nea-file02\WDOX\$\MUNI\BERK\BERKADM26001\PROPOSAL\00628614.DOCX

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

RESOLUTION

**RESOLUTION AUTHORIZING A CONTRACT WITH SHERWOOD LOGAN & ASSOCIATES FOR THE
PURCHASE & INSTALLATION OF DIGESTER GAS ACCUMULATORS FOR THE TOWNSHIP'S
WASTEWATER TREATMENT PLANT**

WHEREAS, the Township of Berkeley Heights (the "Township") Wastewater Treatment Plant has a need to replace three (3) Varec condensate gas accumulators for the digester gas system; and

WHEREAS, N.J.S.A. 40A:11-5, (1) (gg) allows an exception to the Local Public Contracts Law, and without advertising for bids, a municipality can award "a contract for the designing, financing, construction, operation, or maintenance, or any combination thereof, of a wastewater treatment system as defined in subsection (19) of section 15 of P.L.1971, c. 198 (C.40A:11-15), or any component part or parts thereof, including a water filtration system as defined in subsection (16) of section 15 of P.L.1971, c. 198 (C.40A:11-15)[,]" and

WHEREAS, **Sherwood Logan & Associates**, 2140 Renard Court, Annapolis, MD, 21401, provided a proposal dated September 15, 2026, for the purchase of three (3) Varec condensate gas accumulators for the digester gas system for the Township of Berkeley Heights Wastewater Treatment Plant; and

WHEREAS, the Township Council wishes to purchase award a contract to **Sherwood Logan & Associates** for the purchase of three (3) Varec condensate gas accumulators, for an amount **not to exceed \$59,480.00**.

NOW, THEREFORE BE IT RESOLVED that the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes the purchase of three (3) Varec condensate gas accumulators from **Sherwood Logan & Associates** for an amount **not to exceed \$59,480.00**, pursuant to their proposal dated September 15, 2026.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$45,390.00** from account # **C-04-26-007-C05 - Ord 26-07 - Sewer - Equipment** and **\$14, 090.00** from account # **C-04-26-007-C06 – Ord 26-07 – Sewer - Rapid Pump**, for a total not to exceed **\$59,480.00**.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



Sherwood Logan & Associates

2140 Renard Court
Annapolis, MD, 21401
732.877.8781

15-Sep-26	REF: Varec Gas Safety Equipment
Allen Kennedy	
Berkley Heights	

Item	Part Number	Description	Unit Price	Quantity	Total Price
1	233 06 FE C	Condensate Drip Trap - 6-inch	\$ 17,143.00	3	\$ 51,429.00
2	218.1	Sight Glass	\$ 1,857.00	3	\$ 5,571.00
3		Documentation	\$ 1,000.00	1	\$ 1,000.00
4		Freight	\$ 1,480.00	1	\$ 1,480.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:					\$ 59,480.00

Terms:	NET 30
Freight:	FOB Factory - Pre-Paid
Drawings:	Not Required
Shipment	8 Weeks after Receipt of Order

Sherwood Logan Associates

Annapolis, MD.....Langhorne, PA.....Richmond, VA.....South Amboy, NJ.....Wilton, CT

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

RESOLUTION

WHEREAS, there appears on the tax records overpayment as shown below and the Collector of Taxes recommends the refund of such overpayment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Berkeley Heights, after proper notation on the tax account records by the Tax Collector, that the proper officers be and they are hereby authorized and directed to issue checks refunding such overpayment as shown below:

- REASON:**
- | | |
|----------------------|-------------------------------|
| 1. Incorrect Payment | 6. Tax Appeal County Board |
| 2. Duplicate Payment | 7. Tax Appeal State Tax Court |
| 3. Senior Citizen | 8. 100% Disabled Veteran |
| 4. Veteran Deduction | 9. Replacement Check |
| 5. Homestead Rebate | 10. Reduced Assessment |
| | 11. Other |

Block/Lot	Property Address	Refund To	Refund Amount	Year	Reason
1301/ 14.02	80 INDUSTRIAL RD	PRINCETON AIR CONDITIONING, LLC	\$12,674.75	2026	2
3506/ 9	155 OVERHILL WAY	RATE TITLE AGENCY	\$6,446.84	2026	2

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

BE IT HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, in meeting assembled, that the following be appointed to the **BERKELEY HEIGHTS PUBLIC LIBRARY BOARD**.

NAME	MEMBER TYPE	EXPIRATION
David Sankel	General	12/31/2029 (<i>unexpired term</i>)

APPROVED this 6th day of October 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Berkeley Heights Fire Department has requested permission to close Hamilton Avenue, west of Roosevelt Avenue, to Plainfield Avenue, on Friday, November 13, 2026, from 10:00 a.m. to 2:30 p.m. to allow for training with water tenders; and

WHEREAS, this road closure would be during school hours; and

WHEREAS, the training will focus on how to obtain water at a fire scene when there are no fire hydrants or there is a failure of the water system; and

WHEREAS, the Township Council wishes to authorize this closure because it is in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey authorizes the closure of Hamilton Avenue, west of Roosevelt Avenue, to Plainfield Avenue, on Friday, November 13, 2026, from 10:00 a.m. to 2:30 p.m. to allow the Berkeley Heights Fire Department to train with water tenders; provided that it complies with all conditions imposed by the Township Police Department and Rescue Squad.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to the Police Department, Fire Department, and Rescue Squad.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, Garden State Fireworks has requested permission to hold a fireworks display during the Berkeley Heights Tree Lighting event on **Saturday, December 5, 2026**, in **Santore Field at Veterans Park**, between 6:00 p.m. and 7:00 p.m.; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such displays 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 the forementioned fireworks display as requested 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.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to Garden State Fireworks, the Berkeley Heights Police, Fire Department, and Rescue Squad.

Approved this 6th day of October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, Garden State Fireworks has requested permission to hold a fireworks display at midnight on **New Year's Eve, December 31, 2026**, at the **Mount Carmel Field**; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such displays 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 the forementioned fireworks display as requested 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.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to Garden State Fireworks, the Berkeley Heights Police, Fire Department, and Rescue Squad.

Approved this 6th day of October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, a request was made requesting permission from the Township Council to hold a neighborhood block party on **Branko Road / North Road**, on **Saturday, October 17, 2026**, from **2:00 p.m. - 6:00 p.m.**, which would involve erecting barricades on a public street; and

WHEREAS, the Township Council wishes to support the request for a neighborhood block party subject, however, to the special requirements of the appropriate local Township Officials.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that it does hereby approve a neighborhood block party on **Branko Road / North Road**, on **Saturday, October 17, 2026**, from **2:00 p.m. - 6:00 p.m.**

BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Department of Public Works.

Approved this 6th day of October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
COUTO				
FOSTER				
ILLIS				
MACHADO				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

**AUTHORIZING A CHANGE ORDER FOR THE CONTRACT WITH DELL-TECH INC. FOR THE PHASE
II-EXTERIOR RESTORATION & STRUCTURAL STABILIZATION PROJECT**

WHEREAS, Resolution 2026-257 authorized The Township of Berkeley Heights ("Township") and Dell-Tech Inc. ("Contractor") to enter into a contract following a public advertisement for bids for the Phase II-Exterior Restoration & Structural Stabilization project at the Littell-Lord Farmhouse for a total amount of \$395,900.00; and

WHEREAS, due to revealed or unforeseen conditions there is additional work required totaling \$8,808.29, which reflects an increase of 2.22% of the contract amount, bringing the amended contract amount to \$404,708.29; and

WHEREAS, by Change Order #1 dated August 19, 2026, the Township Administrator has recommended processing of the change order.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, of the Township of Berkeley Heights, County of Union, that it hereby approves Change Order No. 1, dated August 19, 2026, which increases the contract amount by **\$8,808.2900**, a 2.22% increase, for a new contact total of **\$404,708.29**.

BE IT FURTHER RESOLVED, that the Chief Financial Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds will be available in an amount not to exceed **\$8,808.29**, from account # **G-02-20-175-127 - NJ Historical 2024**.

BE IT FURTHER RESOLVED, that this Resolution to take effect immediately.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



MEMORANDUM

VIA E-MAIL

DATE: 19 August 2026

TO: Liza Viana
Berkeley Heights Administrator

FROM: Thomas B. Connolly, AIA
Principal Architect

RE: **BULLETIN NO. 1 - UPDATE**
Phase II: Exterior Restoration
Littell-Lord Farmhouse
Berkeley Heights, New Jersey 07922

ARCHITECT'S PROJECT NO.: 2517C

C: Ziggy Rabiega, President, Dell-Tech Inc.

Due to revealed or unforeseen conditions, the Owner has requested that the following additional work may be necessary. Provide a cost for the work item listed below that may be added to the contract.

1. Lightly surface prepare (scrape), prime bare spots and one-coat finish paint the east-elevation wood siding and trim at the main core only. Provide all labor and material to perform this work.

COST : \$ 5,784.48

2. Lightly surface prepare (scrape), prime bare spots and one-coat finish paint the west-elevation wood siding and trim at the second-floor main core, above the period kitchen asphalt shingle roof. (See attached photo). Provide all labor and material to perform this work.

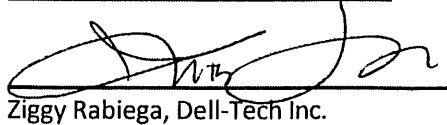
COST : \$ 2,892.24

3. Lightly surface prepare (scrape), prime bare spots and one-coat finish paint the entire north (rear) elevation wood siding and trim. Provide all labor and material to perform this work.

COST : \$ 8,808.29

Additional contract time, if any, required to perform this work 4 calendar days.

This memo is to request pricing which may change the Contract. This is not an authorization to proceed. This Bulletin may result in a change in Work. For your convenience, please fill out this sheet, sign the bottom of the page and e-mail it to mirek@chhistoricalarchitects.com.

 DATE 09/28/26
Ziggy Rabiega, Dell-Tech Inc.

One South Union Avenue
P.O. Box 1726
Cranford, NJ 07016
973.746.4911 tel.
info@chhistoricalarchitects.com
chhistoricalarchitects.com

ARCHITECTURAL DESIGN
HISTORIC PRESERVATION
REHABILITATION
CULTURAL RESOURCE
MANAGEMENT

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Berkeley Heights intends to enter into contracts with: Axon Enterprise, Inc., of 17800 N 85th Street, Scottsdale, AZ 85255 through this resolution and properly executed contract, which shall be subject to all the conditions applicable to the current State Cooperative Purchasing contracts;

WHEREAS, Axon Enterprise, Inc. Scottsdale, has provided quote Q-870903-004 for a period of 5 years as is more specifically set forth in the Master Services and Purchasing Agreement attached hereto and made a part hereof; and

WHEREAS, the Chief of Police has recommended that a contract be awarded to **Axon Enterprise, Inc.**, in an amount not to exceed \$175,000.00 for the purchase of police body and fleet cameras and related equipment, maintenance and software for the period of 5 years; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights as follows:

1. That this contract for the purchase of police fleet cameras, related equipment, maintenance and software, as more specifically is set forth in the Master Services and Purchasing Agreement attached hereto and made a part hereof, through New Jersey State Cooperative Purchasing Contract# is *T0106/17-FLEET-00738*.
2. That the Mayor and Clerk are hereby authorized to execute a contract to Axon Enterprise, Inc. Scottsdale, Arizona in the form and substance as is attached hereto in the amount not to exceed \$34,859.24 for Year 1 and \$140,140.76 for Years 2 through 5 subject to availability of funds for those budget years.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount **not to exceed \$34,859.24** from account # **6-01-25-240-044 - PD- Annual Maintenance Contracts, for Year 1 and \$140,140.76 for Years 2 through 5**, subject to the availability of funds for those budget years.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



Axon Enterprise, Inc.

17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-870903-004

Acct: 483128

Issued
Expires
Payment Terms
Mode of Delivery

Oct 1, 2026
Oct 8, 2026
N30
AUTO-GND

Berkeley Heights Police Dept. - NJ

Currency: USD

CUSTOMER DETAILS

SHIP TO

Berkeley Heights Police Dept. - NJ
29 Park Ave
Berkeley Heights, NJ
07922-1421
USA

BILL TO

Berkeley Heights Police Dept. - NJ
29 Park Ave
Berkeley Heights, NJ
07922-1421
USA

SALES REPRESENTATIVE

Kathryn Geen
Email: kgeen@axon.com

PRIMARY CONTACT

Brian Nigro
Phone: (908) 801-2120
Email: bnigro@bhpolice.org

QUOTE SUMMARY

Program Length	60 Months
Contract Start	Oct 15, 2026
Contract End	Oct 14, 2031
TOTAL CONTRACT	
Net Total	\$175,000.00
Est. Tax	\$0.00
Total Contract Value	\$175,000.00

DISCOUNT SUMMARY

MSRP	\$236,804.20
Total Savings	\$61,804.20

PAYMENT SUMMARY

DATE	SUBTOTAL	EST. TAX	TOTAL
Oct 15, 2026	\$34,859.24	\$0.00	\$34,859.24
Oct 15, 2027	\$35,035.19	\$0.00	\$35,035.19
Oct 15, 2028	\$35,035.19	\$0.00	\$35,035.19
Oct 15, 2029	\$35,035.19	\$0.00	\$35,035.19
Oct 15, 2030	\$35,035.19	\$0.00	\$35,035.19
Total	\$175,000.00	\$0.00	\$175,000.00



Axon Enterprise, Inc.

Doc ID: 08d50a7c4fa2

Tax estimates are approximate and subject to change at time of invoicing.

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
TRANSFER BALANCE									
100552	Transfer Balance - Goods	1	—	—	\$1.00	\$130.86	\$130.86	\$0.00	\$130.86
100553	Transfer Balance - Software and Services	1	—	—	\$1.00	-\$1,080.76	-\$1,080.76	\$0.00	-\$1,080.76
Transfer Balance Total							-\$949.90	\$0.00	-\$949.90
BODY WORN CAMERA									
H00002	Axon Body 4 Multi-Bay Dock Bundle	3	60 (10/2026)	—	\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	1	60 (10/2026)	—	\$1,638.90	\$1,638.63	\$1,638.63	\$0.00	\$1,638.63
H00001	Axon Body 4 Camera Bundle	19	60 (10/2026)	—	\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
CN100147	Axon Body 4 Connected Camera Black US	6	60 (10/2026)	\$1,049.00	\$1,049.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Worn Camera Total							\$1,638.63	\$0.00	\$1,638.63
DIGITAL EVIDENCE MANAGEMENT									
BasicLicense	Basic License Bundle	21	60 (10/2026)	—	\$16.27	\$16.25	\$20,475.00	\$0.00	\$20,475.00
ProLicense	Pro License Bundle	15	60 (10/2026)	—	\$48.82	\$48.75	\$43,875.00	\$0.00	\$43,875.00
73683	Axon Evidence - Storage - 10GB A La Carte	1300	60 (10/2026)	—	\$0.81	\$0.81	\$63,180.00	\$0.00	\$63,180.00
Digital Evidence Management Total							\$127,530.00	\$0.00	\$127,530.00
FLEET									
73390	Axon Fleet - Ericsson Router Transferred Warranty	2	43,5484 (10/2026)	—	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	Axon Fleet - Ericsson Router Transferred Warranty	1	49 (10/2026)	—	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80400	Axon Evidence - Fleet Vehicle License	8	60 (10/2026)	—	\$22.57	\$0.00	\$0.00	\$0.00	\$0.00
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	16	60 (10/2026)	—	\$19.20	\$15.97	\$15,329.92	\$0.00	\$15,329.92
11521	Axon Fleet - Ericsson Netcloud Essentials Renewal - 5 Year	5	—	—	\$1,065.00	\$0.00	\$0.00	\$0.00	\$0.00
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	5	—	—	\$213.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet Total							\$15,329.92	\$0.00	\$15,329.92
FUSUS									
73447	Axon Body - License - Fusus Livestream	35	60 (10/2026)	—	\$16.27	\$14.98	\$31,451.35	\$0.00	\$31,451.35
102815	Axon Body - License - Connected Camera	29	60 (10/2026)	—	\$5.42	\$0.00	\$0.00	\$0.00	\$0.00
Fusus Total							\$31,451.35	\$0.00	\$31,451.35
							SUBTOTAL	EST. TAX	TOTAL
Total							\$175,000.00	\$0.00	\$175,000.00

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Sep 15, 2026

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

HARDWARE

		QTY
71019	Axon Body - Dock Powercord - North America	4
70033	Axon Body - Dock Wall Mount - Bracket Assembly	4
74028	Axon Body - Mount - Wing Clip Rapidlock	21
100466	Axon Body 4 - Cable - USB-C to USB-C	21
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	25
100206	Axon Body 4 - Dock - Eight-Bay	4
100775	Axon Body 4 - Magnetic Disconnect Cable	21

SOFTWARE

		QTY
11521	Axon Fleet - Ericsson Netcloud Essentials Renewal - 5 Year	5

SERVICES

		QTY
102769	Axon Body - License - Connected Camera 30 Months	6

ESTIMATED SHIPPING DATE: Oct 15, 2026

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE

		QTY
102815	Axon Body - License - Connected Camera	29
73447	Axon Body - License - Fusus Livestream	35
80400	Axon Evidence - Fleet Vehicle License	8
73840	Axon Evidence - License - Basic	21
73746	Axon Evidence - License - Pro	15
73683	Axon Evidence - Storage - 10GB A La Carte	1366
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	16

WARRANTIES

		QTY
73390	Axon Fleet - Ericsson Router Transferred Warranty	3

ESTIMATED SHIPPING DATE: May 1, 2030

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE

		QTY
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	2

ESTIMATED SHIPPING DATE: Oct 15, 2030

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE

		QTY
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	1

ESTIMATED SHIPPING DATE: May 1, 2031

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE

		QTY
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	2

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New Jersey T0106/17-FLEET-00738 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD TERMS AND CONDITIONS**Axon Master Services and Purchasing Agreement:**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**Rewrite Estimates**

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

10/1/2026

Date Signed

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

RESOLUTION

**A RESOLUTION OF THE BERKELEY HEIGHTS TOWNSHIP COUNCIL ESTABLISHING AND
ADOPTING A COMPLETE AND GREEN STREETS POLICY**

WHEREAS, safe, convenient, accessible, equitable, healthy, and environmentally and economically beneficial transportation for all users is a priority of Berkeley Heights; and

WHEREAS, Complete and Green Streets is a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and operation of new and retrofit transportation facilities along the entire right-of-way for all roadway users of all ages and abilities; and

WHEREAS, Complete and Green Streets allow for safe, accessible, and convenient travel, reducing serious injuries and fatalities for all users of the roadway; and

WHEREAS, "all roadway users" include motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods, emergency vehicles, persons with disabilities, older adults; and

WHEREAS, Complete and Green Streets allow for multiple modes of travel, in addition to personal automobiles, so that those who are unable to drive, who cannot afford a car, or choose to reduce their car usage may travel by transit, by bicycle, or on foot safely; and

WHEREAS, Complete and Green Street policies support numerous goals of the Berkeley Heights Township Master Plan and supporting elements; and

WHEREAS, traffic crashes are preventable and Berkeley Heights strives for zero traffic deaths; and

WHEREAS, incorporating Complete Streets design elements (such as traffic calming measures, crosswalks, bike lanes) protects all road users to make our roads safer; and

WHEREAS, Complete and Green Streets that incorporate sustainable Green Streets design elements (such as green stormwater infrastructure, shade trees, and the use of recycled materials) provide a means to protect and create a healthier natural and social environment, improve air and water quality, and reduce localized flooding; and

WHEREAS, Complete and Green Streets implementation provides opportunities to enhance access to local businesses, and to increase property values and employment, especially in our downtown and retail district; and

WHEREAS, Complete and Green Streets encourage an active lifestyle through increased physical activity, social connectivity, and a sense of community belonging, thereby promoting wellness; and

WHEREAS, Complete and Green Streets implementation provides the opportunity to enhance the character of our community in a way that promotes economic and social vitality; and

WHEREAS, a balanced and flexible transportation system where all people can easily and safely walk and bicycle to everyday destinations—such as schools, shops, restaurants, businesses, parks, transit, and jobs—enhances community vitality and livability; and

WHEREAS, implementation of the Complete and Green Streets policy should not negatively impact the affordability of the neighborhood for current residents; and

WHEREAS, the Complete and Green Streets policy applies to new, reconstruction, retrofit, and resurfacing projects, including design, planning, construction, maintenance, and operations, for the entire right-of-way; and

WHEREAS, all initial planning, concept, and design studies of infrastructure projects consider design elements that improve public health, environment, economy, equity, and safety.

NOW THEREFORE, BE IT RESOLVED, the Berkeley Heights Township adopts the Complete and Green Streets Policy attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be forwarded to all Berkeley Heights departments within thirty (30) days of the adoption of this Resolution.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

Berkeley Heights Complete and Green Streets Policy

Berkeley Heights shall develop an integrated and connected multimodal transportation system of Complete and Green Streets that serve all neighborhoods and populations. Towards this end:

1. All transportation projects (including roads and sidewalks) shall result in Complete and Green Streets that allow safe, environmentally healthy, economically sound, equitable, accessible, and convenient travel along and across streets for users of all ages and abilities and for all modes of transportation—including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods, and emergency and first response vehicles. All projects also shall strive to meet the following goals:
 - a. Safety: Eliminate all road fatalities, significantly reduce crash severity and injury, and improve personal safety.
 - b. Environment: Through smart and complete streets designs, improve air and water quality, reduce flooding, mitigate traffic congestion.
 - c. Economic: Stimulate economic prosperity
 - d. Health: Increase physical activity – such as walking and bicycling - and social connectivity with the goal of promoting wellness.
 - e. Equity: Ensure community members have an opportunity to participate in decisions about activities that may affect their environment and/or health. The public's contributions can influence the township's policies and projects.
2. This policy shall apply to all public and/or private transportation projects, including those using funds awarded by federal, state, regional, county, municipal, or any other public agency. This shall include new construction, reconstruction, resurfacing, restoration, repaving, rehabilitation, private development projects, and maintenance of highways, roads, and streets.
3. The Township Administrator, or their designee, and the Township Planner and Engineer shall routinely work in coordination with each other and adjacent jurisdictions, and any relevant advisory committees/teams, to implement Complete and Green Streets policy and to ensure consistency with the Berkeley Heights Master Plan and Elements and any other existing plans such as: Pedestrian/Bicycle/Multimodal Plans, Stormwater Management Plans, Pollution Prevention Plans, and Historic Preservation Plans.
4. Within two years of the effective date of this Policy, the Complete & Green Streets Committee, in consultation with the Township Administration and Township Engineer, shall inventory and audit procedures, policies, plans, documents, training programs, performance measures, and other guidance documents to be consistent with this policy.

The purpose of this audit is to identify areas where tenets of this policy will need to be incorporated. This includes, but is not limited to, funding, planning, designing, operating, and maintaining transportation infrastructure. The Complete & Green Streets Committee and township administration will use this audit to incorporate this policy as updates to its procedures, plans, policies, etc., as they are scheduled.

5. Transportation and Capital Projects and Master Plans shall include, when appropriate, sustainable design elements, including, but not limited to:
 - a. Green stormwater infrastructure practices
 - b. Shade trees and other vegetation
 - c. Rain gardens
 - d. Bioswales
 - e. Permeable pavements.
6. Transportation and Capital projects and Master Plans shall include, where appropriate, pedestrian and bicycle design elements and transit amenities, including but not limited to:
 - a. Curb extensions
 - b. Sidewalks
 - c. Radar feedback signs
 - d. Pedestrian countdown signals
 - e. Pedestrian refuge islands
 - f. Road diets, lane width reductions,
 - g. Chicanes
 - h. Bicycle features such as bike lanes, and bike parking
 - i. Lighting
 - j. Wayfinding
 - k. Pedestrian features such as seating and trash receptacles
 - l. Facilities for bus and ride-share users such as shelters and protected stops
7. Complete and Green Streets shall be designed following a Safe Systems Approach to prioritize the elimination of fatalities and serious injuries by anticipating human error and accommodating human vulnerability.
8. Complete and Green Streets shall be designed using a context-sensitive approach, recognizing that:
 - a. Not all streets require identical treatments;
 - b. Design solutions shall reflect land use, roadway function, traffic speed and volume, environmental constraints, and neighborhood character;
 - c. Road corridors in different parts of town may prioritize separated facilities, shoulders, shared-use paths, and speed management rather than urban curb-and-gutter designs.

9. The Township Planner and Engineer shall utilize the most current editions of guides, manuals, and best practices on street design, historic preservation, construction, operations, and maintenance that apply to bicycle, pedestrian, transit, stormwater, and highway facilities. All utilized manuals, standards, and guidelines shall be made available upon request.
10. The Township Administrator (or their designee) and Township Engineer shall lead the implementation of this Policy and formally coordinate with the Township Planner, Office of Emergency Management, and Police Department, with advice and input from the Complete & Green Streets Committee, Environmental Commission, Senior Advisory Committee, and Planning Board to ensure the successful implementation of the Complete and Green Streets policy.
11. The Complete & Green Streets Committee, in coordination with the Township Administration, shall provide a report on an annual basis to the Township Council to allow them to evaluate implementation of the Complete Street and Green Streets policy. Each annual report shall include a list of ongoing and completed transportation projects during that calendar year. The report will also include exceptions applied to transportation projects pursuant to Exceptions to Complete and Green Streets Requirements herein. All reports shall be made publicly available online.
12. The Complete & Green Streets Committee shall help the Township comply with the Complete and Green Streets Policy and to provide ongoing feedback to the Township Council and Township Administration related to the implementation of the Complete and Green Streets Policy.

Exceptions

1. A transportation project may not be required to accommodate the needs of a particular user group if the Township Engineer determines in writing that:
 - a. The use of the transportation facility by the particular user group is prohibited by law.
 - b. Regulatory compliance requirements preclude accommodations.
 - c. There is a demonstrated absence of both a current and future need to accommodate the category of user (absence of future need may be shown via demographic, school, employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years); and
 - d. The adverse impacts of implementing this Complete and Green Streets Policy significantly outweigh the benefits.

Every effort should be made for roadway project designs to work within the allowed flexibility of the policy and provide safer streets for all users.

2. An exception shall be granted only if:
 - a. A request for an exception is submitted in writing to the township administration, with supporting documentation, and made publicly available; and
 - b. An exception is approved in writing by the Township Engineer, and the written approval is made publicly available.

Effective Date

The Complete and Green Streets Policy shall take effect upon the adoption by the Township Council, provided that it shall not apply to any transportation project for which a preliminary design has been completed on or before the date of adoption.

Key Terms & Definitions

Complete Streets: An integrated transportation network designed to enable safe and convenient travel and access along and across streets for all users of all ages and abilities, including pedestrians, bicyclists, motorists, movers of commercial goods, and transit riders.

Green Streets: Streets with landscaped features installed in the right-of-ways that capture and allow stormwater runoff to soak into the ground, while still preserving the primary function of a street as a conduit for pedestrians, bicyclists, motorists, and transit riders. Stormwater runoff is excess water generated from rain and snowmelt events that flow over impervious surfaces, such as paved streets, parking lots, and building rooftops, and does not soak into the ground.

Green Street Stormwater Infrastructure Practices: Includes types of green infrastructure techniques used to manage stormwater, including but not limited to:

1. Street tree trenches/boxes: utilize soil, gravel, and plants to infiltrate and filter stormwater runoff from impervious surfaces
2. Bioswales: shallow channels that convey, slow down, and infiltrate stormwater runoff.
3. Vegetated curb bump-outs: a vegetated curb extension that protrudes into the street either mid-block or at an intersection, creating a new curb some distance from the existing curb.
4. Permeable pavement: a stormwater drainage system that allows rainwater and runoff to move through the pavement's surface to a storage layer below, with water eventually seeping into the underlying soil. Types of permeable pavement include pervious concrete, porous asphalt, interlocking concrete pavers, and grid pavers.

Green Stormwater Infrastructure: An approach to managing stormwater by infiltrating it in the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Infiltration is when water falls to the earth as precipitation and seeps into the soil.

Safe Systems Approach: A holistic framework for roadway safety recognized by the NJ Department of Transportation (NJDOT) that prioritizes the elimination of fatalities and serious injuries by designing and operating a transportation system that anticipates human error and accommodates human vulnerability.

Traffic Calming: The combination of mainly physical measures that alter driver behavior, and improve conditions for non-motorized street users. Traffic calming objectives include:

1. Achieving safe speeds for motor vehicles
2. Reducing collision frequency and severity
3. Increasing the safety for non-motorized users of the street(s)

4. Reducing the need for police enforcement
5. Enhancing the street environment (e.g., streetscaping)
6. Increasing access for all modes of transportation and reducing cut-through traffic on residential streets

Transit Amenities: Include seating, shelter and shade, wayfinding signage, trash and recycling cans, lighting, route information, bike infrastructure (lockers, racks, fix-it stations, depots, bikeshare, etc.).

Transportation Facility: A facility consisting of the means and equipment necessary for the movement of people or goods; any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the transportation of people or goods shall not be considered a transportation facility.

Transportation Project: Any public and/or private land development, project, program, or practice that affects the transportation network or occurs in the public right-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within a jurisdiction (including alleys, bridges, frontage roads, and other elements of the transportation system).

User Group means types of people who use a street or space, often with different needs. For example:

- Pedestrians
- Cyclists
- Drivers
- Motorcyclists
- Riders of motorized bicycles
- Transit riders
- Riders of personal conveyances, e.g. skateboards and rollerskates.
- People with disabilities
- Seniors
- Children
- Delivery drivers
- Emergency services

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

RESOLUTION

Placeholder - this Resolution was pulled from the agenda.

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

RESOLUTION

**RESOLUTION IN SUPPORT OF BILL A-5274/S-4448 AUTHORIZING MUNICIPALITIES AND
COUNTIES TO LOWER SPEED LIMITS ON CERTAIN ROADS WITHOUT ENGINEERING AND
TRAFFIC INVESTIGATION**

WHEREAS, the Township of Berkeley Heights recognizes the importance of pedestrian safety and the burdensome cost of traffic engineering studies, and, therefore, seeks solutions that will improve the safety of the township's high pedestrian areas, including, but not limited to, downtown streets, school zones, and public transit hubs; and

WHEREAS, the proposed speed-limit reduction legislation (A5274/S4448, Session 2026-2027), sponsored by Assemblyman Andrew Macurdy and Assemblyman Vincent Kearney, pending before the New Jersey Legislature, would authorize municipalities and counties to lower speed limits on certain roads without engineering and traffic investigation; and

WHEREAS, this legislation would grant municipalities and counties the authority to reduce the speed limit by five (5) miles per hour on roads with current speed limits of thirty-five (35) miles per hour or less under their jurisdiction without completing a traffic engineering study; and

WHEREAS, municipalities must consider surrounding land use and context when using the provisions allowed in this legislation, and, therefore, must consider several factors if the relevant section of road is in a school zone or high-pedestrian area; and

WHEREAS, municipalities should prioritize commercial downtowns, transit corridors, school zones, and areas within a quarter to half mile of major transit facilities when determining a "high pedestrian area;" and

WHEREAS, this provision may not be used more than once per segment of roadway while a traffic study is in progress, or within one year from the date that the same portion of a road's speed limit was altered as a result of a traffic study, or to lower a speed limit below fifteen (15) miles per hour; and

WHEREAS, this legislation mandates that the Commissioner of Transportation, a municipality, or a county, as appropriate, to erect appropriate signs giving notice of the reduced speed limit.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY:

1. That it does hereby support Bill A-5274/S-4448 to improve road safety conditions for the people of Summit, New Jersey, and urges its passage.

2. That a copy of this resolution shall be forwarded to Legislative District Representatives Senator Jon Bramnick and Assemblymembers Andrew McCurdy and Vincent Kearny and to the NJ State League of Municipalities.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Local Public Contracts Law 40A: 11-4 requires that certain contracts awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body; and

WHEREAS, the Bergen County Cooperative Purchasing System has awarded contracts to various vendors as lowest responsible, responsive bidders for Regional Cooperative Pricing contracts; and

WHEREAS, the Township of Berkeley Heights Fire Department desires and requires the purchase of a Self-Contained Breathing Apparatus ("SCBA") filling station; and

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has authorized the procurement of such equipment from an authorized vendor under the Bergen County Cooperative Pricing System; and

WHEREAS, the Township of Berkeley Heights is a member of Bergen County Cooperative Purchasing System #CK04-BERGEN; and

WHEREAS, NJ Fire Equipment Co., 119-131 Route 22 East, Green Brook, NJ 08812 has been awarded Contract Number # BC-BID-26-16 as part of the Bergen County Cooperative Pricing System for the provision of Firefighting Equipment and Rescue Tools, for a period expiring May 4, 2028; and

WHEREAS, through this Resolution and properly executed documents, and pursuant to the Bergen County Cooperative Purchasing System Contract BC-BID-26-16, the Township wishes to enter into an agreement with NJ Fire Equipment Co. for a SCBA filling station, pursuant to their proposal dated September 21, 2026.

NOW, THEREFORE BE IT RESOLVED that the Township Council, of the Township of Berkeley Heights, County of Union, State of New Jersey, does hereby authorizing the purchase of a SCBA filling station from NJ Fire Equipment Co., pursuant to the Bergen County Cooperative Purchasing System Contract BC-BID-26-16, and proposal dated September 21, 2026, in an amount not to exceed **\$88,384.45**.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$88,384.45** from account # C-04-25-019-C02 - Ord 25-19 SCBA Filling Station.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

AMENDING RESOLUTION 2026-280

A RESOLUTION CANCELLING GRANT RECEIVABLES AND GRANT APPROPRIATIONS

WHEREAS, there exists various Grant Receivables and Grant Appropriation Reserves on the Balance Sheet; and

WHEREAS, it is necessary to formally cancel the receivable balances and their offsetting appropriation balances from the balance sheet; and

WHEREAS, the CFO has provided the receivable balances and offsetting appropriation reserves as outlined below:

Grant Receivable

DEP EV Charging Station	6,000.00
Greening Union County	19,982.00
Greening Union County	798.00
PSEG - Sustainable Jersey Grant	500.00
ANJEC Grant	500.00
Drive sober or get pulled over	7,000.00
Grant LEAP (Local Eff Achievement Pr)	9,648.62
FM Global Fire Prevention Grant	2,000.00
Tree Planting (UC)	4,000.00
Spotted Lanternfly Program (2024)	3.20
Overlook Hospital Grant	3,290.00
CDBG - Senior Center Program Grant YR 48	75.52
CDBG - Senior Center Program Grant YR 49	635.72
UC Public Art/Mural Grant	125.00
	54,558.06

Grant Appropriation Reserves

AARP Community Challenge Grant 2021	6,359.00
DEP EV Charging Station	6,000.00
Greening Union County 2021	4,000.00
Greening Union County 2023	4,000.00
Overlook Medical Center Community Adv	41.00
Distracted Driver 2024	7,000.00
Click-It or Ticket Grant	6,000.00
Grant LEAP (Local Eff Achievement Pr)	5,918.32
ARP Firefighter Grant	303.24
	343,892.17
Raw Sewerage Pump Grant	337,437.08

Spotted Lanternfly Program (2024)	3.20
UC HEART Gr (History, Ed & Arts)	519.56
CDGB - Senior Center	4,932.84
NJ Inclusive Healthy Communities Grant	3,200.00
	<u>392,169.33</u>
	<u>385,714.24</u>

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Berkeley Heights the County of Union, State of New Jersey that the grant receivable balances of **\$54,558.06** and offsetting appropriation reserve balances of ~~**\$392,169.33**~~ **\$385,714.24** be cancelled.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Free Acres Association, Inc. (the "Association") is responsible for the administration and management of the common areas and facilities at the residential development known as Free Acres (hereinafter referred to as the "Development"); and

WHEREAS, a portion of the Development is located within the municipal boundaries of the Township of Berkeley Heights ("Township"), and a portion of the Development is located within the Borough of Watchung; and

WHEREAS, the Township and the Association entered into a contract for the Township's acceptance of residential sanitary sewer from the residential units of the Association located outside of the municipal boundaries of the Township, and located in the Borough of Watchung, which original contract was dated August 21, 1961 (the "Original Contract"); and

WHEREAS, the Township of Berkeley Heights and the Association (formerly referred to as "Owner") are parties to a Sewer Service Agreement originally dated August 21, 1961 (the "Original Agreement"), pursuant to which the Township accepts sanitary sewer flow from residential units of the Association located outside the municipal boundaries of the Township in the Borough of Watchung; and

WHEREAS, the Original Agreement expired in August 1991, and the parties subsequently renewed and amended same pursuant to a Renewal and First Amendment dated May 26, 2014, effective January 1, 2014 (the "First Amendment"), which expired by its terms on December 31, 2017; and

WHEREAS, the First Amendment provided for the Township's continued acceptance of sanitary sewer flow from the eleven (11) Association homes located in the Borough of Watchung identified herein (the "Watchung Homes") on a three-year renewal basis, subject to the same terms and conditions pending negotiation of a longer-term arrangement; and

WHEREAS, since the expiration of the First Amendment on December 31, 2017, the Township has continued to accept sanitary sewer flow from the Watchung Homes, and the Association has continued to make payments to the Township consistent with the terms of the First Amendment through December 31, 2021; and

WHEREAS, the parties desire to ratify and confirm the obligations and payments made during the period from January 1, 2018 through December 31, 2021 by formalizing this Second Amendment, and to provide a mutual release of all claims arising from sewer service during that period.

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Renewal and Second Amendment to the Sewer Service Agreement with the Free Acres Association, Inc., substantially in the form attached hereto.
2. The appropriate Township officials are hereby authorized to take any and all actions required to effectuate the terms of this Resolution.

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

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**RENEWAL AND SECOND AMENDMENT
TO SEWER SERVICE AGREEMENT**

THIS RENEWAL AND SECOND AMENDMENT (the "Amendment") is made effective the **1st day of January, 2018**, by and between the **TOWNSHIP OF BERKELEY HEIGHTS**, a municipal corporation of the State of New Jersey, with offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (the "Township"); and **FREE ACRES ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, with an address at c/o Rob Mench, 51 Greenbrook Road, Berkeley Heights, New Jersey 07922 (the "Association").

RECITALS

WHEREAS, the Township and the Association (formerly referred to as "Owner") are parties to a Sewer Service Agreement originally dated August 21, 1961 (the "Original Agreement"), pursuant to which the Township accepts sanitary sewer flow from residential units of the Association located outside the municipal boundaries of the Township in the Borough of Watchung; and

WHEREAS, the Original Agreement expired in August 1991, and the parties subsequently renewed and amended same pursuant to a Renewal and First Amendment dated May 26, 2014, effective January 1, 2014 (the "First Amendment"), which expired by its terms on December 31, 2017; and

WHEREAS, the First Amendment provided for the Township's continued acceptance of sanitary sewer flow from the eleven (11) Association homes located in the Borough of Watchung identified herein (the "Watchung Homes") on a three-year renewal basis, subject to the same terms and conditions pending negotiation of a longer-term arrangement; and

WHEREAS, since the expiration of the First Amendment on December 31, 2017, the Township has continued to accept sanitary sewer flow from the Watchung Homes, and the Association has continued to make payments to the Township consistent with the terms of the First Amendment through December 31, 2021; and

WHEREAS, the parties desire to ratify and confirm the obligations and payments made during the period from January 1, 2018 through December 31, 2021 by formalizing this Second Amendment, and to provide a mutual release of all claims arising from sewer service during that period.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the applicable laws of the State of New Jersey including, without limitation, N.J.S.A. 40:63-19, the parties agree as follows:

OPERATIVE PROVISIONS

1. Term. The effective date of this Amendment is January 1, 2018. This Amendment shall expire on December 31, 2021. This Amendment shall not renew or extend automatically.

2. Properties Covered. This Amendment applies to the following eleven (11) residential properties located in the Borough of Watchung, New Jersey (the "Watchung Homes"):

- a. 101 Appletree Row, Watchung, NJ
- b. 120 Appletree Row, Watchung, NJ
- c. 122 Appletree Row, Watchung, NJ
- d. 125 Appletree Row, Watchung, NJ
- e. 87 Cedar Lane, Watchung, NJ
- f. 71 Cedar Lane, Watchung, NJ
- g. 55 Cedar Lane, Watchung, NJ
- h. 45 Cedar Lane, Watchung, NJ
- i. 35 Cedar Lane, Watchung, NJ
- j. 27 Cedar Lane, Watchung, NJ
- k. 15 Cedar Lane, Watchung, NJ

3. Sewer Service Charges; Ratification of Payments. During the term of this Amendment (January 1, 2018 through December 31, 2021), the Association shall pay sewer service charges to the Township in accordance with the fee formula set forth in the First Amendment, specifically: an annual use charge based on a ratio of flow from the Watchung Homes to the total flow into the Berkeley Heights central plant, multiplied by the most recent total annual sewer system operating costs, plus fifteen percent (15%) thereof for administrative costs. The parties acknowledge that the Association has already paid all amounts due under this Amendment for

the years 2018 through 2021, consistent with the foregoing formula as applied by the Township. No additional amounts are owed by either party for that period.

4. Mutual Release. In consideration of the mutual promises herein, the Township and the Association, on behalf of themselves and their respective successors, assigns, officers, and agents, hereby fully and forever release and discharge each other from any and all claims, demands, actions, causes of action, damages, costs, expenses, and obligations, whether known or unknown, arising out of or relating in any way to sewer service, sewer billing, or this Agreement (including the Original Agreement and the First Amendment) for any period through and including December 31, 2021. This mutual release shall be a complete bar to any such claims for the period released.

5. Continuation of Other Terms. Except as expressly modified herein, all terms and conditions of the Original Agreement and the First Amendment that are not inconsistent with this Amendment shall remain in full force and effect during the term of this Amendment.

6. Expiration; No Implied Renewal. This Amendment shall expire automatically and without further notice on December 31, 2021. After expiration of this Amendment, sewer service charges for the Watchung Homes shall be governed by a separate subsequent agreement between the parties. Neither party shall have any obligation to negotiate or enter into any further agreement.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. Entire Agreement. This Amendment, together with the Original Agreement and the First Amendment as incorporated herein, constitutes the entire agreement between the parties with respect to sewer service for the period January 1, 2018 through December 31, 2021, and supersedes all prior negotiations, representations, or agreements relating to the same subject matter for that period.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Renewal and Second Amendment as of the date first written above.

TOWNSHIP OF BERKELEY HEIGHTS

FREE ACRES ASSOCIATION, INC.

Angie Devanney, Mayor

_____, President

Angela Lazzari, Township Clerk

_____, Secretary

Date

Date

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

RESOLUTION

WHEREAS, the Free Acres Association, Inc. (the "Association") is responsible for the administration and management of the common areas and facilities at the residential development known as Free Acres (hereinafter referred to as the "Development"); and

WHEREAS, a portion of the Development is located within the municipal boundaries of the Township of Berkeley Heights ("Township"), and a portion of the Development is located within the Borough of Watchung; and

WHEREAS, the Township and the Association entered into a contract for the Township's acceptance of residential sanitary sewer from the residential units of the Association located outside of the municipal boundaries of the Township, and located in the Borough of Watchung, which original contract was dated August 21, 1961 (the "Original Contract"); and

WHEREAS, the Township and the Association are parties to a Sewer Service Agreement originally dated August 21, 1961, as renewed and amended by a Renewal and First Amendment effective January 1, 2014 (collectively, the "Prior Agreement"), and a Renewal and Second Amendment effective January 1, 2018 (the "Second Amendment"); and

WHEREAS, the Second Amendment expired by its terms on December 31, 2021, at which point the Association's Watchung Homes ceased to be subject to any specific intermunicipal sewer use agreement with the Township; and

WHEREAS, Section 13.12.280(A)(1) of the Township Code of the Township of Berkeley Heights provides that any residential property which is not subject to the assessment of real estate property taxes by the Township but is served by the Township's sewerage system shall pay an annual use fee of five hundred dollars (\$500.00) per residential unit, unless such property is subject to an intermunicipal sewer use agreement; and

WHEREAS, the Association's eleven (11) Watchung Homes have been served by the Township's sewerage system continuously since the expiration of the Second Amendment, and the parties now wish to formalize the applicable charge for the period January 1, 2022 through December 31, 2025 on the basis provided in Section 13.12.280(A)(1); and

WHEREAS, the parties understand that effective January 1, 2026, the Borough of Watchung will absorb the Watchung Homes into the broader intermunicipal sewer agreement between the Township and the Borough of Watchung, thereby eliminating the need for a separate billing arrangement between the Township and the Association; and

WHEREAS, the owner of the Watchung Home located at 122 Appletree Row, Block 4313, Lot 1.105, in the Borough of Watchung has represented that he is a veteran whose service-

connected disability has been declared by the United States Department of Veterans Affairs to be total or 100 percent permanent, and the parties wish to extend to that property, as part of the compromise reflected in this Agreement, a reduced charge consistent with the policy of Section 13.12.280(E) of the Township Code; and

WHEREAS, the parties desire to resolve all outstanding sewer billing disputes for the period 2022–2025 and to provide a full and final release of related claims.

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Interim Sewer Service Agreement with the Free Acres Association, Inc., substantially in the form attached hereto.
2. The appropriate Township officials are hereby authorized to take any and all actions required to effectuate the terms of this Resolution.

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

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

INTERIM SEWER SERVICE AGREEMENT

THIS INTERIM SEWER SERVICE AGREEMENT (the "Agreement") is made effective the **1st day of January, 2022**, by and between the **TOWNSHIP OF BERKELEY HEIGHTS**, a municipal corporation of the State of New Jersey, with offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (the "Township"); and **FREE ACRES ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, with an address at c/o Rob Mench, Treasurer, 51 Greenbrook Road Berkeley Heights, New Jersey 07922 (the "Association").

RECITALS

WHEREAS, the Township and the Association are parties to a Sewer Service Agreement originally dated August 21, 1961, as renewed and amended by a Renewal and First Amendment effective January 1, 2014 (collectively, the "Prior Agreement"), and a Renewal and Second Amendment effective January 1, 2018 (the "Second Amendment"); and

WHEREAS, the Second Amendment expired by its terms on December 31, 2021, at which point the Association's Watchung Homes ceased to be subject to any specific intermunicipal sewer use agreement with the Township; and

WHEREAS, Section 13.12.280(A)(1) of the Township Code of the Township of Berkeley Heights provides that any residential property which is not subject to the assessment of real estate property taxes by the Township but is served by the Township's sewerage system shall pay an annual use fee of five hundred dollars (\$500.00) per residential unit, unless such property is subject to an intermunicipal sewer use agreement; and

WHEREAS, the Association's eleven (11) Watchung Homes have been served by the Township's sewerage system continuously since the expiration of the Second Amendment, and the parties now wish to formalize the applicable charge for the period January 1, 2022 through December 31, 2025 on the basis provided in Section 13.12.280(A)(1); and

WHEREAS, the parties understand that effective January 1, 2026, the Borough of Watchung will absorb the Watchung Homes into the broader intermunicipal sewer agreement between the

Township and the Borough of Watchung, thereby eliminating the need for a separate billing arrangement between the Township and the Association; and

WHEREAS, the owner of the Watchung Home located at 122 Appletree Row, Block 4313, Lot 1.105, in the Borough of Watchung has represented that he is a veteran whose service-connected disability has been declared by the United States Department of Veterans Affairs to be total or 100 percent permanent, and the parties wish to extend to that property, as part of the compromise reflected in this Agreement, a reduced charge consistent with the policy of Section 13.12.280(E) of the Township Code; and

WHEREAS, the parties desire to resolve all outstanding sewer billing disputes for the period 2022–2025 and to provide a full and final release of related claims.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the applicable laws of the State of New Jersey including, without limitation, N.J.S.A. 40:63-19, the parties agree as follows:

OPERATIVE PROVISIONS

1. Term. The effective date of this Agreement is January 1, 2022. This Agreement covers the period January 1, 2022 through December 31, 2025 (the “Term”) and shall not renew automatically.

2. Properties Covered. This Agreement applies to the following eleven (11) residential properties located in the Borough of Watchung, New Jersey (the “Watchung Homes”):

- a. 101 Appletree Row, Watchung, NJ
- b. 120 Appletree Row, Watchung, NJ
- c. 122 Appletree Row, Watchung, NJ
- d. 125 Appletree Row, Watchung, NJ
- e. 87 Cedar Lane, Watchung, NJ
- f. 71 Cedar Lane, Watchung, NJ
- g. 55 Cedar Lane, Watchung, NJ
- h. 45 Cedar Lane, Watchung, NJ
- i. 35 Cedar Lane, Watchung, NJ
- j. 27 Cedar Lane, Watchung, NJ
- k. 15 Cedar Lane, Watchung, NJ

3. Annual Sewer Use Fee. For each calendar year of the Term (2022, 2023, 2024, and 2025), each of the eleven (11) Watchung Homes shall be charged an annual sewer use fee of five hundred dollars (\$500.00) per residential unit, consistent with Section 13.12.280(A)(1) of the Township Code, except that the Watchung Home located at 122 Appletree Row (the "Veteran Property") shall be charged two hundred fifty dollars (\$250.00) per year. The total annual fee for all eleven (11) Watchung Homes shall be five thousand two hundred fifty dollars (\$5,250.00) per year. The aggregate amount due for the entire Term shall be twenty-one thousand dollars (\$21,000.00). The reduced charge for the Veteran Property is conditioned on the Association delivering to the Township, with its payment under Section 4, a copy of the determination by the United States Department of Veterans Affairs that the owner of the Veteran Property has a service-connected disability that is total or 100 percent permanent. If the Association does not deliver that determination, the charge for the Veteran Property shall be five hundred dollars (\$500.00) per year, and the aggregate amount due for the Term shall be twenty-two thousand dollars (\$22,000.00). The reduced charge for the Veteran Property is a negotiated term of this compromise. It is not a determination that Section 13.12.280(E) of the Township Code applies to properties located outside the Township, and it shall not be cited as precedent for any other property.

4. Payment Terms. The Association shall pay the total amount due under this Agreement, \$21,000.00 (or \$22,000.00 if Section 3 so provides), within thirty (30) days of the execution of this Agreement by both parties. Payment shall be made by check payable to "Township of Berkeley Heights" and delivered to the Office of the Tax Collector, 29 Park Avenue, Berkeley Heights, New Jersey 07922. All prior invoices issued by the Township to the Association for sewer service for the years 2022 through 2025 exceeding the amounts set forth herein are superseded and of no further force or effect.

5. Mutual Release. In consideration of the payment provided herein and other mutual promises, the Township and the Association, on behalf of themselves and their respective successors, assigns, officers, trustees, and agents, hereby fully and forever release and discharge

each other from any and all claims, demands, actions, causes of action, damages, costs, expenses, and obligations, whether known or unknown, arising out of or relating in any way to sewer service, sewer billing, or any prior sewer service agreements for any period through and including December 31, 2025. This mutual release shall be a complete bar to any such claims for the period released, including without limitation any claims relating to the Prior Agreement, the Second Amendment, and any billing for years 2018 through 2025.

6. Transition to Watchung Borough Agreement. The parties acknowledge that effective January 1, 2026, the Borough of Watchung will assume responsibility for the Watchung Homes' sewer billing as part of the broader intermunicipal sewer agreement between the Township and the Borough of Watchung. This Agreement shall terminate automatically on December 31, 2025. Commencing January 1, 2026, the Association shall have no further obligation to the Township under any prior sewer service agreement for the Watchung Homes, and the Township shall bill for sewer service to the Watchung Homes through the Borough of Watchung arrangement.

7. No Admission of Liability. This Agreement is a compromise and settlement of disputed claims. Nothing herein shall be construed as an admission of liability or wrongdoing by either party.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to sewer service charges for the period January 1, 2022 through December 31, 2025. It supersedes all prior billing invoices, negotiations, and representations relating to the same subject matter for that period. No modification of this Agreement shall be effective unless in writing and signed by both parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Interim Sewer Service Agreement as of the date first written above.

TOWNSHIP OF BERKELEY HEIGHTS

FREE ACRES ASSOCIATION, INC.

Angie Devanney, Mayor

_____, President

Angela Lazzari, Township Clerk

_____, Secretary

Date

Date

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY****RESOLUTION****RESOLUTION RESCINDING RESOLUTION 2026-197 WHICH AMENDED RESOLUTION 2026-64**

WHEREAS, on January 7, 2026, the Township of Berkeley Heights adopted Resolution 2026-64, authorizing a contract to GenServe, Inc., for the provision of Preventative Maintenance/ Repair of Emergency Generators, in an amount not to exceed \$60,000.00, pursuant to Contract #46 of the Morris County Cooperative Pricing System, for a period expiring June 30, 2026; and

WHEREAS, on June 9, 2026, the Township of Berkeley Heights adopted Resolution 2026-197, amending the expiration term of Contract #46 based on the preliminary award; and

WHEREAS, Morris County Cooperative Pricing System has deemed that the bid submission from GenServe, Inc. as unresponsive and no Contract #46 has been awarded; and

WHEREAS, the Township wishes to rescind Resolution 2026-197.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that Resolution 2026-197 be and is hereby rescinded.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, SJC Lawncare, Inc. of 305 Elizabeth Avenue, Cranford, New Jersey was responsive to the Township of Berkeley Heights competitive contract request for proposals due September 25, 2026 at 10:00 a.m. for Tree Planting, Watering and related services - 2026; and

WHEREAS, the Township wishes to award a contract to **SJC Lawncare, Inc.** to provide Tree Planting and related services for the 185 Plantings (ROW Plantings) including initial watering, and Waterings (per tree per watering after initial waterings) consistent with the Competitive Contract Request for Proposals and response submitted by **SJC Lawncare, Inc.**

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Berkeley Heights authorizes the appropriate Township Officials to execute a contract with **SJC Lawncare, Inc.** of 305 Elizabeth Avenue, Cranford, New Jersey for Tree Planting, Watering and related services in an amount not to exceed **\$85,100.00 for 185 Plantings (ROW Planting)** services and **\$20.00 per tree per watering for Watering** services, for a total not to exceed **\$127,300.00**, for a two (2) year contract term to expire on October 6, 2028 .

BE IT FURTHER RESOLVED that the appropriate Township Officials be and are hereby authorized to execute an Agreement with **SJC Lawncare, Inc.**

BE IT FURTHER RESOLVED that this Resolution and the subject contract is being awarded utilizing competitive contracting, pursuant N.J.S.A. 40A:11-4.1, et seq.

BE IT FURTHER RESOLVED, that the Chief Finance Officer of the Township of Berkeley Heights has certified that, upon adoption of this resolution, sufficient uncommitted funds will be available for the purposes set forth herein, in an amount not to exceed **\$127,300.00** in account # **G-02-20-831-301, NJDEP RGGI Natural Climate Solutions.**

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and a copy of this Resolution shall be published according to law within ten (10) days of the date of passage.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights (the "Township") requires food service establishments to submit an annual grease trap application and pay a fee calculated per grease trap, pursuant to Chapter 13.14 of the Code of the Township of Berkeley Heights; and

WHEREAS, Connell Hospitality LLC, (dba "Grain & Cane") and Connell Coffee LLC, (dba "Starbucks"), each located at 250 Connell Drive, Berkeley Heights, New Jersey (collectively, the "Establishments"), have each submitted grease trap applications and paid the associated fees to the Township; and

WHEREAS, the Township's records erroneously listed each of the Establishments as having more grease traps than are actually installed on their premises, and the Establishments were billed and paid fees based on those overstated counts for several years; and

WHEREAS, the Township Health Inspector recently inspected both Establishments and confirmed the corrected number of grease traps for each Establishment; and

WHEREAS, based on the number of grease traps confirmed for the years 2020 and 2022 through 2026 Grain & Cane overpaid the grease trap application fee in the total amount of \$1,400.00, and Starbucks overpaid in the total amount of \$400.00; and

WHEREAS, the Chief Financial Officer has reviewed the payment records and recommends that the overpayments be refunded; and

WHEREAS, the Township Council has determined that refunding these overpayments is fair, appropriate, and in the best interest of the Township.

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

1. The Chief Financial Officer is hereby authorized and directed to refund grease trap application fee overpayments in the amounts set forth in the Refund Schedule below.
2. The Township's grease trap records shall be corrected to reflect the number of grease traps confirmed by the Health Inspector, and future fees shall be assessed on the corrected counts.
3. The Municipal Clerk shall forward a copy of this Resolution to the Chief Financial Officer, the Tax Collector, the Health Department, Grain & Cane, and Starbucks.

Refund Schedule

Payee	Db	Address	Actual Payment	Years	Refund Amount
Connell Hospitality LLC	Grain & Cane	250 Connell Drive Berkeley Heights, NJ	\$2,000.00	2020, 2022-2026	\$1,400.00
Connell Coffee LLC	Starbucks	250 Connell Drive Berkeley Heights, NJ	\$1,000.00	2020, 2022-2026	\$100.00
Total					\$1,800.00

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

ORDINANCE NO. 2026-23

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

WHEREAS, the Mayor and Council for the Township of Berkeley Heights desire to create a center left turn lane in front of Mary Kay McMillin School on Mountain Avenue and to set the speed limit at this location; and

WHEREAS, the regulation of vehicle traffic within the Township in the Township Code is imperative for the Township to be able to effectively enforce rules and laws governing vehicles and traffic within the Township;

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

SECTION I. Chapter 10.16, "Turn Prohibitions" of Title 10, "Vehicles and Traffic," of the Township Code shall be amended as follows: [New language **bold and underlined**; deletions ~~stricken through~~.]

Chapter 10.16 – TURN PROHIBITIONS **AND TURN LANES**

SECTION II. Section 10.16.020, "Turn Lanes," of Chapter 10.16, "Turn Prohibitions and Turn Lanes" of Title 10, "Vehicles and Traffic," of the Township Code shall be created as follows:

10.16.020 – Turn Lanes

- A. **Mountain Avenue, in front of Mary Kay McMillin School, shall be divided into three sections, with the center lane being a two-way left-turn lane. The center two-way left-turn lane on Mountain Ave shall commence 515 feet east from Plainfield Avenue and continue 475 feet east. This entire roadway section shall be 36 feet wide. All traffic travelling within the center lane shall be permitted to make left turns only.**

Appropriate traffic markings, including directional turning arrow traffic marking symbols, yellow diagonal traffic marking lines, solid yellow traffic marking lines, and broken yellow traffic marking lines shall be placed to indicate the center lane. Advanced signage shall be placed in both directions of the roadway to mark the location of the two-way center left-turn lane. There shall be transition traffic markings installed on the roadway to mark the transition between the existing center double-yellow traffic marking lines and the two-way left-turn only center lane traffic marking lines pursuant to the Manual on Uniform Traffic Control Devices, Figure 3B-7, and any other applicable laws or regulations.

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

SECTION III. Section 10.12.020, "Speed Limits" of Chapter 10.12, "Speed Limits and No-Passing Zones" of Title 10, "Vehicles and Traffic," of the Township Code shall be amended as follows:

10.12.010 - Speed limits.

The speed limit for both directions of traffic along the streets hereinafter designated is established as follows:

G. Mountain Avenue:

1. Forty (40) miles per hour from the westerly Berkeley Heights Township line to Diamond Hill Road-Union Avenue in the Township of Berkeley Heights, except within the Mountain Park School Zone, where the speed limit shall be twenty-five (25) miles per hour from 7:35 am - 8:35 am and 2:45 pm - 3:45 pm while children are going to or leaving school, during opening or closing hours or during recess. The Mountain Park School Zone on Mountain Ave shall commence 215 feet west of Plainfield Avenue and continue 1,655 feet west. Speed limit signage shall indicate twenty-five (25) miles per hour in a school zone from 7:35 am - 8:35 am and 2:45 pm - 3:45 pm and shall be flashing or blinking;
2. Forty (40) miles per hour from the westerly Berkeley Heights Township line to Diamond Hill Road-Union Avenue in the Township of Berkeley Heights, except within the Mary Kay McMillin School Zone, where the speed limit shall be twenty-five (25) miles per hour from 7:45 am - 8:45 am and 2:45 pm - 3:45 pm. The Mary Kay McMillin School Zone on Mountain Avenue shall commence at Plainfield Avenue and continue to Deerpath Lane. Speed limit signage shall indicate twenty-five (25) miles per hour in a school zone from 7:45 am - 8:45 am and 2:45 pm - 3:45 pm and shall be flashing or blinking;
3. Forty (40) miles per hour from the point where the New Providence Borough-Berkeley Heights Township line crosses Mountain Avenue east of Glenside Road to a point where the New Providence Borough-Berkeley Heights Township line again crosses Mountain Avenue west of Murray Hill Boulevard;
4. Regulatory and warning signs shall be installed and maintained in accordance with a letter of authorization from the Department of Transportation dated February 17, 1971, and the letter of authorization from the Department of Transportation dated March 26, 1970, and signs with the words School Speed Limit 25 MPH When Flashing shall be installed, operated and maintained in accordance with a letter of authorization from the Department of Transportation dated December 21, 1971.

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

SECTION IV. Section 10.16.010, “Turn prohibitions,” of Chapter 10.16, “Turn Prohibitions and Turn Lanes” of Title 10, “Vehicles and Traffic,” of the Township Code shall be amended as follows:

10.16.010 – Turn prohibitions.

B. No left turn shall be permitted:

1. – 10. (No change.)

11. From the exit driveway of Mary Kay McMillin School onto Mountain Avenue, between the hours of 8:15 a.m. and 9:15 a.m. and between the hours of 2:30 p.m. and 3:30 p.m., prevailing time, Monday through Friday.

SECTION V. All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in conflict or inconsistent.

SECTION VI. If any section, provision, or part of provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance, or any part thereof, other than the part so held unenforceable or invalid.

SECTION VII. This Ordinance shall take effect after passage and publication in the manner provided by law.

Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						John Foster						
						Margaret Illis						
						Bill Machado						
						Alvaro Medeiros						
						Andrew Moran						
						Susan Poage						
Introduced: October 6, 2026				I hereby certify the above ordinance was adopted by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey on the aforementioned date.								
Final Adoption: October 20, 2026												
_____ Angela Lazzari, Township Clerk												

TOWNSHIP OF BERKELEY HEIGHTS

**NOTICE OF INTRODUCTION
ORDINANCE 2026-23**

PUBLIC NOTICE is hereby given that the Ordinance entitled

**AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF
BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY
KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT
AT THIS LOCATION**

was introduced and passed on First Reading at the Regular Meeting of the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, held on **October 6, 2026 at 6:30 p.m.** The within Ordinance will be further considered for Final Passage, after public hearing thereon, at the Regular Meeting of the Township Council to be held in the Council Chamber at the Berkeley Heights Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ, on **October 20, 2026 at 6:30 p.m.**, or as soon thereafter, as said matter can be reached. At which time and place, all persons who are interested therein will be given an opportunity to be heard and ask questions concerning the same.

During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available at no cost in the Municipal Clerk's office in said Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ 07974, and to the members of the general public who shall request the same.

**Angela Lazzari
Township Clerk**

Township of Berkeley Heights

AGENDA CHANGES

October 6, 2026

The following items have been modified (amended, added or removed) from the original **10/6/2026** agenda:

THE FOLLOWING ITEM(S) HAS/HAVE BEEN **PULLED** FROM THE AGENDA:

VII. ORDINANCES FOR PUBLIC HEARING AND FINAL ADOPTION:

Ordinance 2026-21

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

IX. RESOLUTIONS:

Resolution No. 2026-

316. Resolution of the Township of Berkeley Heights, County of Union, authorizing the mayor to execute a settlement agreement with Springholm Drive Holdings, LLC and Villas on the Park Condominium Association, Inc.

THE FOLLOWING ITEM(S) HAS/HAVE BEEN **ADDED** TO THE AGENDA:

X. ORDINANCES FOR INTRODUCTION

Public Hearing and Final Adoption scheduled for October 20, 2026.

Ordinance 2026-23

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

(Note: This ordinance replaces Ordinance 2026-21, introduced September 15, which will not be considered for adoption.)

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

ORDINANCE NO. 2026-23

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

WHEREAS, the Mayor and Council for the Township of Berkeley Heights desire to create a center left turn lane in front of Mary Kay McMillin School on Mountain Avenue and to set the speed limit at this location; and

WHEREAS, the regulation of vehicle traffic within the Township in the Township Code is imperative for the Township to be able to effectively enforce rules and laws governing vehicles and traffic within the Township;

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

SECTION I. Chapter 10.16, "Turn Prohibitions" of Title 10, "Vehicles and Traffic," of the Township Code shall be amended as follows: [New language **bold and underlined**; deletions stricken through.]

Chapter 10.16 – TURN PROHIBITIONS **AND TURN LANES**

SECTION II. Section 10.16.020, "Turn Lanes," of Chapter 10.16, "Turn Prohibitions and Turn Lanes" of Title 10, "Vehicles and Traffic," of the Township Code shall be created as follows:

10.16.020 – Turn Lanes

- A. **Mountain Avenue, in front of Mary Kay McMillin School, shall be divided into three sections, with the center lane being a two-way left-turn lane. The center two-way left-turn lane on Mountain Ave shall commence 515 feet east from Plainfield Avenue and continue 475 feet east. This entire roadway section shall be 36 feet wide. All traffic travelling within the center lane shall be permitted to make left turns only.**

Appropriate traffic markings, including directional turning arrow traffic marking symbols, yellow diagonal traffic marking lines, solid yellow traffic marking lines, and broken yellow traffic marking lines shall be placed to indicate the center lane. Advanced signage shall be placed in both directions of the roadway to mark the location of the two-way center left-turn lane. There shall be transition traffic markings installed on the roadway to mark the transition between the existing center double-yellow traffic marking lines and the two-way left-turn only center lane traffic marking lines pursuant to the Manual on Uniform Traffic Control Devices, Figure 3B-7, and any other applicable laws or regulations.

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

SECTION III. Section 10.12.020, "Speed Limits" of Chapter 10.12, "Speed Limits and No-Passing Zones" of Title 10, "Vehicles and Traffic," of the Township Code shall be amended as follows:

10.12.010 - Speed limits.

The speed limit for both directions of traffic along the streets hereinafter designated is established as follows:

G. Mountain Avenue:

1. Forty (40) miles per hour from the westerly Berkeley Heights Township line to Diamond Hill Road-Union Avenue in the Township of Berkeley Heights, except within the Mountain Park School Zone, where the speed limit shall be twenty-five (25) miles per hour from 7:35 am - 8:35 am and 2:45 pm - 3:45 pm while children are going to or leaving school, during opening or closing hours or during recess. The Mountain Park School Zone on Mountain Ave shall commence 215 feet west of Plainfield Avenue and continue 1,655 feet west. Speed limit signage shall indicate twenty-five (25) miles per hour in a school zone from 7:35 am - 8:35 am and 2:45 pm - 3:45 pm and shall be flashing or blinking;
2. Forty (40) miles per hour from the westerly Berkeley Heights Township line to Diamond Hill Road-Union Avenue in the Township of Berkeley Heights, except within the Mary Kay McMillin School Zone, where the speed limit shall be twenty-five (25) miles per hour from 7:45 am - 8:45 am and 2:45 pm - 3:45 pm. The Mary Kay McMillin School Zone on Mountain Avenue shall commence at Plainfield Avenue and continue to Deerpath Lane. Speed limit signage shall indicate twenty-five (25) miles per hour in a school zone from 7:45 am - 8:45 am and 2:45 pm - 3:45 pm and shall be flashing or blinking;
3. Forty (40) miles per hour from the point where the New Providence Borough-Berkeley Heights Township line crosses Mountain Avenue east of Glenside Road to a point where the New Providence Borough-Berkeley Heights Township line again crosses Mountain Avenue west of Murray Hill Boulevard;
4. Regulatory and warning signs shall be installed and maintained in accordance with a letter of authorization from the Department of Transportation dated February 17, 1971, and the letter of authorization from the Department of Transportation dated March 26, 1970, and signs with the words School Speed Limit 25 MPH When Flashing shall be installed, operated and maintained in accordance with a letter of authorization from the Department of Transportation dated December 21, 1971.

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

SECTION IV. Section 10.16.010, “Turn prohibitions,” of Chapter 10.16, “Turn Prohibitions and Turn Lanes” of Title 10, “Vehicles and Traffic,” of the Township Code shall be amended as follows:

10.16.010 – Turn prohibitions.

B. No left turn shall be permitted:

1. – 10. (No change.)

11. From the exit driveway of Mary Kay McMillin School onto Mountain Avenue, between the hours of 8:15 a.m. and 9:15 a.m. and between the hours of 2:30 p.m. and 3:30 p.m., prevailing time, Monday through Friday.

SECTION V. All ordinances or parts of ordinances in conflict or inconsistent with any part of this Ordinance are hereby repealed to the extent that they are in conflict or inconsistent.

SECTION VI. If any section, provision, or part of provision of this Ordinance shall be held to be unenforceable or invalid by any court, such holding shall not affect the validity of this Ordinance, or any part thereof, other than the part so held unenforceable or invalid.

SECTION VII. This Ordinance shall take effect after passage and publication in the manner provided by law.

Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						John Foster						
						Margaret Illis						
						Bill Machado						
						Alvaro Medeiros						
						Andrew Moran						
						Susan Poage						
Introduced: October 6, 2026				I hereby certify the above ordinance was adopted by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey on the aforementioned date. _____ Angela Lazzari, Township Clerk								
Final Adoption: October 20, 2026												

TOWNSHIP OF BERKELEY HEIGHTS

**NOTICE OF INTRODUCTION
ORDINANCE 2026-23**

PUBLIC NOTICE is hereby given that the Ordinance entitled

**AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF
BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY
KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT
AT THIS LOCATION**

was introduced and passed on First Reading at the Regular Meeting of the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, held on **October 6, 2026 at 6:30 p.m.** The within Ordinance will be further considered for Final Passage, after public hearing thereon, at the Regular Meeting of the Township Council to be held in the Council Chamber at the Berkeley Heights Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ, on **October 20, 2026 at 6:30 p.m.**, or as soon thereafter, as said matter can be reached. At which time and place, all persons who are interested therein will be given an opportunity to be heard and ask questions concerning the same.

During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available at no cost in the Municipal Clerk's office in said Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ 07974, and to the members of the general public who shall request the same.

**Angela Lazzari
Township Clerk**

Township of Berkeley Heights Union County, New Jersey

Township Council Public Meeting October 6, 2026 6:30 P.M.

Adequate notice of this meeting has been provided by forwarding a copy to the Courier News, Star Ledger and posting on the Township website, at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act.

COUNCIL MEMBERS:

John Foster - President
Margaret Illis
Bill Machado
Alvaro Medeiros
Andrew Moran
Susan Poage – Vice President
Angie Devanney- Mayor

AGENDA FOR PUBLIC MEETING

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. FLAG SALUTE**
- IV. CONFERENCE SESSION**
 - Downtown Transit and Pedestrian Plan – State Transportation Planners
- V. REGULAR AGENDA**
- VI. APPROVAL OF MINUTES**
Public Meetings: July 21, 2026

VII. ORDINANCES FOR PUBLIC HEARING AND FINAL ADOPTION:

Ordinances Introduced on September 15, 2026

Ordinance 2026-21

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

Ordinance 2026-22

ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE TOWNSHIP

CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT WASHINGTON STREET AND BERKELEY AVENUE

(Note: This ordinance was previously introduced on June 30th as Ordinance 2026-14 but was never considered for adoption.)

VIII. 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 President 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.

IX. NEW BUSINESS – RESOLUTIONS OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

RESOLUTIONS

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.

Resolution No. 2026-

301. Resolution approving Bill List dated October 6, 2026, in the amount of \$1,756,715.28.
302. Resolution confirming compliance with N.J.A.C. 5:30-6.5 and authorizing the Governing Body Certification of the Annual Audit.
303. Resolution approving the Corrective Action Plan for the recommendations listed in the 2025 Annual Audit Report.
304. Authorizing the Township of Berkeley Heights to execute a shared services agreement with the County of Union for print shop services.
305. Resolution awarding a professional services contract to Neglia Group for professional engineering services for the Watershed Assessment Report as Phase 2 of the Watershed Improvement Plan.
306. Resolution authorizing the purchase of three (3) digester gas accumulators for the Township's Wastewater Treatment Plant from Sherwood Logan & Associates in an amount not to exceed \$59,480.00.
307. Resolution authorizing the refund of tax overpayments for various properties within the Township.

308. Resolution appointing David Sankel to the Berkeley Heights Public Library Board.
309. Resolution authorizing the road closure of Hamilton Avenue, west of Roosevelt Avenue, to Plainfield Avenue, on Friday, November 13, 2026, from 10:00 a.m. to 2:30 p.m. to allow Berkeley Heights Fire Department to train with water tenders.
310. Resolution authorizing Garden State Fireworks to hold a fireworks display during the Berkeley Heights Tree Lighting event on Saturday, December 5, 2026, in Santore Field at Veterans Park, between 6:00 p.m. and 7:00 p.m.
311. Resolution authorizing Garden State Fireworks to hold a fireworks display at midnight on New Year's Eve, December 31, 2026, at Mount Carmel Field.
312. Resolution authorizing a neighborhood block party on Branko Road / North Road, on Saturday, October 17, 2026, from 2:00 p.m. - 6:00 p.m.
313. Resolution authorizing the contract change order for the contract with Dell-Tech Inc. for the Phase II-Exterior Restoration & Structural Stabilization Project.
314. Resolution authorizing an agreement with Axon Enterprises, Inc. for police body and fleet cameras, related equipment, maintenance and software.
315. Resolution establishing and adopting a complete and green streets policy.
316. Resolution of the Township of Berkeley Heights, County of Union, authorizing the mayor to execute a settlement agreement with Springholm Drive Holdings, LLC and Villas on the Park Condominium Association, Inc.
317. Resolution in support of Bill A-5274/S-4448 authorizing municipalities and counties to lower speed limits on certain roads without engineering and traffic investigation.
318. Resolution authorizing the purchase of a SCBA filling station from NJ Fire Equipment Co., pursuant to the Bergen County Cooperative Purchasing System Contract BC-BID-26-16, in an amount not to exceed \$88,384.45.
319. Resolution amending Resolution 2026-280 which cancelled grant receivables and grant appropriations.
320. Resolution authorizing the Renewal and Second Amendment to the Sewer Service Agreement with the Free Acres Association, Inc., for the term January 1, 2018, through December 31, 2021.

- 321. Resolution authorizing the Interim Sewer Service Agreement with the Free Acres Association, Inc., for the term January 1, 2022, through December 31, 2025.
- 322. Resolution rescinding amending Resolution 2026-197 which extended the contract term for the contract with GenServe, Inc. for Preventative Maintenance/Repair of Emergency Generators for the Wastewater Treatment Plant, pursuant to the Morris County Cooperative Pricing Program.
- 323. Resolution awarding a contract to SJC Lawncare, Inc. for Tree Planting, Watering and related services utilizing competitive contracting.
- 324. Resolution authorizing the refund of excess grease trap application fees paid by Grain & Cane and Starbucks

X. TOWNSHIP COUNCIL REPORTS

- A. John Foster - President
- B. Margaret Illis
- C. Bill Machado
- D. Alvaro Medeiros
- E. Andrew Moran
- F. Susan Poage – Vice President

ADMINISTRATION REPORTS

Mayor Devanney
Liza Viana

XI. EXECUTIVE SESSION

XII. ADJOURNMENT

Angela Lazzari, Township Clerk

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

ORDINANCE NO. 2026-21

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

WHEREAS, the Mayor and Council for the Township of Berkeley Heights desire to create a center left turn lane in front of Mary Kay McMillin School on Mountain Avenue and to set the speed limit at this location; and

WHEREAS, the regulation of vehicle traffic within the Township in the Township Code is imperative for the Township to be able to effectively enforce rules and laws governing vehicles and traffic within the Township;

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

SECTION I. Chapter 10.16, "Turn Prohibitions" of Title 10, "Vehicles and Traffic," of the Township Code shall be amended as follows: [New language **bold and underlined**; deletions ~~stricken through.~~]

Chapter 10.16 – TURN PROHIBITIONS **AND TURN LANES**

SECTION II. Section 10.16.020, "Turn Lanes," of Chapter 10.16, "Turn Prohibitions and Turn Lanes" of Title 10, "Vehicles and Traffic," of the Township Code shall be created as follows:

10.16.020 – Turn Lanes

- A. **Mountain Avenue, in front of Mary Kay McMillin School, shall be divided into three sections, with the center lane being a two-way left-turn lane. The center two-way left-turn lane on Mountain Ave shall commence 515 feet east from Plainfield Avenue and continue 475 feet east. This entire roadway section shall be 36 feet wide. All traffic travelling within the center lane shall be permitted to make left turns only.**

Appropriate traffic markings, including directional turning arrow traffic marking symbols, yellow diagonal traffic marking lines, solid yellow traffic marking lines, and broken yellow traffic marking lines shall be placed to indicate the center lane. Advanced signage shall be placed in both directions of the roadway to mark the location of the two-way center left-turn lane. There shall be transition traffic markings installed on the roadway to mark the transition between the existing center double-yellow traffic marking lines and the two-way left-turn only center lane traffic marking lines pursuant to the Manual on Uniform Traffic Control Devices, Figure 3B-7, and any other applicable laws or regulations.

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

SECTION III. Section 10.12.020, "Speed Limits" of Chapter 10.12, "Speed Limits and No-Passing Zones" of Title 10, "Vehicles and Traffic," of the Township Code shall be amended as follows:

10.12.010 - Speed limits.

The speed limit for both directions of traffic along the streets hereinafter designated is established as follows:

G. Mountain Avenue:

1. Forty (40) miles per hour from the westerly Berkeley Heights Township line to Diamond Hill Road-Union Avenue in the Township of Berkeley Heights, except within the Mountain Park School Zone, where the speed limit shall be twenty-five (25) miles per hour from 7:35 am - 8:35 am and 2:45 pm - 3:45 pm ~~while children are going to or leaving school, during opening or closing hours or during recess.~~ The Mountain Park School Zone on Mountain Ave shall commence 215 feet west of Plainfield Avenue and continue 1,655 feet west. Speed limit signage shall indicate twenty-five (25) miles per hour in a school zone from 7:35 am - 8:35 am and 2:45 pm - 3:45 pm and shall be flashing or blinking;
2. Forty (40) miles per hour from the westerly Berkeley Heights Township line to Diamond Hill Road-Union Avenue in the Township of Berkeley Heights, except within the Mary Kay McMillin School Zone, where the speed limit shall be twenty-five (25) miles per hour from 7:45 am - 8:45 am and 2:45 pm - 3:45 pm. The Mary Kay McMillin School Zone on Mountain Avenue shall commence at Plainfield Avenue and continue to Deerpath Lane. Speed limit signage shall indicate twenty-five (25) miles per hour in a school zone from 7:45 am - 8:45 am and 2:45 pm - 3:45 pm and shall be flashing or blinking;
3. Forty (40) miles per hour from the point where the New Providence Borough-Berkeley Heights Township line crosses Mountain Avenue east of Glenside Road to a point where the New Providence Borough-Berkeley Heights Township line again crosses Mountain Avenue west of Murray Hill Boulevard;
4. Regulatory and warning signs shall be installed and maintained in accordance with a letter of authorization from the Department of Transportation dated February 17, 1971, and the letter of authorization from the Department of Transportation dated March 26, 1970, and signs with the words School Speed Limit 25 MPH When Flashing shall be installed, operated and maintained in accordance with a letter of authorization from the Department of Transportation dated December 21, 1971.

TOWNSHIP OF BERKELEY HEIGHTS

**NOTICE OF INTRODUCTION
ORDINANCE 2026-21**

PUBLIC NOTICE is hereby given that the Ordinance entitled

**AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF
BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY
KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT
AT THIS LOCATION**

was introduced and passed on First Reading at the Regular Meeting of the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, held on **September 15, 2026 at 6:30 p.m.** The within Ordinance will be further considered for Final Passage, after public hearing thereon, at the Regular Meeting of the Township Council to be held in the Council Chamber at the Berkeley Heights Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ, on **October 6, 2026 at 6:30 p.m.**, or as soon thereafter, as said matter can be reached. At which time and place, all persons who are interested therein will be given an opportunity to be heard and ask questions concerning the same.

During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available at no cost in the Municipal Clerk's office in said Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ 07974, and to the members of the general public who shall request the same.

**Angela Lazzari
Township Clerk**

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF FINAL ADOPTION

Ordinance 2026-21

AN ORDINANCE AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO CREATE A CENTER LEFT TURN LANE IN FRONT OF MARY KAY MCMILLIN SCHOOL ON MOUNTAIN AVENUE AND TO SET THE SPEED LIMIT AT THIS LOCATION

I, Angela Lazzari, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above titled Ordinance was adopted on Final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on October 6, 2026.

Angela Lazzari, RMC
Township Clerk

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

ORDINANCE 2026-22

ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT WASHINGTON STREET AND BERKELEY AVENUE

WHEREAS, the Township of Berkeley Heights (the "Township") Code, §10.08.020, entitled "Stop intersections," lists every stop sign within the Township, in alphabetical order, aside from those stop signs that intersect through streets, which are identified and listed in §10.08.010, entitled "Through streets"; and

WHEREAS, the identification and listing of all stop signs within the Township in the Township Code is imperative for the Township to be able to effectively enforce rules and laws governing vehicles and traffic within the Township; and

WHEREAS, the Township wishes to amend the Code to reflect stop intersections at all approaches of Washington Street and Berkeley Avenue.

NOW, THEREFORE, BE IT ORDAINED, by the governing body of the Township of Berkeley Heights, County of Union, and State of New Jersey, that:

SECTION I. Section 10.08.020 "Stop intersections," of Chapter 10.08 "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," of the Township Code of the Township of Berkeley Heights shall be and is hereby amended as follows: [New language **bold and underlined**; deletions ~~stricken through~~.]

10.08.020 Stop intersections.

Since main traveled roads are not involved, the following intersections within the township are designated as stop intersections:

1. Angela Way and Cottage Street: stop sign located on Angela Way;
2. Baker Avenue and Honeyman Place: stop sign located on Honeyman Place;
3. Baker Avenue and Kline Place: stop sign located on Kline Place;
4. Baldwin Drive and Farmgate Road: stop sign located on Baldwin Drive;
5. Barnstable Road and Farmgate Road: stop sign located on Barnstable Road;
6. Berkeley Avenue and Scott Avenue: stop sign located on Berkeley Avenue;
7. Brambling Road and Hawfinch Drive: stop sign located on Hawfinch Drive;
8. Brambling Road and Roosevelt Avenue: stop sign located on Brambling Road;
9. Burlington Road and Warren Place: stop sign located at Warren Place;
10. Clover Court and Cottage Street: stop sign located on Clover Court;
11. Columbia Avenue and Bolton Boulevard: stop sign located on Columbia Avenue;
12. Cottage Court and Cottage Street: stop sign located on Cottage Court;
13. Daria Lane and Daisy Road: stop sign located on Daisy Road;

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

ORDINANCE 2026-22

14. Evergreen Drive and Timber Drive—both ends: stop signs located on Evergreen Drive;
15. Exeter Drive and Timber Drive: stop sign located on Exeter Drive;
16. Fairfax Drive and Exit to Mountain Park School: stop sign located on driveway exit of Mountain Park School;
17. Fairview Avenue and Union Avenue; stop sign located on Fairview Avenue;
18. Farmgate Road and Baldwin Drive: stop sign located on Farmgate Road;
19. Farmgate Road and Union Avenue: stop sign located on Farmgate Road;
20. Fawn Circle and Lawrence Drive: stop sign located on Fawn Circle;
21. Fay Place and Briarwood Drive West: stop sign located on Fay Place;
22. Fern Place and Debbie Place: stop sign located on Fern Place;
23. Fern Place and Hillside Avenue: stop sign located on Hillside Avenue;
24. Ferndale Road and Briarwood Drive West: stop sign located on Ferndale Road;
25. Fickler Place and Fairview Avenue: stop sign located on Fickler Place;
26. Fickler Place and Pearl Street: stop sign located on Pearl Street;
27. Franklin Court and Hamilton Avenue: stop sign located on Franklin Court;
28. Frost Lane and Barnstable Road: stop sign located on Frost Lane;
29. Garfield Street and Berkeley Avenue: stop sign located on Berkeley Avenue;
30. Garfield Street and Passaic Avenue: stop signs located on both approaches on Garfield Street;
31. Garfield Street and Station Street: stop signs located on both approaches on Garfield Street;
32. Garfield Street and Summit Avenue: stop signs located on all four approaches;
33. Grandview and Bolton Boulevard: stop sign located on Grandview Avenue;
34. Grassman Place and Killarney Drive: stop sign located on Grassman Place;
35. Hamilton Avenue and Princeton Avenue: stop sign located on Princeton Avenue;
36. Hamilton Avenue and Roosevelt Avenue: stop sign located on Roosevelt Avenue;
37. Hamilton Avenue and Rutgers Avenue: stop sign located on Rutgers Avenue;
38. Hampshire Road and Baldwin Drive: stop sign located on all four approaches;
39. Hampshire Road and Timber Drive: stop sign located on Hampshire Road;
40. Hawfinch Drive and Hamilton Avenue: stop sign located on Hawfinch Avenue;
41. Hillside Avenue and Timber Drive—both ends: stop signs located at the easterly intersection on Timber Drive, westerly intersection on Hillside Avenue;
42. Hillside Avenue and Wentworth Drive: stop sign located on Wentworth Drive;
43. Holly Glen Lane South and Holly Glen Lane: stop sign located on Holly Glen Lane South;
44. Kingman Road and Old Farm Road: stop sign located on Kingman Road;
45. Kline Boulevard and Union Avenue: stop sign located on Kline Boulevard;
46. Kline Place and Kline Boulevard: stop sign located on Kline Place;
47. Kline Place and Kline Place: stop sign located northbound on Kline Place;

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

ORDINANCE 2026-22

48. LaGrande Avenue and Berkeley Avenue: stop sign located on LaGrande Avenue;
49. LaGrande Avenue and Columbia Avenue: stop sign located on both approaches of LaGrande Avenue;
50. LaGrand Avenue and Harwood Avenue; stop sign located on LaGrande Avenue;
51. Lawrence Drive and Kline Boulevard: stop signs located on Lawrence Drive on both approaches;
52. Lincoln Street and Berkeley Avenue: stop signs located on all four approaches;
53. Lincoln Street and Plainfield Avenue: stop sign located on Plainfield Avenue;
54. Lincoln Street and River Road: stop sign located on Lincoln Street;
55. Lincoln Street and Passaic Avenue: stop signs located on both approaches on Lincoln Street;
56. Lincoln Street and Station Street: stop signs located on both approaches on Lincoln Street;
57. Lincoln Street and Summit Avenue (Southside of Lincoln Street): stop sign located on all four approaches;
58. Locust Avenue and Timber Drive: stop sign located on Locust Avenue;
59. Lower Columbia Driveway and Hamilton Avenue: stop sign located on Lower Columbia Driveway;
60. Martins Lane and Union Avenue; stop sign located on Martins Lane;
61. Mea Drive and Timber Drive: stop sign located on Mea Drive;
62. Mercer Road and Hunterdon Boulevard: stop sign located on Mercer Road;
63. Mercer Road and Watchung Boulevard: stop sign located on Mercer Road;
64. Old Farm Road, Cedar Green Lane, and Mercier Place: stop signs located on both Cedar Lane and Mercier Place approaches;
65. Peacock Lane and Brambling Road: stop sign located on Peacock Lane;
66. Peacock Lane and Hawfinch Drive: stop sign located on Peacock Lane;
67. Pearl Street and Union Avenue; stop sign located on Pearl Street;
68. Ridgewood Drive and Lawrence Drive: stop sign located on Ridgewood Drive;
69. Robbins Avenue and Lawrence Drive: stop sign located on Robbins Avenue;
70. Russo Place and Locust Avenue: stop sign located on Russo Place;
71. Scott Avenue and Bolton Boulevard: stop sign located on Scott Avenue;
72. Shadow Lane and Riverbend Road: stop sign located on Riverbend Road;
73. Sherman Avenue and South Sherman Avenue: stop sign located on South Sherman Avenue;
74. Somerset Place and Hunterdon Boulevard: stop sign located on Somerset Place;
75. Somerset Place at Watchung Boulevard: stop sign located on Somerset Place;
76. Station Street and Sherman Avenue: stop sign located on Station Street;
77. Station Street and Springfield Avenue; stop signs located on both approaches on Station Street;
78. Station Street and Washington Street: stop signs located on both approaches on Station Street;
79. Summit Avenue and Grant Street: stop signs located on Summit Avenue at both approaches on Summit Avenue;
80. Summit Avenue and Sherman Avenue; stop sign located on Summit Avenue;
81. Ridgewood Drive and Lawrence Drive; stop sign located on Ridgewood Drive;

ORDINANCE 2026-22

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
			✓			John Foster						
		✓				Margaret Illis						
		✓				Bill Machado						
	✓	✓				Alvaro Medeiros						
		✓				Andrew Moran						
✓		✓				Susan Poage						
Introduced: September 15, 2026						I hereby certify the above ordinance was adopted by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey on the aforementioned date.						
Final Adoption: October 6, 2026												
						_____ Angela Lazzari, Township Clerk						

TOWNSHIP OF BERKELEY HEIGHTS

**NOTICE OF INTRODUCTION
ORDINANCE 2026-22**

PUBLIC NOTICE is hereby given that the Ordinance entitled

**ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP
INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE
TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT
WASHINGTON STREET AND BERKELEY AVENUE**

was introduced and passed on First Reading at the Regular Meeting of the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, held on **September 15, 2026 at 6:30 p.m.** The within Ordinance will be further considered for Final Passage, after public hearing thereon, at the Regular Meeting of the Township Council to be held in the Council Chamber at the Berkeley Heights Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ, on **October 6, 2026 at 6:30 p.m.**, or as soon thereafter, as said matter can be reached. At which time and place, all persons who are interested therein will be given an opportunity to be heard and ask questions concerning the same.

During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available at no cost in the Municipal Clerk's office in said Municipal Complex, 29 Park Avenue, Berkeley Heights, NJ 07974, and to the members of the general public who shall request the same.

**Angela Lazzari
Township Clerk**

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF FINAL ADOPTION

Ordinance 2026-22

ORDINANCE AMENDING CHAPTER 10.08, "THROUGH STREETS, STOP INTERSECTIONS, TRAFFIC CONTROL SIGNALS AND CROSSWALKS," OF THE TOWNSHIP CODE TO REFLECT STOP INTERSECTIONS AT ALL APPROACHES AT WASHINGTON STREET AND BERKELEY AVENUE

I, Angela Lazzari, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above titled Ordinance was adopted on Final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on October 6, 2026.

Angela Lazzari, RMC
Township Clerk

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated **10/6/2026**, in the amount of **\$1,756,715.28** 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 October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2025 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations; and

WHEREAS, the members of the governing body have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Township Council of the Township of Berkeley Heights, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL AUDIT
GROUP AFFIDAVIT FORM
NO PHOTO COPIES OF SIGNATURES**

STATE OF NEW JERSEY
COUNTY OF UNION

We, members of the governing body of the Township of Berkeley Heights, in the County of Union, being duly sworn according to law, upon our oath depose and say:

1. We are duly elected members of the Mayor and Council of the Township of Berkeley Heights in the County of Union;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2025;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

(L.S.) Angie D. Devanney, Mayor

(L.S.) Andrew Moran

(L.S.) John Foster

(L.S.) Susan Poage

(L.S.) Margaret Illis

(L.S.)

(L.S.) Bill Machado

(L.S.)

(L.S.) Alvaro Medeiros

(L.S.)

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

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

RESOLUTION

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to cause an annual audit of its books, accounts and financial transactions to be made and completed within six months after the close of its fiscal year; and

WHEREAS, the auditing firm of Suplee, Clooney & Company, LLC. has completed their audit of the Financial Statements and Supplementary Data of the Township of Berkeley Heights for the year ended December 31, 2025; and

WHEREAS, the audit for calendar year ending December 31, 2025 was presented to the governing body; and

WHEREAS, the auditing firm of Suplee, Clooney & Company, LLC. has made recommendations as a result of that audit; and

WHEREAS, the Corrective Action Plan shall cover all findings and recommendations, including state, federal, and general or financial statement findings in the audit report; and

WHEREAS, the Chief Financial Officer shall prepare said Corrective Action Plan with the assistance from other officials affected by the audit recommendations; and

WHEREAS, the Corrective Action Plan must be approved by the governing body of the local unit and is to be submitted to the Division of Local Government Services no later than sixty (60) days from the receipt of the audit report.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, County of Union, that the attached 2025 Annual Audit Corrective Action Plan submitted by the Chief Finance Officer is hereby approved.

BE IT FURTHER RESOLVED, that a certified copy of the 2025 Corrective Action Plan be sent to the Chief Financial Officer and filed with Division of Local Government Services via the Financial Automated Submission Tracking (FAST) System.

2025 ANNUAL AUDIT- CORRECTIVE ACTION PLAN

Finding/Condition:

*That Current Fund General Ledger be adequately maintained and reconciled to the subsidiary ledgers on a timely basis.

Recommendation:

The Current Fund General Ledger be maintained on a timely basis and tax reports and other department receipts are reconciled monthly.

Explanation & Corrective Action:

The former Tax Collector failed to provide accurate monthly reports to the Chief Financial Officer (CFO). Additionally, miscellaneous department receipts were not consistently reconciled to revenue accounts. The current Tax Collector now submits timely monthly reports to enable the CFO to maintain the General Ledger. The CFO will perform monthly reconciliations of all department reports to the subsidiary ledgers.

Implementation Date: On-going

Finding/Condition:

*That a complete encumbrance accounting system be maintained in accordance with N.J.A.C. 5:30-5.2.

Recommendation:

That no department places an order or commits Township funds without a proper encumbrance.

Explanation & Corrective Action:

The Township has not maintained a complete encumbrance accounting system in accordance with the minimum requirements as promulgated by the Division of Local Government Services. Several purchase orders are processed as confirming orders. This is where goods and services have been received, or services rendered prior to the issuance of a purchase order. Departments will be reminded of this requirement and confirming orders are not acceptable.

Implementation Date: On-going

Finding/Condition:

*That an analysis of the balance on account in the Payroll Agency account be properly maintained.

Recommendation:

That an analysis of the balance on account in the Payroll Agency be properly maintained and reconciled to the balance on deposit in the Payroll Agency bank account.

Explanation & Corrective Action:

While separate payroll deductions are currently posted during each cycle, individual subaccounts were not reconciled on a timely basis to detect and correct errors. Subaccount ledger balances are now actively reconciled to the Payroll Agency bank deposit on a timelier, regular basis to ensure exact alignment.

Implementation Date: On-going

*Prior Year Recommendations

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

**AUTHORIZING THE TOWNSHIP OF BERKELEY HEIGHTS TO EXECUTE A SHARED SERVICES
AGREEMENT WITH THE COUNTY OF UNION FOR PRINT SHOP SERVICES**

WHEREAS, the County entered into an agreement, NJ State Contract No. 40469, 25-COMG-104259, with Xerox Corporation for a period of five (5) years from April 1, 2026 through March 31, 2031, to provide professional document management and daily operation services, including the procurement of equipment and labor to operate the County's Print Shop ("Print Shop"); and

WHEREAS, the Print Shop offers and includes services such as copying and printing documents, forms, brochures, booklets, newsletters, letterhead and other materials used by various County departments and Constitutional Officers for advertising services, facility hours and other items necessary to keep the public informed; and

WHEREAS, the County's employees also use the Print Shop for ordering paper, letterhead, envelopes, forms, business cards, memo pads and other such items needed for its day-to-day operations; and

WHEREAS, the County desires to extend the Print Shop services to all municipalities within Union County as a "shared service" pursuant to N.J.S.A. 40A:65-4; and

WHEREAS, the purpose of this Shared Services Agreement is to establish terms and conditions to order, approve, pick up and utilize the services offered by the County Print Shop for the Municipality's own needs in conducting its day-to-day operations, for advertising and informing their constituents; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Mayor and Township Clerk are authorized to execute the Shared Services Agreement for Printing Services with the County of Union in substantially the form attached hereto, for a term to expire on December 31, 2031.

BE IT FURTHER RESOLVED that this Resolution shall be ratified back to April 1, 2026.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

SHARED SERVICES AGREEMENT FOR PRINTING SERVICES

THIS SHARED SERVICES AGREEMENT ("Agreement"), is entered into on this _____, by and between the **COUNTY OF UNION**, a body politic of the State of New Jersey, located at the Union County Administration Building, 10 Elizabethtown Plaza, Elizabeth, New Jersey 07207 ("County") and **TOWNSHIP OF BERKELEY HEIGHTS**, located at 29 Park Avenue, Berkeley Heights, New Jersey 07922 ("Municipality").

WHEREAS, the County entered into an agreement, NJ State Contract No. 40469, 25-COMG-104259, with Xerox Corporation for a period of five (5) years from April 1, 2026 through March 31, 2031, to provide professional document management and daily operation services, including the procurement of equipment and labor to operate the County's Print Shop ("Print Shop"); and

WHEREAS, the Print Shop offers and includes services such as the copying and printing of documents, forms, brochures, booklets, newsletters, letterhead and other materials used by various County departments and Constitutional Officers for advertising services, facility hours and other items necessary to keep the public informed; and

WHEREAS, the County's employees also use the Print Shop for ordering of paper, letterhead, envelopes, forms, business cards, memo pads and other such items needed for its day-to-day operations; and

WHEREAS, the County desires to extend the Print Shop services to all municipalities within Union County as a "shared service" pursuant to N.J.S.A. 40A:65-4; and

WHEREAS, the purpose of this Shared Services Agreement is to establish terms and conditions to order, approve, pick up and utilize the services offered by the County Print Shop for the Municipality's own needs in conducting its day to day operations, for advertising and informing their constituents; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

County of Union's Obligations:

1. The County shall offer to the Municipality the services of the Print Shop on a per order basis. There is no up-front or other fee in which the Municipality must pay for electing to participate in this shared service.
2. The County shall have the option to change, modify or remove, at any time, any items offered for order, and their associated prices at the County's sole discretion.

3. All of the services rendered by and on behalf of the County shall be performed using reasonable efforts so that each order placed is completed in a timely manner. However, the County is not responsible for any delays caused by circumstances beyond its control whether foreseeable or unforeseeable.

Municipality's Obligations:

1. The Municipality consents and agrees to follow the below procedure for placing orders with the Print Shop:
 - a) The Municipality will file a request with the County Print Shop Point of Contact ("County POC").
 - b) The Municipality will complete any necessary forms required by the County POC, to memorialize the order submission.
 - c) The County POC will draw up a quote outlining each job, quantity requested and associated pricing for approval by the Municipality.
 - d) Once the quote is approved, the Municipality will submit a Purchase Order Number and/or copy of a Purchase Order to the County POC guaranteeing payment.
 - e) The County POC will draw up any necessary drafts or proofs and will forward to the Municipality for approval.
 - f) Once the Municipality approves any necessary draft(s) or proof(s), the County POC will submit the total order for processing.
 - g) The County POC will notify the Municipality when the order is completed and ready for pick up.
2. The Municipality agrees to be invoiced for each order placed with the Print Shop. Each invoice will be generated by the County POC and will be sent via e-mail to the contact person provided by the Municipality.
3. The Municipality agrees to remit payment to the County within thirty (30) days of receipt of the County invoice.
4. The Municipality shall pickup each order within seven (7) days of being notified by the County POC, that the order is complete and available for pickup. The Municipality is solely responsible for order pick up.

General Terms:

1. This Agreement shall commence on April 1, 2026 and terminate on March 31, 2031, to run concurrently with the County's contract with Xerox Corporation, NJ State Contract No. 40469, 25-COMG-104259.
2. Either party may terminate this Agreement at any time upon giving thirty (30) days written notice to the other party.
3. Municipality shall defend, indemnify and hold harmless the County, its Board of County Commissioners, officers, directors, volunteers, employees, and agents from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and

expenses (including reasonable attorney's fees) arising from or in connection with the Municipality's breach of its obligations and any negligent actions and/or omissions and willful misconduct of the Municipality, its officials, officers, directors, volunteers, contractors, employees and agents under this Agreement. This paragraph shall survive the expiration or termination of this Agreement.

4. Municipality shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Municipality, its officials, officers, directors, volunteers, contractors, employees and agents.

Coverage shall be at least as broad as:

- a) Commercial General Liability (CGL): Coverage on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The County of Union, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds.
 - b) Automobile Liability: Coverage for all owned, hired, or non-owned automobiles used in connection with this Agreement with limits no less than \$1,000,000 per accident for bodily injury and property damage.
 - c) Workers' Compensation: as required by the State of New Jersey, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
5. The Parties represent and warrant that:
 - a) They are fully authorized to enter into this Agreement; and
 - b) They have taken all necessary and internal actions to duly approve the making and performance of this Agreement and that no further action is necessary.
 6. No term or provision of the Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself or a waiver or consent to any subsequent breach.
 5. This Agreement constitutes a single integrated written contract expressing the entire agreement between and among the Parties relating to the subject matter of this Agreement. No promises, inducements or considerations have been offered or accepted except as set forth herein. This Agreement supersedes any prior oral or written agreements, understanding, discussions, negotiations, offers or judgment, or statements concerning the subject matter hereof. No amendment, modification or addendum shall be effective unless in writing dated subsequent to the date hereof and executed by all of the Parties.
 6. A copy of this Agreement shall be filed with the Division of Local Government Services in the New Jersey Department of Community Affairs pursuant to N.J.S.A. 40A:65-4(b).

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all together shall be deemed one and the same.
8. This Agreement shall be governed by the laws of the State of New Jersey.
9. All notices, requests, demands, and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered by a nationally recognized overnight courier (e.g., Federal Express, UPS, Airborne Express, etc.) or if mailed simultaneously by regular mail and certified mail, return receipt requested, postage prepaid, to the addresses shown below unless said addresses shall be changed by notice given pursuant to this Agreement, or by fax or email.

a. Notices to the County shall be given to:

County of Union
Department of Engineering, Public Works and Facilities Management
2325 South Avenue
Scotch Plains NJ 07076
Attn: Director

with a copy of the notices sent to:

County of Union
Union County Administration Building
10 Elizabethtown Plaza
Elizabeth, NJ 07207
Attn: County Counsel

b. Notices to the Municipality shall be given to:

Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, New Jersey 07922
Attn: Barbara Russo

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

COUNTY OF UNION

James E. Pellettiere, Clerk
Union County Board of County Commissioners

BY: _____
Edward T. Oatman
County Manager

APPROVED AS TO FORM:

Bruce Bergen, Esq.
County Counsel

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Angela Lazzari, Clerk

BY: _____
Angie Devanney
Mayor

APPROVED AS TO FORM:

Scott Salmon, Esq.
Township Attorney

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

RESOLUTION

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA GROUP FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE WATERSHED ASSESSMENT REPORT- PHASE 2 OF
THE WATERSHED IMPROVEMENT PLAN**

WHEREAS, the Township of Berkeley Heights is in need of contracting for professional engineering services for the **Watershed Assessment Report** required as Phase 2 of the Watershed Improvement Plan; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires a resolution authorizing the award of the contract for professional services without competitive bid and that the contract itself must be available for inspection; and

WHEREAS, on January 7, 2026, Neglia Group was deemed qualified to provide professional general engineering services to the Township of Berkeley Heights as part of a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5; and

WHEREAS, Neglia Group has provided proposal dated September 25, 2026, to provide professional engineering services for the **Watershed Assessment Report** required as Phase 2 of the Watershed Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that the Mayor is hereby authorized to execute to an agreement with Neglia Group for professional engineering services for the **Watershed Assessment Report** required as Phase 2 of the Watershed Improvement Plan, at a fee **not to exceed \$86,100.00**, pursuant to their proposal dated September 25, 2026.

BE IT FURTHER RESOLVED, that this contract is awarded without competitive bids as a "professional services contract" in accordance with N.J.S.A. 40A:11-5(1)(a)(I) of the Local Public Contracts Law and pursuant to a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et seq.

BE IT FURTHER RESOLVED, that the Chief Finance Officer of the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount **not to exceed \$86,100.00** from account # C-04-26-007-E03, Ord 26-07 - Engineer - Stormwater permit.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: September 25, 2026

TO: Ms. Liza Viana, Township Administrator
Municipal Building
Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, NJ 07922

FROM: Thomas R. Solfaro, P.E., C.M.E., C.P.W.M.
Michael J. Gormley, E.I.T.

RE: **Proposal for Professional Engineering Services**
Watershed Assessment Report – Phase 2 of Watershed Improvement Plan
Township of Berkeley Heights, Union County, New Jersey

Description of Services: See attached Scope of Services

Requested By: Township of Berkeley Heights

Date of Request: September 2026

This agreement, when approved by the **Township of Berkeley Heights** will be completed as follows:

1. On a lump sum basis for a cost of **Eighty-Five Thousand Six Hundred Dollars and Zero Cents (\$85,600.00)** representing Phase I – Professional Engineering Services (as detailed below).
2. On a material basis in accordance with our attached schedule of fees for a cost not to exceed **Five Hundred Dollars and Zero Cents (\$500.00)** representing Phase II – Reimbursable Expenses.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return it to our office to serve as our notice to proceed or provide a resolution of approval, accepting the terms of this proposal.

I. BACKGROUND

Neglia Group (Neglia) has received the following request to provide Professional Engineering Services for the above-referenced project. The Township of Berkeley Heights, along with all other municipalities in the State of New Jersey, must prepare a Watershed Improvement Plan ("WIP") to comply with the requirements of the NJDEP Tier A Municipal Stormwater General Permit, which authorizes the discharge of stormwater from small municipal separate storm sewer systems (MS4) into local waterbodies.

LYNDHURST
34 Park Avenue
PO Box 426
Lyndhurst, NJ 07071
p. 201.939.8805 f. 201.939.0846

MOUNTAINSIDE
200 Central Avenue
Suite 102
Mountainside, NJ 07092
p. 201.939.8805 f. 732.943.7249

The purpose of the WIP is to identify opportunities to improve water quality, reduce MS4 contribution of pollutants to waterbodies with impairments and Total Maximum Daily Loads (TMDLs), and to address stormwater flooding to protect human health and safety, and the environment. There are many water quality impairments and resulting TMDLs that affect subwatersheds in every municipality across New Jersey. There are 958 subwatersheds in New Jersey, described as HUC14s, and are identified by their 14-digit Hydrologic Unit Codes. Each subwatershed may have multiple TMDLs and impairments for various parameters, such as Fecal Coliform, Total Phosphorous (TP), Total Suspended Solids (TSS), Dissolved Oxygen (DO), E. coli, Nitrogen, pH, Total Dissolved Solids (TDS), Temperature, Turbidity, Polychlorinated Biphenyls (PCBs), Volatile Organic Compounds (VOCs), and metals. Some of these impairments affect fish and aquatic biota, the intakes that supply our drinking water, and the rivers and coastal waters where many of us swim. At least a portion of every town in the state has a TMDL, an impairment, or the vast majority have both. Some of these waters have no other discharges into them other than stormwater runoff.

The MS4 permit requires that municipalities develop or take part in the development of a regional WIP to identify water quality and quantity problems affecting their subwatersheds and determine what improvements can be made to reduce their contribution. The Department recognizes that some sources of pollution and flooding are beyond a permittee's jurisdiction, such as farmland, or county/state/federal properties, but this exercise will help identify those sources.

The WIP is organized into the following three phases:

- A. Phase 1 – Complete a stormwater inventory by mapping required MS4 features.
- B. Phase 2 – Evaluate the information found in the first phase to determine what potential improvement projects may be implemented to address water quality and quantity concerns.
- C. Phase 3 – Identify which of the potential water quality and quantity improvement projects will be chosen to be implemented and on what schedule.

Phase 1 of the WIP (also known as the Watershed Inventory Report) was previously prepared by our office and submitted to the NJDEP in 2025. Currently, Phase 2 of the WIP (identified as the Watershed Assessment Report) must be completed and submitted to the NJDEP no later than January 1, 2027. Therefore, we respectfully request that this proposal be authorized no later than mid-2026 to ensure that sufficient time is provided to prepare and submit this NJDEP-required document.

II. SCOPE OF SERVICES

A. PHASE I — PROFESSIONAL ENGINEERING SERVICES

Neglia will perform the following services as they relate to the preparation of the Watershed Assessment Report for the Watershed Improvement Plan. This is the second phase of the WIP, which will include electronic maps along with the other items listed below:

1. An assessment of potential water quality improvement projects by sub-watershed and parameter.
2. An estimate of the percent reduction in loading of the TMDL/impaired parameters due to project(s) in Item 1 above.
3. Attendance at up to two (2) public information sessions. Additional meeting attendance will be billed in accordance with our fee schedule provided below, without further authorization.
4. A summary of feedback from public information sessions.
5. An estimate of funding needs for each project, and identification of potential funding sources, including the New Jersey Water Bank (NJWB), the formation of an SWU, using 319 grants, and FEMA BRIC grants.
6. An estimate of an implementation schedule.

Please note that the Township is required to post the Watershed Assessment Report along with an announcement of a sixty (60) day comment period on the Township website for formal public input.

Additionally, please note that the scope of work included within this proposal includes preparation of the above-referenced items by the stipulated deadline of January 1, 2027. Please understand that our office would be required to be authorized during mid-2026 to satisfy this deadline.

B. PHASE II — ESTIMATED REIMBURSABLE EXPENSES

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, NJDEP Land Use Application Fees as specifically noted, and courier service. We have provided an estimated budget for reimbursable expenses for this project which are in addition to the lump sum illustrated on page one of this proposal. Should Neglia Group not require this budget for reimbursable expenses, we will not invoice the full budget amount. If additional reimbursable expenses are required, we will invoice your office on an as-needed basis after authorization is received/without further authorization required.

Should any sub-consultants be required for this project, Neglia Group will receive prior approval and invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All police traffic protection, filing, review, processing, and application fees will be provided by your office and have not been included in the budget of this proposal.

III. DELIVERABLES

We will provide all documents referenced above to the Township which includes one (1) hard copy of the Watershed Assessment Report. We will also provide the same electronically to NJDEP. Please see below for mass reproductions.

IV. ANTICIPATED TIME FRAME

Neglia Group is prepared to start the services described immediately, upon receipt of a signed copy of this agreement and the General Conditions. The scope of work included within this proposal includes preparation of the above-referenced items by the stipulated deadline subject to being authorized a minimum of ninety (90) business days excluding holidays before the stipulated NJDEP submission date. Please understand that our office must be authorized during mid-2026 to satisfy this deadline.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. It shall be noted that these budgets do not include any regulatory, submission, material testing, etc. fees.

VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include a geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, Phase I audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDOT permitting unless otherwise mentioned within the Scope of Services section of this proposal. This proposal does not include mechanical engineering or plumbing engineering unless otherwise noted. Meeting time is portal to portal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for the municipal and regulatory review submittals, express mailings, mileage, and courier service. All reimbursable expenses will be invoiced in addition to any lump sum or time and material budgets as illustrated on page one of this proposal. We will invoice your office on an as needed basis without further authorization required for all expenses. Should any subconsultants be required for this project, Neglia Group will invoice your office at cost plus ten percent. The ten percent cost adjustment has been provided as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available if requested. All filing, review, processing, and application fees will be provided by your office.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I — METHOD OF CHARGING AND PAYMENT CONDITIONS:

Compensation for the engineering and related Services ("Services") to be provided by Neglia Group ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia shall periodically submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II — PROFESSIONAL RESPONSIBILITY:

Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily

exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III — LIMITATIONS OF LIABILITY:

The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV — INDEMNIFICATION:

If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V — INSURANCE:

Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI — FORCE MAJEURE:

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII — TERMINATION AND SUSPENSION OF WORK:

The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms

hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia an additional ten percent (10%) of the total fee earned by Neglia.

ARTICLE VIII — REUSE OF DOCUMENTS:

All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses, and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX — CONTROLLING LAW:

Any element of this Agreement held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X — SUCCESSORS AND ASSIGNS:

Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI — ARBITRATION:

All claims, counterclaims, disputes, and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction,

power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs).

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia Group, by placing to Neglia disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for Neglia to enter upon public and private property, as required for Neglia to perform services.
3. Client shall be responsible for such legal services as Client may require or Neglia may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, Neglia will have no liability to anyone if referenced points set by Neglia have not been preserved. Neglia field notes will govern in any dispute.
5. Client understands that Neglia cannot, and does not, assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from Neglia by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agreed upon. Neglia will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause Neglia to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to Neglia before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.

The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the **Township of Berkeley Heights**. Please sign one copy of this proposal and return same to this office to serve as our notice to proceed.

Thank you for affording us the opportunity to be of service. We look forward to working with the Township of Berkeley Heights on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Group



Thomas R. Solfaro, P.E., C.M.E., C.P.W.M.
Office of the Township Engineer
Neglia Group

Attachments: Municipal Rates - Berkeley Heights Contract

Accepted this _____ day of _____ 2026

By: _____

Title: _____

Project Title: Watershed Assessment Report – Phase 2 of Watershed Improvement Plan

\\Nea-file02\WDOX\MUNI\BERK\BERKADM26001\PROPOSAL\00628614.DOCX

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

RESOLUTION

**RESOLUTION AUTHORIZING A CONTRACT WITH SHERWOOD LOGAN & ASSOCIATES FOR THE
PURCHASE & INSTALLATION OF DIGESTER GAS ACCUMULATORS FOR THE TOWNSHIP'S
WASTEWATER TREATMENT PLANT**

WHEREAS, the Township of Berkeley Heights (the "Township") Wastewater Treatment Plant has a need to replace three (3) Varec condensate gas accumulators for the digester gas system; and

WHEREAS, N.J.S.A. 40A:11-5, (1) (gg) allows an exception to the Local Public Contracts Law, and without advertising for bids, a municipality can award "a contract for the designing, financing, construction, operation, or maintenance, or any combination thereof, of a wastewater treatment system as defined in subsection (19) of section 15 of P.L.1971, c. 198 (C.40A:11-15), or any component part or parts thereof, including a water filtration system as defined in subsection (16) of section 15 of P.L.1971, c. 198 (C.40A:11-15)[,]"; and

WHEREAS, Sherwood Logan & Associates, 2140 Renard Court, Annapolis, MD, 21401, provided a proposal dated September 15, 2026, for the purchase of three (3) Varec condensate gas accumulators for the digester gas system for the Township of Berkeley Heights Wastewater Treatment Plant; and

WHEREAS, the Township Council wishes to purchase award a contract to **Sherwood Logan & Associates** for the purchase of three (3) Varec condensate gas accumulators, for an amount **not to exceed \$59,480.00**.

NOW, THEREFORE BE IT RESOLVED that the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes the purchase of three (3) Varec condensate gas accumulators from **Sherwood Logan & Associates** for an amount **not to exceed \$59,480.00**, pursuant to their proposal dated September 15, 2026.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$45,390.00** from account # **C-04-26-007-C05 - Ord 26-07 - Sewer - Equipment** and **\$14, 090.00** from account # **C-04-26-007-C06 – Ord 26-07 – Sewer - Rapid Pump**, for a total not to exceed **\$59,480.00**.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



Sherwood Logan & Associates

2140 Renard Court
Annapolis, MD, 21401
732.877.8781

15-Sep-26	REF: Varec Gas Safety Equipment
Allen Kennedy	
Berkley Heights	

Item	Part Number	Description	Unit Price	Quantity	Total Price
1	233 06 FE C	Condensate Drip Trap - 6-inch	\$ 17,143.00	3	\$ 51,429.00
2	218.1	Sight Glass	\$ 1,857.00	3	\$ 5,571.00
3		Documentation	\$ 1,000.00	1	\$ 1,000.00
4		Freight	\$ 1,480.00	1	\$ 1,480.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL:					\$ 59,480.00

Terms:	NET 30
Freight:	FOB Factory - Pre-Paid
Drawings:	Not Required
Shipment	8 Weeks after Receipt of Order

Sherwood Logan Associates

Annapolis, MD.....Langhorne, PA.....Richmond, VA.....South Amboy, NJ.....Wilton, CT

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

RESOLUTION

WHEREAS, there appears on the tax records overpayment as shown below and the Collector of Taxes recommends the refund of such overpayment.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Berkeley Heights, after proper notation on the tax account records by the Tax Collector, that the proper officers be and they are hereby authorized and directed to issue checks refunding such overpayment as shown below:

REASON:

- | | |
|----------------------|-------------------------------|
| 1. Incorrect Payment | 6. Tax Appeal County Board |
| 2. Duplicate Payment | 7. Tax Appeal State Tax Court |
| 3. Senior Citizen | 8. 100% Disabled Veteran |
| 4. Veteran Deduction | 9. Replacement Check |
| 5. Homestead Rebate | 10. Reduced Assessment |
| | 11. Other |

Block/Lot	Property Address	Refund To	Refund Amount	Year	Reason
1301/ 14.02	80 INDUSTRIAL RD	PRINCETON AIR CONDITIONING, LLC	\$12,674.75	2026	2
3506/ 9	155 OVERHILL WAY	RATE TITLE AGENCY	\$6,446.84	2026	2

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Tax Collector.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

BE IT HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, in meeting assembled, that the following be appointed to the **BERKELEY HEIGHTS PUBLIC LIBRARY BOARD**.

NAME	MEMBER TYPE	EXPIRATION
David Sankel	General	12/31/2029 (<i>unexpired term</i>)

APPROVED this 6th day of October 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Berkeley Heights Fire Department has requested permission to close Hamilton Avenue, west of Roosevelt Avenue, to Plainfield Avenue, on Friday, November 13, 2026, from 10:00 a.m. to 2:30 p.m. to allow for training with water tenders; and

WHEREAS, this road closure would be during school hours; and

WHEREAS, the training will focus on how to obtain water at a fire scene when there are no fire hydrants or there is a failure of the water system; and

WHEREAS, the Township Council wishes to authorize this closure because it is in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey authorizes the closure of Hamilton Avenue, west of Roosevelt Avenue, to Plainfield Avenue, on Friday, November 13, 2026, from 10:00 a.m. to 2:30 p.m. to allow the Berkeley Heights Fire Department to train with water tenders; provided that it complies with all conditions imposed by the Township Police Department and Rescue Squad.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to the Police Department, Fire Department, and Rescue Squad.

Approved this 6th day of October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, Garden State Fireworks has requested permission to hold a fireworks display during the Berkeley Heights Tree Lighting event on **Saturday, December 5, 2026**, in **Santore Field at Veterans Park**, between 6:00 p.m. and 7:00 p.m.; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such displays 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 the forementioned fireworks display as requested 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.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to Garden State Fireworks, the Berkeley Heights Police, Fire Department, and Rescue Squad.

Approved this 6th day of October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, Garden State Fireworks has requested permission to hold a fireworks display at midnight on **New Year's Eve, December 31, 2026**, at the **Mount Carmel Field**; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such displays 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 the forementioned fireworks display as requested 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.

BE IT FURTHER RESOLVED that copies of this resolution are to be forwarded to Garden State Fireworks, the Berkeley Heights Police, Fire Department, and Rescue Squad.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, a request was made requesting permission from the Township Council to hold a neighborhood block party on **Branko Road / North Road**, on **Saturday, October 17, 2026**, from **2:00 p.m. - 6:00 p.m.**, which would involve erecting barricades on a public street; and

WHEREAS, the Township Council wishes to support the request for a neighborhood block party subject, however, to the special requirements of the appropriate local Township Officials.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that it does hereby approve a neighborhood block party on **Branko Road / North Road**, on **Saturday, October 17, 2026**, from **2:00 p.m. - 6:00 p.m.**

BE IT FURTHER RESOLVED that a copy of this Resolution is to be forwarded to the Department of Public Works.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
COUTO				
FOSTER				
ILLIS				
MACHADO				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

**AUTHORIZING A CHANGE ORDER FOR THE CONTRACT WITH DELL-TECH INC. FOR THE PHASE
II-EXTERIOR RESTORATION & STRUCTURAL STABILIZATION PROJECT**

WHEREAS, Resolution 2026-257 authorized The Township of Berkeley Heights ("Township") and Dell-Tech Inc. ("Contractor") to enter into a contract following a public advertisement for bids for the Phase II-Exterior Restoration & Structural Stabilization project at the Littell-Lord Farmhouse for a total amount of \$395,900.00; and

WHEREAS, due to revealed or unforeseen conditions there is additional work required totaling \$8,808.29, which reflects an increase of 2.22% of the contract amount, bringing the amended contract amount to \$404,708.29; and

WHEREAS, by Change Order #1 dated August 19, 2026, the Township Administrator has recommended processing of the change order.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, of the Township of Berkeley Heights, County of Union, that it hereby approves Change Order No. 1, dated August 19, 2026, which increases the contract amount by **\$8,808.2900**, a 2.22% increase, for a new contact total of **\$404,708.29**.

BE IT FURTHER RESOLVED, that the Chief Financial Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds will be available in an amount not to exceed **\$8,808.29**, from account # **G-02-20-175-127 - NJ Historical 2024**.

BE IT FURTHER RESOLVED, that this Resolution to take effect immediately.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



MEMORANDUM

VIA E-MAIL

DATE: 19 August 2026

TO: Liza Viana
Berkeley Heights Administrator

FROM: Thomas B. Connolly, AIA
Principal Architect

RE: **BULLETIN NO. 1 - UPDATE**
Phase II: Exterior Restoration
Littell-Lord Farmhouse
Berkeley Heights, New Jersey 07922

ARCHITECT'S PROJECT NO.: 2517C

C: Ziggy Rabiega, President, Dell-Tech Inc.

Due to revealed or unforeseen conditions, the Owner has requested that the following additional work may be necessary. Provide a cost for the work item listed below that may be added to the contract.

1. Lightly surface prepare (scrape), prime bare spots and one-coat finish paint the east-elevation wood siding and trim at the main core only. Provide all labor and material to perform this work.

COST : \$ 5,784.48

2. Lightly surface prepare (scrape), prime bare spots and one-coat finish paint the west-elevation wood siding and trim at the second-floor main core, above the period kitchen asphalt shingle roof. (See attached photo). Provide all labor and material to perform this work.

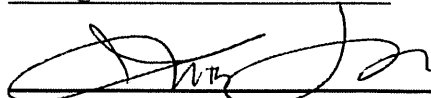
COST : \$ 2,892.24

3. Lightly surface prepare (scrape), prime bare spots and one-coat finish paint the entire north (rear) elevation wood siding and trim. Provide all labor and material to perform this work.

COST : \$ 8,808.29

Additional contract time, if any, required to perform this work 4 calendar days.

This memo is to request pricing which may change the Contract. This is not an authorization to proceed. This Bulletin may result in a change in Work. For your convenience, please fill out this sheet, sign the bottom of the page and e-mail it to mirek@chhistoricalarchitects.com.

 DATE 09/28/26
Ziggy Rabiega, Dell-Tech Inc.

One South Union Avenue
P.O. Box 1726
Cranford, NJ 07016
973.746.4911 tel.
info@chhistoricalarchitects.com
chhistoricalarchitects.com

ARCHITECTURAL DESIGN
HISTORIC PRESERVATION
REHABILITATION
CULTURAL RESOURCE
MANAGEMENT

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights, pursuant to N.J.S.A. 40A:11-12a and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of the Treasury; and

WHEREAS, the Township of Berkeley Heights intends to enter into contracts with: Axon Enterprise, Inc., of 17800 N 85th Street, Scottsdale, AZ 85255 through this resolution and properly executed contract, which shall be subject to all the conditions applicable to the current State Cooperative Purchasing contracts;

WHEREAS, Axon Enterprise, Inc. Scottsdale, has provided quote Q-870903-004 for a period of 5 years as is more specifically set forth in the Master Services and Purchasing Agreement attached hereto and made a part hereof; and

WHEREAS, the Chief of Police has recommended that a contract be awarded to **Axon Enterprise, Inc.**, in an amount not to exceed \$175,000.00 for the purchase of police body and fleet cameras and related equipment, maintenance and software for the period of 5 years; and

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights as follows:

1. That this contract for the purchase of police fleet cameras, related equipment, maintenance and software, as more specifically is set forth in the Master Services and Purchasing Agreement attached hereto and made a part hereof, through New Jersey State Cooperative Purchasing Contract# is *T0106/17-FLEET-00738*.
2. That the Mayor and Clerk are hereby authorized to execute a contract to Axon Enterprise, Inc. Scottsdale, Arizona in the form and substance as is attached hereto in the amount not to exceed \$34,859.24 for Year 1 and \$140,140.76 for Years 2 through 5 subject to availability of funds for those budget years.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount **not to exceed \$34,859.24** from account # **6-01-25-240-044 - PD- Annual Maintenance Contracts, for Year 1 and \$140,140.76 for Years 2 through 5**, subject to the availability of funds for those budget years.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



Axon Enterprise, Inc.
17800 N 85th St, Scottsdale, Arizona 85255, United States
VAT: 86-0741227
Domestic: (800) 978-2737 | International: +1 800.978.2737

Q-870903-004

Acct: 483128

Issued
Expires
Payment Terms
Mode of Delivery

Oct 1, 2026
Oct 8, 2026
N30
AUTO-GND

Berkeley Heights Police Dept. - NJ

Currency: USD

CUSTOMER DETAILS			
SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Berkeley Heights Police Dept. - NJ	Berkeley Heights Police Dept. - NJ	Kathryn Geen	Brian Nigro
29 Park Ave	29 Park Ave	Email: kgeen@axon.com	Phone: (908) 801-2120
Berkeley Heights, NJ	Berkeley Heights, NJ		Email: bnigro@bhpolice.org
07922-1421	07922-1421		
USA	USA		

QUOTE SUMMARY		DISCOUNT SUMMARY	
Program Length	60 Months	MSRP	\$236,804.20
Contract Start	Oct 15, 2026	Total Savings	\$61,804.20
Contract End	Oct 14, 2031		
TOTAL CONTRACT			
Net Total	\$175,000.00		
Est. Tax	\$0.00		
Total Contract Value	\$175,000.00		

PAYMENT SUMMARY			
DATE	SUBTOTAL	EST. TAX	TOTAL
Oct 15, 2026	\$34,859.24	\$0.00	\$34,859.24
Oct 15, 2027	\$35,035.19	\$0.00	\$35,035.19
Oct 15, 2028	\$35,035.19	\$0.00	\$35,035.19
Oct 15, 2029	\$35,035.19	\$0.00	\$35,035.19
Oct 15, 2030	\$35,035.19	\$0.00	\$35,035.19
Total	\$175,000.00	\$0.00	\$175,000.00

SUMMARY PRICING FOR TERM

ITEM	DESCRIPTION	QTY	TERM (START)	UNBUNDLED	LIST PRICE	NET PRICE	SUBTOTAL	EST. TAX	TOTAL
TRANSFER BALANCE									
100552	Transfer Balance - Goods	1	—	—	\$1.00	\$130.86	\$130.86	\$0.00	\$130.86
100553	Transfer Balance - Software and Services	1	—	—	\$1.00	-\$1,080.76	-\$1,080.76	\$0.00	-\$1,080.76
Transfer Balance Total							-\$949.90	\$0.00	-\$949.90
BODY WORN CAMERA									
H00002	Axon Body 4 Multi-Bay Dock Bundle	3	60 (10/2026)	—	\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	1	60 (10/2026)	—	\$1,638.90	\$1,638.63	\$1,638.63	\$0.00	\$1,638.63
H00001	Axon Body 4 Camera Bundle	19	60 (10/2026)	—	\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
CN100147	Axon Body 4 Connected Camera Black US	6	60 (10/2026)	\$1,049.00	\$1,049.00	\$0.00	\$0.00	\$0.00	\$0.00
Body Worn Camera Total							\$1,638.63	\$0.00	\$1,638.63
DIGITAL EVIDENCE MANAGEMENT									
BasicLicense	Basic License Bundle	21	60 (10/2026)	—	\$16.27	\$16.25	\$20,475.00	\$0.00	\$20,475.00
ProLicense	Pro License Bundle	15	60 (10/2026)	—	\$48.82	\$48.75	\$43,875.00	\$0.00	\$43,875.00
73683	Axon Evidence - Storage - 10GB A La Carte	1300	60 (10/2026)	—	\$0.81	\$0.81	\$63,180.00	\$0.00	\$63,180.00
Digital Evidence Management Total							\$127,530.00	\$0.00	\$127,530.00
FLEET									
73390	Axon Fleet - Ericsson Router Transferred Warranty	2	43.5484 (10/2026)	—	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73390	Axon Fleet - Ericsson Router Transferred Warranty	1	49 (10/2026)	—	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80400	Axon Evidence - Fleet Vehicle License	8	60 (10/2026)	—	\$22.57	\$0.00	\$0.00	\$0.00	\$0.00
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	16	60 (10/2026)	—	\$19.20	\$15.97	\$15,329.92	\$0.00	\$15,329.92
11521	Axon Fleet - Ericsson Netcloud Essentials Renewal - 5 Year	5	—	—	\$1,065.00	\$0.00	\$0.00	\$0.00	\$0.00
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	5	—	—	\$213.00	\$0.00	\$0.00	\$0.00	\$0.00
Fleet Total							\$15,329.92	\$0.00	\$15,329.92
FUSUS									
73447	Axon Body - License - Fusus Livestream	35	60 (10/2026)	—	\$16.27	\$14.98	\$31,451.35	\$0.00	\$31,451.35
102815	Axon Body - License - Connected Camera	29	60 (10/2026)	—	\$5.42	\$0.00	\$0.00	\$0.00	\$0.00
Fusus Total							\$31,451.35	\$0.00	\$31,451.35
Total							\$175,000.00	\$0.00	\$175,000.00

DELIVERY SCHEDULE

ESTIMATED SHIPPING DATE: Sep 15, 2026

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

HARDWARE		QTY
71019	Axon Body - Dock Powercord - North America	4
70033	Axon Body - Dock Wall Mount - Bracket Assembly	4
74028	Axon Body - Mount - Wing Clip Rapidlock	21
100466	Axon Body 4 - Cable - USB-C to USB-C	21
100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	25
100206	Axon Body 4 - Dock - Eight-Bay	4
100775	Axon Body 4 - Magnetic Disconnect Cable	21
SOFTWARE		QTY
11521	Axon Fleet - Ericsson Netcloud Essentials Renewal - 5 Year	5
SERVICES		QTY
102769	Axon Body - License - Connected Camera 30 Months	6

ESTIMATED SHIPPING DATE: Oct 15, 2026

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE		QTY
102815	Axon Body - License - Connected Camera	29
73447	Axon Body - License - Fusus Livestream	35
80400	Axon Evidence - Fleet Vehicle License	8
73840	Axon Evidence - License - Basic	21
73746	Axon Evidence - License - Pro	15
73683	Axon Evidence - Storage - 10GB A La Carte	1366
80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	16
WARRANTIES		QTY
73390	Axon Fleet - Ericsson Router Transferred Warranty	3

ESTIMATED SHIPPING DATE: May 1, 2030

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE		QTY
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	2

ESTIMATED SHIPPING DATE: Oct 15, 2030

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE		QTY
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	1

ESTIMATED SHIPPING DATE: May 1, 2031

Shipping Location: 29 Park Ave, Berkeley Heights, NJ, 07922-1421, USA

SOFTWARE		QTY
11641	Axon Fleet - Ericsson Netcloud Essentials Renewal - 1 Year	2

TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract State of New Jersey T0106/17-FLEET-00738 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

STANDARD TERMS AND CONDITIONS**Axon Master Services and Purchasing Agreement:**

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

EXCEPTIONS TO STANDARD TERMS AND CONDITIONS**Rewrite Estimates**

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

10/1/2026

Date Signed

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

RESOLUTION

**A RESOLUTION OF THE BERKELEY HEIGHTS TOWNSHIP COUNCIL ESTABLISHING AND
ADOPTING A COMPLETE AND GREEN STREETS POLICY**

WHEREAS, safe, convenient, accessible, equitable, healthy, and environmentally and economically beneficial transportation for all users is a priority of Berkeley Heights; and

WHEREAS, Complete and Green Streets is a means to provide a comprehensive, integrated, connected multi-modal network of transportation options through planning, design, construction, maintenance, and operation of new and retrofit transportation facilities along the entire right-of-way for all roadway users of all ages and abilities; and

WHEREAS, Complete and Green Streets allow for safe, accessible, and convenient travel, reducing serious injuries and fatalities for all users of the roadway; and

WHEREAS, "all roadway users" include motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods, emergency vehicles, persons with disabilities, older adults; and

WHEREAS, Complete and Green Streets allow for multiple modes of travel, in addition to personal automobiles, so that those who are unable to drive, who cannot afford a car, or choose to reduce their car usage may travel by transit, by bicycle, or on foot safely; and

WHEREAS, Complete and Green Street policies support numerous goals of the Berkeley Heights Township Master Plan and supporting elements; and

WHEREAS, traffic crashes are preventable and Berkeley Heights strives for zero traffic deaths; and

WHEREAS, incorporating Complete Streets design elements (such as traffic calming measures, crosswalks, bike lanes) protects all road users to make our roads safer; and

WHEREAS, Complete and Green Streets that incorporate sustainable Green Streets design elements (such as green stormwater infrastructure, shade trees, and the use of recycled materials) provide a means to protect and create a healthier natural and social environment, improve air and water quality, and reduce localized flooding; and

WHEREAS, Complete and Green Streets implementation provides opportunities to enhance access to local businesses, and to increase property values and employment, especially in our downtown and retail district; and

WHEREAS, Complete and Green Streets encourage an active lifestyle through increased physical activity, social connectivity, and a sense of community belonging, thereby promoting wellness; and

WHEREAS, Complete and Green Streets implementation provides the opportunity to enhance the character of our community in a way that promotes economic and social vitality; and

WHEREAS, a balanced and flexible transportation system where all people can easily and safely walk and bicycle to everyday destinations—such as schools, shops, restaurants, businesses, parks, transit, and jobs—enhances community vitality and livability; and

WHEREAS, implementation of the Complete and Green Streets policy should not negatively impact the affordability of the neighborhood for current residents; and

WHEREAS, the Complete and Green Streets policy applies to new, reconstruction, retrofit, and resurfacing projects, including design, planning, construction, maintenance, and operations, for the entire right-of-way; and

WHEREAS, all initial planning, concept, and design studies of infrastructure projects consider design elements that improve public health, environment, economy, equity, and safety.

NOW THEREFORE, BE IT RESOLVED, the Berkeley Heights Township adopts the Complete and Green Streets Policy attached hereto and made part of this Resolution.

BE IT FURTHER RESOLVED, that copies of this Resolution shall be forwarded to all Berkeley Heights departments within thirty (30) days of the adoption of this Resolution.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

Berkeley Heights Complete and Green Streets Policy

Berkeley Heights shall develop an integrated and connected multimodal transportation system of Complete and Green Streets that serve all neighborhoods and populations. Towards this end:

1. All transportation projects (including roads and sidewalks) shall result in Complete and Green Streets that allow safe, environmentally healthy, economically sound, equitable, accessible, and convenient travel along and across streets for users of all ages and abilities and for all modes of transportation—including motorists, bicyclists, pedestrians, public transportation vehicles and their passengers, delivery trucks and movers of commercial goods, and emergency and first response vehicles. All projects also shall strive to meet the following goals:
 - a. Safety: Eliminate all road fatalities, significantly reduce crash severity and injury, and improve personal safety.
 - b. Environment: Through smart and complete streets designs, improve air and water quality, reduce flooding, mitigate traffic congestion.
 - c. Economic: Stimulate economic prosperity
 - d. Health: Increase physical activity – such as walking and bicycling - and social connectivity with the goal of promoting wellness.
 - e. Equity: Ensure community members have an opportunity to participate in decisions about activities that may affect their environment and/or health. The public's contributions can influence the township's policies and projects.
2. This policy shall apply to all public and/or private transportation projects, including those using funds awarded by federal, state, regional, county, municipal, or any other public agency. This shall include new construction, reconstruction, resurfacing, restoration, repaving, rehabilitation, private development projects, and maintenance of highways, roads, and streets.
3. The Township Administrator, or their designee, and the Township Planner and Engineer shall routinely work in coordination with each other and adjacent jurisdictions, and any relevant advisory committees/teams, to implement Complete and Green Streets policy and to ensure consistency with the Berkeley Heights Master Plan and Elements and any other existing plans such as: Pedestrian/Bicycle/Multimodal Plans, Stormwater Management Plans, Pollution Prevention Plans, and Historic Preservation Plans.
4. Within two years of the effective date of this Policy, the Complete & Green Streets Committee, in consultation with the Township Administration and Township Engineer, shall inventory and audit procedures, policies, plans, documents, training programs, performance measures, and other guidance documents to be consistent with this policy.

The purpose of this audit is to identify areas where tenets of this policy will need to be incorporated. This includes, but is not limited to, funding, planning, designing, operating, and maintaining transportation infrastructure. The Complete & Green Streets Committee and township administration will use this audit to incorporate this policy as updates to its procedures, plans, policies, etc., as they are scheduled.

5. Transportation and Capital Projects and Master Plans shall include, when appropriate, sustainable design elements, including, but not limited to:
 - a. Green stormwater infrastructure practices
 - b. Shade trees and other vegetation
 - c. Rain gardens
 - d. Bioswales
 - e. Permeable pavements.
6. Transportation and Capital projects and Master Plans shall include, where appropriate, pedestrian and bicycle design elements and transit amenities, including but not limited to:
 - a. Curb extensions
 - b. Sidewalks
 - c. Radar feedback signs
 - d. Pedestrian countdown signals
 - e. Pedestrian refuge islands
 - f. Road diets, lane width reductions,
 - g. Chicanes
 - h. Bicycle features such as bike lanes, and bike parking
 - i. Lighting
 - j. Wayfinding
 - k. Pedestrian features such as seating and trash receptacles
 - l. Facilities for bus and ride-share users such as shelters and protected stops
7. Complete and Green Streets shall be designed following a Safe Systems Approach to prioritize the elimination of fatalities and serious injuries by anticipating human error and accommodating human vulnerability.
8. Complete and Green Streets shall be designed using a context-sensitive approach, recognizing that:
 - a. Not all streets require identical treatments;
 - b. Design solutions shall reflect land use, roadway function, traffic speed and volume, environmental constraints, and neighborhood character;
 - c. Road corridors in different parts of town may prioritize separated facilities, shoulders, shared-use paths, and speed management rather than urban curb-and-gutter designs.

9. The Township Planner and Engineer shall utilize the most current editions of guides, manuals, and best practices on street design, historic preservation, construction, operations, and maintenance that apply to bicycle, pedestrian, transit, stormwater, and highway facilities. All utilized manuals, standards, and guidelines shall be made available upon request.
10. The Township Administrator (or their designee) and Township Engineer shall lead the implementation of this Policy and formally coordinate with the Township Planner, Office of Emergency Management, and Police Department, with advice and input from the Complete & Green Streets Committee, Environmental Commission, Senior Advisory Committee, and Planning Board to ensure the successful implementation of the Complete and Green Streets policy.
11. The Complete & Green Streets Committee, in coordination with the Township Administration, shall provide a report on an annual basis to the Township Council to allow them to evaluate implementation of the Complete Street and Green Streets policy. Each annual report shall include a list of ongoing and completed transportation projects during that calendar year. The report will also include exceptions applied to transportation projects pursuant to Exceptions to Complete and Green Streets Requirements herein. All reports shall be made publicly available online.
12. The Complete & Green Streets Committee shall help the Township comply with the Complete and Green Streets Policy and to provide ongoing feedback to the Township Council and Township Administration related to the implementation of the Complete and Green Streets Policy.

Exceptions

1. A transportation project may not be required to accommodate the needs of a particular user group if the Township Engineer determines in writing that:
 - a. The use of the transportation facility by the particular user group is prohibited by law.
 - b. Regulatory compliance requirements preclude accommodations.
 - c. There is a demonstrated absence of both a current and future need to accommodate the category of user (absence of future need may be shown via demographic, school, employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years); and
 - d. The adverse impacts of implementing this Complete and Green Streets Policy significantly outweigh the benefits.

Every effort should be made for roadway project designs to work within the allowed flexibility of the policy and provide safer streets for all users.

2. An exception shall be granted only if:
 - a. A request for an exception is submitted in writing to the township administration, with supporting documentation, and made publicly available; and
 - b. An exception is approved in writing by the Township Engineer, and the written approval is made publicly available.

Effective Date

The Complete and Green Streets Policy shall take effect upon the adoption by the Township Council, provided that it shall not apply to any transportation project for which a preliminary design has been completed on or before the date of adoption.

Key Terms & Definitions

Complete Streets: An integrated transportation network designed to enable safe and convenient travel and access along and across streets for all users of all ages and abilities, including pedestrians, bicyclists, motorists, movers of commercial goods, and transit riders.

Green Streets: Streets with landscaped features installed in the right-of-ways that capture and allow stormwater runoff to soak into the ground, while still preserving the primary function of a street as a conduit for pedestrians, bicyclists, motorists, and transit riders. Stormwater runoff is excess water generated from rain and snowmelt events that flow over impervious surfaces, such as paved streets, parking lots, and building rooftops, and does not soak into the ground.

Green Street Stormwater Infrastructure Practices: Includes types of green infrastructure techniques used to manage stormwater, including but not limited to:

1. Street tree trenches/boxes: utilize soil, gravel, and plants to infiltrate and filter stormwater runoff from impervious surfaces
2. Bioswales: shallow channels that convey, slow down, and infiltrate stormwater runoff.
3. Vegetated curb bump-outs: a vegetated curb extension that protrudes into the street either mid-block or at an intersection, creating a new curb some distance from the existing curb.
4. Permeable pavement: a stormwater drainage system that allows rainwater and runoff to move through the pavement's surface to a storage layer below, with water eventually seeping into the underlying soil. Types of permeable pavement include pervious concrete, porous asphalt, interlocking concrete pavers, and grid pavers.

Green Stormwater Infrastructure: An approach to managing stormwater by infiltrating it in the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Infiltration is when water falls to the earth as precipitation and seeps into the soil.

Safe Systems Approach: A holistic framework for roadway safety recognized by the NJ Department of Transportation (NJDOT) that prioritizes the elimination of fatalities and serious injuries by designing and operating a transportation system that anticipates human error and accommodates human vulnerability.

Traffic Calming: The combination of mainly physical measures that alter driver behavior, and improve conditions for non-motorized street users. Traffic calming objectives include:

1. Achieving safe speeds for motor vehicles
2. Reducing collision frequency and severity
3. Increasing the safety for non-motorized users of the street(s)

4. Reducing the need for police enforcement
5. Enhancing the street environment (e.g., streetscaping)
6. Increasing access for all modes of transportation and reducing cut-through traffic on residential streets

Transit Amenities: Include seating, shelter and shade, wayfinding signage, trash and recycling cans, lighting, route information, bike infrastructure (lockers, racks, fix-it stations, depots, bikeshare, etc.).

Transportation Facility: A facility consisting of the means and equipment necessary for the movement of people or goods; any road, bridge, tunnel, overpass, ferry, airport, mass transit facility, vehicle parking facility, port facility or similar commercial facility used for the transportation of persons or goods together with any buildings, structures, parking areas, appurtenances, and other property needed to operate such facility; however, a commercial or retail use or enterprise not essential to the transportation of people or goods shall not be considered a transportation facility.

Transportation Project: Any public and/or private land development, project, program, or practice that affects the transportation network or occurs in the public right-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within a jurisdiction (including alleys, bridges, frontage roads, and other elements of the transportation system).

User Group means types of people who use a street or space, often with different needs. For example:

- Pedestrians
- Cyclists
- Drivers
- Motorcyclists
- Riders of motorized bicycles
- Transit riders
- Riders of personal conveyances, e.g. skateboards and rollerskates.
- People with disabilities
- Seniors
- Children
- Delivery drivers
- Emergency services

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

RESOLUTION

**RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, AUTHORIZING
THE MAYOR TO EXECUTE A SETTLEMENT AGREEMENT WITH SPRINGHOLM DRIVE
HOLDINGS, LLC AND VILLAS ON THE PARK CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Villas on the Park is an existing 66-unit residential condominium development at 25 Springholm Drive (Block 4603, Lot 36) that contains 14 affordable housing rental units (the "Project") that were used to address the Township's Prior Round (1987-1999) affordable housing obligations; and

WHEREAS, Springholm Drive Holdings, LLC ("Springholm") and Villas on the Park Condominium Association, Inc.'s ("Villas") predecessors in interest (the "Developer") entered into a Developer's Agreement with Rider with the Township on April 13, 1989, which was recorded with the Union County Clerk on December 22, 1989 ("Developer's Agreement"), and which in relevant part restricted the affordable units for a period of 20 years; and

WHEREAS, Developer entered into an Amendment to the Developer's Agreement with the Township, pursuant to a 1995 Court order following the adoption of N.J.A.C. 5:92-1 et seq., on June 5, 2001, which was recorded with the Union County Clerk on July 9, 2001 ("Amendment"), modifying the restriction period on the affordable units to at least 30 years from the date of first occupancy, and removing the Township's right to take title to the units at the end of the controls period; and

WHEREAS, Springholm notified the Township of its intention to discontinue and terminate the income restriction on the Affordable Units at the expiration of the affordability control period provided in the Amendment; and

WHEREAS, the Township has determined that it will not seek to extend the income restriction, to the extent extensions may be available; and

WHEREAS, the Affordable Units owned by Springholm pay a common expense assessment in the amount of twenty-five percent (25%) of the individual unit assessment due for the market rate units in the Villas, pursuant to the Master Deed executed on June 12, 1995 and recorded with the county on February 29, 1996, which states that changes in the common expense shall not be modified without prior written approval of the Township; and

WHEREAS, Springholm, Villas and the Township agree to the modifications of the common expense assessment of the Affordable Units contained in the Settlement Agreement, which is attached hereto as Exhibit A; and

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

1. The Township Council agrees to not extend the income restrictions on the affordable units in the Project and that it will take whatever action is necessary by the Township and/or its Administrative Agent to release the income restrictions on the affordable units.
2. The Township Council confirms that the Township will discharge and release the Developer's Agreement and the Amendment after the expiration of the income restrictions.
3. The Township Council agrees to the modifications to the common expense assessment in the attached Settlement Agreement.
4. The Township Council hereby authorizes and directs the Mayor of the Township of Berkeley Heights to execute the Settlement Agreement between the Township, Springholm Drive Holdings, LLC and Villas on the Park Condominium Association, Inc., which is attached hereto as Exhibit A.

Approved this 6th day of October, 2026.

ATTEST:

**Angela Lazzari, RMC
Township Clerk**

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				



TOWNSHIP OF BERKELEY HEIGHTS

29 Park Ave, Berkeley Heights, New Jersey 07922

908-464-2700 • <https://www.berkeleyheights.gov/>

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") made this _____ day of _____ 2026, by and between:

TOWNSHIP OF BERKELEY HEIGHTS, a municipal corporation of the State of New Jersey, County of Union, having an address at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (the "Township"),

And

SPRINGHOLM DRIVE HOLDINGS, LLC, a New Jersey limited liability company with a business address of 92 East Main Street, Unit #306, Somerville, NJ 08876 ("Springholm"),

And

VILLAS ON THE PARK CONDOMINIUM ASSOCIATION, INC., a New Jersey corporation with an address of 1 Woodbridge Center, Suite 610, Woodbridge, New Jersey 07095 (the "Villas").

Collectively, the Township, Springholm, and the Villas, shall be referred to as the "Parties."

WHEREAS, the Villas on the Park is an existing 66 unit residential condominium development located at 25 Springholm Drive, in Berkeley Heights, NJ, with 14 rental units set-aside as affordable to low and moderate income individuals and families ("Affordable Units")¹; and

WHEREAS, Springholm is the fee owner and operator of all Affordable Units; and

WHEREAS, Springholm and Villas' predecessors in interest (the "Developer") entered into a Developer's Agreement with Rider with the Township on April 13, 1989, which was recorded December 22, 1989 in Book 3623, Page 298, in the Office of the Union County Clerk ("Developer's Agreement"), and which in relevant part restricted the Affordable Units for a period of 20 years; and

WHEREAS, Developer entered into an Amendment to Developer's Agreement ("Amendment") with the Township, pursuant to a 1995 Court order following the adoption of N.J.A.C. 5:92-1 et seq., on June 5, 2001, which was recorded July 9, 2001, in Book 5139, Page 75, in the Office of the Union County Clerk, modifying the Affordable Unit restriction period to at least 30 years from the date of first occupancy and deleting the Township's right to take title to the units at the end of the controls period; and

WHEREAS, Springholm notified the Township of its intention to discontinue and terminate the income restriction on the Affordable Units at the expiration of the affordability control period provided in the Amendment; and

¹ Lots 36.25, 36.27, 36.29, 36.31, 36.33, 36.35, 36.37, 36.39, 36.41, 36.43, 36.45, 36.47, 36.49, and 36.51, Block 4603 on the Township Tax Map.



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WHEREAS, the Township, with advice of legal counsel, and its professional consultants, has determined that it will not seek to extend the income restriction, to the extent extensions may be available; and

WHEREAS, the Township, acknowledges and agrees that the rental Affordable Units are not subject to the sales unit provisions of N.J.A.C. 5:92-9.1 et seq. and that said rental restrictions shall expire at the expiration of the control period; and

WHEREAS, the Affordable Units owned by Springholm pay a common expense assessment in the amount of one-quarter of the individual unit assessment due for the market rate units in the Villas, pursuant to that certain Master Deed executed on June 12, 1995 and recorded with the county on February 29, 1996, which change in common expense shall not be modified without prior written approval of the Township; and

WHEREAS, Springholm, Villas and the Township agree to the modifications of the common expense assessment of the Affordable Units contained herein; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

1. **Expiration of Controls.** The Township acknowledges and confirms that the income and rent restrictions imposed on the Affordable Units described in the Developer's Agreement, Amendment, and Master Deed shall expire at the expiration of the thirty years from the date of first occupancy. The earliest unit to reach its expired control date is September 23, 2026, and the latest unit to reach its expired control date is October 31, 2026. The Township Council shall adopt a resolution (1) confirming the expiration of the affordability controls for the 14 Affordable Units owned by Springholm, (2) confirming that it will discharge and release the Developer's Agreement and Amendment after the expiration of the controls period, (3) confirming that whatever action is necessary will be taken by the Township and/or its Administrative Agent to release the affordability controls on each Affordable Unit upon the expiration of controls in accordance with applicable law, and (4) confirming that authorization is given by the Township for Villas to increase the yearly common expense assessment on the affordable units as per the terms of this Agreement.

2. **Common Expense.** Springholm and Villas agree to the following modification of the Common Expense Assessment of the Affordable Units in accordance with the terms of this Agreement. Currently the Affordable Units pay a Common Expense Assessment of 25% of the fees paid by the market units.

- (i) Starting on the 1st day of the month after satisfaction of the following conditions ("Effective Date"), the affordable unit Common Expense Assessment will be 28.3% of the fee paid by the market units:



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-
- a. The Township's adoption of a Resolution authorizing this Agreement, and execution of the Agreement, with the appeals period expired without appeal. If an appeal is filed, the timeframes herein are tolled, and if successful the terms of this Agreement are void, in in such an event the Parties agree to negotiate in good faith to revise and approve this Agreement.
 - b. Execution of this Agreement by the Villas.
 - c. The approval by the members of the Villas of an amendment to the Master Deed setting forth the dates upon which the monthly Common Expense fees for the Affordable Units will increase, and the amounts of any increase. The proposed amendment to the Master Deed shall be reviewed and approved by Springholm prior to being presented to the Villas for approval. The Villas and Springholm agree to work in good faith and to respond to each other's questions/concerns in a reasonable time frame.
 - (ii) Starting 12 months after the Effective Date, the affordable unit fee will be 44.1% of the fee paid by the market units;
 - (iii) Starting 24 months after the Effective Date, the affordable unit fee will be 70.3% of the fee paid by the market units;
 - (iv) Starting 36 months after the Effective Date, the affordable unit fee will be the same as the market units.
 - (v) If title to any Affordable Unit is transferred, or a new lease is entered into with a new tenant who is not required to be income eligible and pays market rate rent at any time after the Effective Date, the monthly Common Expense for that unit to the Villas will automatically become the same as that paid by the market units as of the date of the change in ownership or lease.
 3. **Breach of Agreement.** If at any point the terms of this Agreement are not fulfilled by any of the Parties to this Agreement, then the party that has violated will have a 45-day window to cure the breach in the Agreement. If at the end of the 45-day period, no cure is agreed upon or forthcoming, then this Agreement will be null and void, the Parties will be returned to the *status quo ante*.
 4. **Third Party Challenges.** The implementation of this Agreement will be tolled if a third-party challenges the municipal action confirming the expiration. In the event a challenge is successful, resulting in the continuation of the restriction, the Agreement will be void and unenforceable unless and until the restrictions are extinguished.
 5. **Recitals.** The recitals of this Agreement are incorporated herein and made a part hereof.
 6. **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions



TOWNSHIP OF BERKELEY HEIGHTS

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hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

7. **Successors Bound.** The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity. This Agreement may be enforced by any of the Parties, and their successors and assigns, as set forth herein.

8. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

9. **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10. **Effect of Counterparts.** This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

11. **Voluntary Agreement.** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

12. **Interpretation.** Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

14. **Waiver.** The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

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TOWNSHIP OF BERKELEY HEIGHTS

29 Park Ave, Berkeley Heights, New Jersey 07922

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the date the last Party executes below.

Attest:

**SPRINGHOLM DRIVE HOLDINGS,
LLC**

By: _____

Print Name: _____

Print Name: _____

Date: _____, 2026

Attest:

**VILLAS ON THE PARK
CONDOMINIUM ASSOCIATION, INC.,**

By: _____

Print Name: _____

Print Name: _____

Date: _____, 2026

Attest:

**TOWNSHIP OF BERKELEY HEIGHTS,
A Municipal Corporation of the
State of New Jersey**

By: _____

Print Name: _____

Print Name: _____

Date: _____, 2026

City of Berkeley, California Housing Department Housing Element 2017-2022							
Development	Address	Unit/Block/Lot/ Qualifier #	Category (Check all that apply)	Effective Date of Affordability Controls	Length of Affordability Controls	Calculated Expiration of Affordability Controls	# of Eligible Units
Station Court	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	2 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	2 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	2 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	3 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	2 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	2 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	3 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
	230-250 SHERMAN AVE SOUTH	Block 702, Lot: 9	1 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	8/31/1996	30 Years	8/31/2026	1
UDENHURST STREET Station Court	7 Down Court 8 Down Court	Block 1301, Lot: 8, 11 Block 1301, Lot: 8, 11		10/1/2007 11/29/2017	20 years 20 years	10/31/2027 11/29/2037	0 0
Whispering Way	5 WHISPERING WAY E	Block 1301, Lot: 18.05	1 BEDROOM ACCESSIBLE NEW CONSTRUCTION (A GUT REHAB) RENTAL	2/28/2000	30	2/28/2030	1
	7 WHISPERING WAY E	Block 1301, Lot: 18.07	2 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	2/28/2000	30	2/28/2030	1
	8 WHISPERING WAY W	Block 1301, Lot: 18.06	3 BEDROOM MODERATE INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	1/31/2000	30	1/31/2030	1
	9 WHISPERING WAY E	Block 1301, Lot: 18.09	2 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	2/10/2000	30	2/10/2030	1
	10 WHISPERING WAY W	Block 1301, Lot: 18.10	2 BEDROOM LOW INCOME NEW CONSTRUCTION (A GUT REHAB) RENTAL	1/26/2000	30	1/26/2030	1
Berkeley Village	10 Helen Way	Block 1301, Lot: 7.10	Owner Occupied	4/7/1990	30	4/7/2028	1
	11 Helen Way	Block 1301, Lot: 7.11	Owner Occupied	8/6/1998	30	8/6/2028	1
	17 Helen Way	Block 1301, Lot: 7.17	Owner Occupied	7/15/1999	30	7/15/2029	1
	18 Helen Way	Block 1301, Lot: 7.18	Owner Occupied	8/24/1998	30	8/24/2028	1
Berkeley Village Condos (Cottage Lane II ("Tudor Court II"))	7 Castle Drive	Block 1301, Lot: 9.07	Owner Occupied	5/18/1997	30	5/18/2027	1
	8 Castle Drive	Block 1301, Lot: 9.08	Owner Occupied	10/11/1998	30	10/11/2028	1
	9 Castle Drive	Block 1301, Lot: 9.09	Owner Occupied	10/15/1998	30	10/15/2028	1
	10 Castle Drive	Block 1301, Lot: 9.10	Owner Occupied	12/18/1998	30	12/18/2028	1
	11 Castle Drive	Block 1301, Lot: 9.11	Owner Occupied	12/18/1998	30	12/18/2028	1
Tudor Court I	12 Castle Drive	Block 1301, Lot: 9.12	Owner Occupied	12/18/1998	30	12/18/2028	1
	2 Cottage Court	Block #14.05, Lot 3	Owner Occupied	2/15/1996	30	2/15/2026	1
	7 Cottage Court	Block #14.01, Lot 3	Owner Occupied	2/28/1996	30	3/1/2026	1
	10 Cottage Court	Block #14.05, Lot 2	Owner Occupied	1/21/1998	30	1/21/2028	1
Black Hills	1000 Black Hills	Block #11, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
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Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/2047	0
Black Hills	1100 Black Hills	Block #12, Lot 1	Owner Occupied	11/21/2007	40	11/21/	

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

RESOLUTION

**RESOLUTION IN SUPPORT OF BILL A-5274/S-4448 AUTHORIZING MUNICIPALITIES AND
COUNTIES TO LOWER SPEED LIMITS ON CERTAIN ROADS WITHOUT ENGINEERING AND
TRAFFIC INVESTIGATION**

WHEREAS, the Township of Berkeley Heights recognizes the importance of pedestrian safety and the burdensome cost of traffic engineering studies, and, therefore, seeks solutions that will improve the safety of the township's high pedestrian areas, including, but not limited to, downtown streets, school zones, and public transit hubs; and

WHEREAS, the proposed speed-limit reduction legislation (A5274/S4448, Session 2026-2027), sponsored by Assemblyman Andrew Macurdy and Assemblyman Vincent Kearney, pending before the New Jersey Legislature, would authorize municipalities and counties to lower speed limits on certain roads without engineering and traffic investigation; and

WHEREAS, this legislation would grant municipalities and counties the authority to reduce the speed limit by five (5) miles per hour on roads with current speed limits of thirty-five (35) miles per hour or less under their jurisdiction without completing a traffic engineering study; and

WHEREAS, municipalities must consider surrounding land use and context when using the provisions allowed in this legislation, and, therefore, must consider several factors if the relevant section of road is in a school zone or high-pedestrian area; and

WHEREAS, municipalities should prioritize commercial downtowns, transit corridors, school zones, and areas within a quarter to half mile of major transit facilities when determining a "high pedestrian area;" and

WHEREAS, this provision may not be used more than once per segment of roadway while a traffic study is in progress, or within one year from the date that the same portion of a road's speed limit was altered as a result of a traffic study, or to lower a speed limit below fifteen (15) miles per hour; and

WHEREAS, this legislation mandates that the Commissioner of Transportation, a municipality, or a county, as appropriate, to erect appropriate signs giving notice of the reduced speed limit.

NOW THEREFORE BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY:

1. That it does hereby support Bill A-5274/S-4448 to improve road safety conditions for the people of Summit, New Jersey, and urges its passage.

2. That a copy of this resolution shall be forwarded to Legislative District Representatives Senator Jon Bramnick and Assemblymembers Andrew McCurdy and Vincent Kearny and to the NJ State League of Municipalities.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Local Public Contracts Law 40A: 11-4 requires that certain contracts awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body; and

WHEREAS, the Bergen County Cooperative Purchasing System has awarded contracts to various vendors as lowest responsible, responsive bidders for Regional Cooperative Pricing contracts; and

WHEREAS, the Township of Berkeley Heights Fire Department desires and requires the purchase of a Self-Contained Breathing Apparatus ("SCBA") filling station; and

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has authorized the procurement of such equipment from an authorized vendor under the Bergen County Cooperative Pricing System; and

WHEREAS, the Township of Berkeley Heights is a member of Bergen County Cooperative Purchasing System #CK04-BERGEN; and

WHEREAS, NJ Fire Equipment Co., 119-131 Route 22 East, Green Brook, NJ 08812 has been awarded Contract Number # BC-BID-26-16 as part of the Bergen County Cooperative Pricing System for the provision of Firefighting Equipment and Rescue Tools, for a period expiring May 4, 2028; and

WHEREAS, through this Resolution and properly executed documents, and pursuant to the Bergen County Cooperative Purchasing System Contract BC-BID-26-16, the Township wishes to enter into an agreement with NJ Fire Equipment Co. for a SCBA filling station, pursuant to their proposal dated September 21, 2026.

NOW, THEREFORE BE IT RESOLVED that the Township Council, of the Township of Berkeley Heights, County of Union, State of New Jersey, does hereby authorizing the purchase of a SCBA filling station from NJ Fire Equipment Co., pursuant to the Bergen County Cooperative Purchasing System Contract BC-BID-26-16, and proposal dated September 21, 2026, in an amount not to exceed **\$88,384.45**.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$88,384.45** from account # C-04-25-019-C02 - Ord 25-19 SCBA Filling Station.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

AMENDING RESOLUTION 2026-280

A RESOLUTION CANCELLING GRANT RECEIVABLES AND GRANT APPROPRIATIONS

WHEREAS, there exists various Grant Receivables and Grant Appropriation Reserves on the Balance Sheet; and

WHEREAS, it is necessary to formally cancel the receivable balances and their offsetting appropriation balances from the balance sheet; and

WHEREAS, the CFO has provided the receivable balances and offsetting appropriation reserves as outlined below:

Grant Receivable

DEP EV Charging Station	6,000.00
Greening Union County	19,982.00
Greening Union County	798.00
PSEG - Sustainable Jersey Grant	500.00
ANJEC Grant	500.00
Drive sober or get pulled over	7,000.00
Grant LEAP (Local Eff Achievement Pr)	9,648.62
FM Global Fire Prevention Grant	2,000.00
Tree Planting (UC)	4,000.00
Spotted Lanternfly Program (2024)	3.20
Overlook Hospital Grant	3,290.00
CDBG - Senior Center Program Grant YR 48	75.52
CDBG - Senior Center Program Grant YR 49	635.72
UC Public Art/Mural Grant	125.00
	54,558.06

Grant Appropriation Reserves

AARP Community Challenge Grant 2021	6,359.00
DEP EV Charging Station	6,000.00
Greening Union County 2021	4,000.00
Greening Union County 2023	4,000.00
Overlook Medical Center Community Adv	41.00
Distracted Driver 2024	7,000.00
Click-It or Ticket Grant	6,000.00
Grant LEAP (Local Eff Achievement Pr)	5,918.32
ARP Firefighter Grant	303.24
	343,892.17
Raw Sewerage Pump Grant	337,437.08

Spotted Lanternfly Program (2024)	3.20
UC HEART Gr (History, Ed & Arts)	519.56
CDGB - Senior Center	4,932.84
NJ Inclusive Healthy Communities Grant	3,200.00
	<u>392,169.33</u>
	<u>385,714.24</u>

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Berkeley Heights the County of Union, State of New Jersey that the grant receivable balances of **\$54,558.06** and offsetting appropriation reserve balances of ~~**\$392,169.33**~~ **\$385,714.24** be cancelled.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Free Acres Association, Inc. (the "Association") is responsible for the administration and management of the common areas and facilities at the residential development known as Free Acres (hereinafter referred to as the "Development"); and

WHEREAS, a portion of the Development is located within the municipal boundaries of the Township of Berkeley Heights ("Township"), and a portion of the Development is located within the Borough of Watchung; and

WHEREAS, the Township and the Association entered into a contract for the Township's acceptance of residential sanitary sewer from the residential units of the Association located outside of the municipal boundaries of the Township, and located in the Borough of Watchung, which original contract was dated August 21, 1961 (the "Original Contract"); and

WHEREAS, the Township of Berkeley Heights and the Association (formerly referred to as "Owner") are parties to a Sewer Service Agreement originally dated August 21, 1961 (the "Original Agreement"), pursuant to which the Township accepts sanitary sewer flow from residential units of the Association located outside the municipal boundaries of the Township in the Borough of Watchung; and

WHEREAS, the Original Agreement expired in August 1991, and the parties subsequently renewed and amended same pursuant to a Renewal and First Amendment dated May 26, 2014, effective January 1, 2014 (the "First Amendment"), which expired by its terms on December 31, 2017; and

WHEREAS, the First Amendment provided for the Township's continued acceptance of sanitary sewer flow from the eleven (11) Association homes located in the Borough of Watchung identified herein (the "Watchung Homes") on a three-year renewal basis, subject to the same terms and conditions pending negotiation of a longer-term arrangement; and

WHEREAS, since the expiration of the First Amendment on December 31, 2017, the Township has continued to accept sanitary sewer flow from the Watchung Homes, and the Association has continued to make payments to the Township consistent with the terms of the First Amendment through December 31, 2021; and

WHEREAS, the parties desire to ratify and confirm the obligations and payments made during the period from January 1, 2018 through December 31, 2021 by formalizing this Second Amendment, and to provide a mutual release of all claims arising from sewer service during that period.

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Renewal and Second Amendment to the Sewer Service Agreement with the Free Acres Association, Inc., substantially in the form attached hereto.
2. The appropriate Township officials are hereby authorized to take any and all actions required to effectuate the terms of this Resolution.

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

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

**RENEWAL AND SECOND AMENDMENT
TO SEWER SERVICE AGREEMENT**

THIS RENEWAL AND SECOND AMENDMENT (the "Amendment") is made effective the **1st day of January, 2018**, by and between the **TOWNSHIP OF BERKELEY HEIGHTS**, a municipal corporation of the State of New Jersey, with offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (the "Township"); and **FREE ACRES ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, with an address at c/o Rob Mench, 51 Greenbrook Road, Berkeley Heights, New Jersey 07922 (the "Association").

RECITALS

WHEREAS, the Township and the Association (formerly referred to as "Owner") are parties to a Sewer Service Agreement originally dated August 21, 1961 (the "Original Agreement"), pursuant to which the Township accepts sanitary sewer flow from residential units of the Association located outside the municipal boundaries of the Township in the Borough of Watchung; and

WHEREAS, the Original Agreement expired in August 1991, and the parties subsequently renewed and amended same pursuant to a Renewal and First Amendment dated May 26, 2014, effective January 1, 2014 (the "First Amendment"), which expired by its terms on December 31, 2017; and

WHEREAS, the First Amendment provided for the Township's continued acceptance of sanitary sewer flow from the eleven (11) Association homes located in the Borough of Watchung identified herein (the "Watchung Homes") on a three-year renewal basis, subject to the same terms and conditions pending negotiation of a longer-term arrangement; and

WHEREAS, since the expiration of the First Amendment on December 31, 2017, the Township has continued to accept sanitary sewer flow from the Watchung Homes, and the Association has continued to make payments to the Township consistent with the terms of the First Amendment through December 31, 2021; and

WHEREAS, the parties desire to ratify and confirm the obligations and payments made during the period from January 1, 2018 through December 31, 2021 by formalizing this Second Amendment, and to provide a mutual release of all claims arising from sewer service during that period.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the applicable laws of the State of New Jersey including, without limitation, N.J.S.A. 40:63-19, the parties agree as follows:

OPERATIVE PROVISIONS

1. Term. The effective date of this Amendment is January 1, 2018. This Amendment shall expire on December 31, 2021. This Amendment shall not renew or extend automatically.

2. Properties Covered. This Amendment applies to the following eleven (11) residential properties located in the Borough of Watchung, New Jersey (the "Watchung Homes"):

- a. 101 Appletree Row, Watchung, NJ
- b. 120 Appletree Row, Watchung, NJ
- c. 122 Appletree Row, Watchung, NJ
- d. 125 Appletree Row, Watchung, NJ
- e. 87 Cedar Lane, Watchung, NJ
- f. 71 Cedar Lane, Watchung, NJ
- g. 55 Cedar Lane, Watchung, NJ
- h. 45 Cedar Lane, Watchung, NJ
- i. 35 Cedar Lane, Watchung, NJ
- j. 27 Cedar Lane, Watchung, NJ
- k. 15 Cedar Lane, Watchung, NJ

3. Sewer Service Charges; Ratification of Payments. During the term of this Amendment (January 1, 2018 through December 31, 2021), the Association shall pay sewer service charges to the Township in accordance with the fee formula set forth in the First Amendment, specifically: an annual use charge based on a ratio of flow from the Watchung Homes to the total flow into the Berkeley Heights central plant, multiplied by the most recent total annual sewer system operating costs, plus fifteen percent (15%) thereof for administrative costs. The parties acknowledge that the Association has already paid all amounts due under this Amendment for

the years 2018 through 2021, consistent with the foregoing formula as applied by the Township. No additional amounts are owed by either party for that period.

4. Mutual Release. In consideration of the mutual promises herein, the Township and the Association, on behalf of themselves and their respective successors, assigns, officers, and agents, hereby fully and forever release and discharge each other from any and all claims, demands, actions, causes of action, damages, costs, expenses, and obligations, whether known or unknown, arising out of or relating in any way to sewer service, sewer billing, or this Agreement (including the Original Agreement and the First Amendment) for any period through and including December 31, 2021. This mutual release shall be a complete bar to any such claims for the period released.

5. Continuation of Other Terms. Except as expressly modified herein, all terms and conditions of the Original Agreement and the First Amendment that are not inconsistent with this Amendment shall remain in full force and effect during the term of this Amendment.

6. Expiration; No Implied Renewal. This Amendment shall expire automatically and without further notice on December 31, 2021. After expiration of this Amendment, sewer service charges for the Watchung Homes shall be governed by a separate subsequent agreement between the parties. Neither party shall have any obligation to negotiate or enter into any further agreement.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. Entire Agreement. This Amendment, together with the Original Agreement and the First Amendment as incorporated herein, constitutes the entire agreement between the parties with respect to sewer service for the period January 1, 2018 through December 31, 2021, and supersedes all prior negotiations, representations, or agreements relating to the same subject matter for that period.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Renewal and Second Amendment as of the date first written above.

TOWNSHIP OF BERKELEY HEIGHTS

FREE ACRES ASSOCIATION, INC.

Angie Devanney, Mayor

_____, President

Angela Lazzari, Township Clerk

_____, Secretary

Date

Date

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

RESOLUTION

WHEREAS, the Free Acres Association, Inc. (the "Association") is responsible for the administration and management of the common areas and facilities at the residential development known as Free Acres (hereinafter referred to as the "Development"); and

WHEREAS, a portion of the Development is located within the municipal boundaries of the Township of Berkeley Heights ("Township"), and a portion of the Development is located within the Borough of Watchung; and

WHEREAS, the Township and the Association entered into a contract for the Township's acceptance of residential sanitary sewer from the residential units of the Association located outside of the municipal boundaries of the Township, and located in the Borough of Watchung, which original contract was dated August 21, 1961 (the "Original Contract"); and

WHEREAS, the Township and the Association are parties to a Sewer Service Agreement originally dated August 21, 1961, as renewed and amended by a Renewal and First Amendment effective January 1, 2014 (collectively, the "Prior Agreement"), and a Renewal and Second Amendment effective January 1, 2018 (the "Second Amendment"); and

WHEREAS, the Second Amendment expired by its terms on December 31, 2021, at which point the Association's Watchung Homes ceased to be subject to any specific intermunicipal sewer use agreement with the Township; and

WHEREAS, Section 13.12.280(A)(1) of the Township Code of the Township of Berkeley Heights provides that any residential property which is not subject to the assessment of real estate property taxes by the Township but is served by the Township's sewerage system shall pay an annual use fee of five hundred dollars (\$500.00) per residential unit, unless such property is subject to an intermunicipal sewer use agreement; and

WHEREAS, the Association's eleven (11) Watchung Homes have been served by the Township's sewerage system continuously since the expiration of the Second Amendment, and the parties now wish to formalize the applicable charge for the period January 1, 2022 through December 31, 2025 on the basis provided in Section 13.12.280(A)(1); and

WHEREAS, the parties understand that effective January 1, 2026, the Borough of Watchung will absorb the Watchung Homes into the broader intermunicipal sewer agreement between the Township and the Borough of Watchung, thereby eliminating the need for a separate billing arrangement between the Township and the Association; and

WHEREAS, the owner of the Watchung Home located at 122 Appletree Row, Block 4313, Lot 1.105, in the Borough of Watchung has represented that he is a veteran whose service-

connected disability has been declared by the United States Department of Veterans Affairs to be total or 100 percent permanent, and the parties wish to extend to that property, as part of the compromise reflected in this Agreement, a reduced charge consistent with the policy of Section 13.12.280(E) of the Township Code; and

WHEREAS, the parties desire to resolve all outstanding sewer billing disputes for the period 2022–2025 and to provide a full and final release of related claims.

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

1. The Mayor and Township Clerk are hereby authorized and directed to execute the Interim Sewer Service Agreement with the Free Acres Association, Inc., substantially in the form attached hereto.
2. The appropriate Township officials are hereby authorized to take any and all actions required to effectuate the terms of this Resolution.

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

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

INTERIM SEWER SERVICE AGREEMENT

THIS INTERIM SEWER SERVICE AGREEMENT (the "Agreement") is made effective the **1st day of January, 2022**, by and between the **TOWNSHIP OF BERKELEY HEIGHTS**, a municipal corporation of the State of New Jersey, with offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (the "Township"); and **FREE ACRES ASSOCIATION, INC.**, a nonprofit corporation of the State of New Jersey, with an address at c/o Rob Mench, Treasurer, 51 Greenbrook Road Berkeley Heights, New Jersey 07922 (the "Association").

RECITALS

WHEREAS, the Township and the Association are parties to a Sewer Service Agreement originally dated August 21, 1961, as renewed and amended by a Renewal and First Amendment effective January 1, 2014 (collectively, the "Prior Agreement"), and a Renewal and Second Amendment effective January 1, 2018 (the "Second Amendment"); and

WHEREAS, the Second Amendment expired by its terms on December 31, 2021, at which point the Association's Watchung Homes ceased to be subject to any specific intermunicipal sewer use agreement with the Township; and

WHEREAS, Section 13.12.280(A)(1) of the Township Code of the Township of Berkeley Heights provides that any residential property which is not subject to the assessment of real estate property taxes by the Township but is served by the Township's sewerage system shall pay an annual use fee of five hundred dollars (\$500.00) per residential unit, unless such property is subject to an intermunicipal sewer use agreement; and

WHEREAS, the Association's eleven (11) Watchung Homes have been served by the Township's sewerage system continuously since the expiration of the Second Amendment, and the parties now wish to formalize the applicable charge for the period January 1, 2022 through December 31, 2025 on the basis provided in Section 13.12.280(A)(1); and

WHEREAS, the parties understand that effective January 1, 2026, the Borough of Watchung will absorb the Watchung Homes into the broader intermunicipal sewer agreement between the

Township and the Borough of Watchung, thereby eliminating the need for a separate billing arrangement between the Township and the Association; and

WHEREAS, the owner of the Watchung Home located at 122 Appletree Row, Block 4313, Lot 1.105, in the Borough of Watchung has represented that he is a veteran whose service-connected disability has been declared by the United States Department of Veterans Affairs to be total or 100 percent permanent, and the parties wish to extend to that property, as part of the compromise reflected in this Agreement, a reduced charge consistent with the policy of Section 13.12.280(E) of the Township Code; and

WHEREAS, the parties desire to resolve all outstanding sewer billing disputes for the period 2022–2025 and to provide a full and final release of related claims.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the applicable laws of the State of New Jersey including, without limitation, N.J.S.A. 40:63-19, the parties agree as follows:

OPERATIVE PROVISIONS

1. Term. The effective date of this Agreement is January 1, 2022. This Agreement covers the period January 1, 2022 through December 31, 2025 (the “Term”) and shall not renew automatically.

2. Properties Covered. This Agreement applies to the following eleven (11) residential properties located in the Borough of Watchung, New Jersey (the “Watchung Homes”):

- a. 101 Appletree Row, Watchung, NJ
- b. 120 Appletree Row, Watchung, NJ
- c. 122 Appletree Row, Watchung, NJ
- d. 125 Appletree Row, Watchung, NJ
- e. 87 Cedar Lane, Watchung, NJ
- f. 71 Cedar Lane, Watchung, NJ
- g. 55 Cedar Lane, Watchung, NJ
- h. 45 Cedar Lane, Watchung, NJ
- i. 35 Cedar Lane, Watchung, NJ
- j. 27 Cedar Lane, Watchung, NJ
- k. 15 Cedar Lane, Watchung, NJ

3. Annual Sewer Use Fee. For each calendar year of the Term (2022, 2023, 2024, and 2025), each of the eleven (11) Watchung Homes shall be charged an annual sewer use fee of five hundred dollars (\$500.00) per residential unit, consistent with Section 13.12.280(A)(1) of the Township Code, except that the Watchung Home located at 122 Appletree Row (the "Veteran Property") shall be charged two hundred fifty dollars (\$250.00) per year. The total annual fee for all eleven (11) Watchung Homes shall be five thousand two hundred fifty dollars (\$5,250.00) per year. The aggregate amount due for the entire Term shall be twenty-one thousand dollars (\$21,000.00). The reduced charge for the Veteran Property is conditioned on the Association delivering to the Township, with its payment under Section 4, a copy of the determination by the United States Department of Veterans Affairs that the owner of the Veteran Property has a service-connected disability that is total or 100 percent permanent. If the Association does not deliver that determination, the charge for the Veteran Property shall be five hundred dollars (\$500.00) per year, and the aggregate amount due for the Term shall be twenty-two thousand dollars (\$22,000.00). The reduced charge for the Veteran Property is a negotiated term of this compromise. It is not a determination that Section 13.12.280(E) of the Township Code applies to properties located outside the Township, and it shall not be cited as precedent for any other property.

4. Payment Terms. The Association shall pay the total amount due under this Agreement, \$21,000.00 (or \$22,000.00 if Section 3 so provides), within thirty (30) days of the execution of this Agreement by both parties. Payment shall be made by check payable to "Township of Berkeley Heights" and delivered to the Office of the Tax Collector, 29 Park Avenue, Berkeley Heights, New Jersey 07922. All prior invoices issued by the Township to the Association for sewer service for the years 2022 through 2025 exceeding the amounts set forth herein are superseded and of no further force or effect.

5. Mutual Release. In consideration of the payment provided herein and other mutual promises, the Township and the Association, on behalf of themselves and their respective successors, assigns, officers, trustees, and agents, hereby fully and forever release and discharge

each other from any and all claims, demands, actions, causes of action, damages, costs, expenses, and obligations, whether known or unknown, arising out of or relating in any way to sewer service, sewer billing, or any prior sewer service agreements for any period through and including December 31, 2025. This mutual release shall be a complete bar to any such claims for the period released, including without limitation any claims relating to the Prior Agreement, the Second Amendment, and any billing for years 2018 through 2025.

6. Transition to Watchung Borough Agreement. The parties acknowledge that effective January 1, 2026, the Borough of Watchung will assume responsibility for the Watchung Homes' sewer billing as part of the broader intermunicipal sewer agreement between the Township and the Borough of Watchung. This Agreement shall terminate automatically on December 31, 2025. Commencing January 1, 2026, the Association shall have no further obligation to the Township under any prior sewer service agreement for the Watchung Homes, and the Township shall bill for sewer service to the Watchung Homes through the Borough of Watchung arrangement.

7. No Admission of Liability. This Agreement is a compromise and settlement of disputed claims. Nothing herein shall be construed as an admission of liability or wrongdoing by either party.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to sewer service charges for the period January 1, 2022 through December 31, 2025. It supersedes all prior billing invoices, negotiations, and representations relating to the same subject matter for that period. No modification of this Agreement shall be effective unless in writing and signed by both parties.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Interim Sewer Service Agreement as of the date first written above.

TOWNSHIP OF BERKELEY HEIGHTS

FREE ACRES ASSOCIATION, INC.

Angie Devanney, Mayor

_____, President

Angela Lazzari, Township Clerk

_____, Secretary

Date

Date

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

RESOLUTION

RESOLUTION RESCINDING RESOLUTION 2026-197 WHICH AMENDED RESOLUTION 2026-64

WHEREAS, on January 7, 2026, the Township of Berkeley Heights adopted Resolution 2026-64, authorizing a contract to GenServe, Inc., for the provision of Preventative Maintenance/ Repair of Emergency Generators, in an amount not to exceed \$60,000.00, pursuant to Contract #46 of the Morris County Cooperative Pricing System, for a period expiring June 30, 2026; and

WHEREAS, on June 9, 2026, the Township of Berkeley Heights adopted Resolution 2026-197, amending the expiration term of Contract #46 based on the preliminary award; and

WHEREAS, Morris County Cooperative Pricing System has deemed that the bid submission from GenServe, Inc. as unresponsive and no Contract #46 has been awarded; and

WHEREAS, the Township wishes to rescind Resolution 2026-197.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that Resolution 2026-197 be and is hereby rescinded.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, SJC Lawncare, Inc. of 305 Elizabeth Avenue, Cranford, New Jersey was responsive to the Township of Berkeley Heights competitive contract request for proposals due September 25, 2026 at 10:00 a.m. for Tree Planting, Watering and related services - 2026; and

WHEREAS, the Township wishes to award a contract to **SJC Lawncare, Inc.** to provide Tree Planting and related services for the 185 Plantings (ROW Plantings) including initial watering, and Waterings (per tree per watering after initial waterings) consistent with the Competitive Contract Request for Proposals and response submitted by **SJC Lawncare, Inc.**

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Berkeley Heights authorizes the appropriate Township Officials to execute a contract with **SJC Lawncare, Inc.** of 305 Elizabeth Avenue, Cranford, New Jersey for Tree Planting, Watering and related services in an amount not to exceed **\$85,100.00 for 185 Plantings (ROW Planting)** services and **\$20.00 per tree per watering for Watering** services, for a total not to exceed **\$127,300.00**, for a two (2) year contract term to expire on October 6, 2028 .

BE IT FURTHER RESOLVED that the appropriate Township Officials be and are hereby authorized to execute an Agreement with **SJC Lawncare, Inc.**

BE IT FURTHER RESOLVED that this Resolution and the subject contract is being awarded utilizing competitive contracting, pursuant N.J.S.A. 40A:11-4.1, et seq.

BE IT FURTHER RESOLVED, that the Chief Finance Officer of the Township of Berkeley Heights has certified that, upon adoption of this resolution, sufficient uncommitted funds will be available for the purposes set forth herein, in an amount not to exceed **\$127,300.00** in account # **G-02-20-831-301, NJDEP RGGI Natural Climate Solutions.**

BE IT FURTHER RESOLVED that this resolution shall take effect immediately and a copy of this Resolution shall be published according to law within ten (10) days of the date of passage.

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				

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

RESOLUTION

WHEREAS, the Township of Berkeley Heights (the "Township") requires food service establishments to submit an annual grease trap application and pay a fee calculated per grease trap, pursuant to Chapter 13.14 of the Code of the Township of Berkeley Heights; and

WHEREAS, Connell Hospitality LLC, (dba "Grain & Cane") and Connell Coffee LLC, (dba "Starbucks"), each located at 250 Connell Drive, Berkeley Heights, New Jersey (collectively, the "Establishments"), have each submitted grease trap applications and paid the associated fees to the Township; and

WHEREAS, the Township's records erroneously listed each of the Establishments as having more grease traps than are actually installed on their premises, and the Establishments were billed and paid fees based on those overstated counts for several years; and

WHEREAS, the Township Health Inspector recently inspected both Establishments and confirmed the corrected number of grease traps for each Establishment; and

WHEREAS, based on the number of grease traps confirmed for the years 2020 through 2026 Grain & Cane overpaid the grease trap application fee in the total amount of \$1,400.00, and Starbucks overpaid in the total amount of \$400.00; and

WHEREAS, the Chief Financial Officer has reviewed the payment records and recommends that the overpayments be refunded; and

WHEREAS, the Township Council has determined that refunding these overpayments is fair, appropriate, and in the best interest of the Township.

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

1. The Chief Financial Officer is hereby authorized and directed to refund grease trap application fee overpayments in the amounts set forth in the Refund Schedule below.
2. The Township's grease trap records shall be corrected to reflect the number of grease traps confirmed by the Health Inspector, and future fees shall be assessed on the corrected counts.
3. The Municipal Clerk shall forward a copy of this Resolution to the Chief Financial Officer, the Tax Collector, the Health Department, Grain & Cane, and Starbucks.

Refund Schedule

Payee	Db	Address	Actual Payment	Years	Refund Amount
Connell Hospitality LLC	Grain & Cane	250 Connell Drive Berkeley Heights, NJ	\$2,000.00	2020-2026	1400.00
Connell Coffee LLC	Starbucks	250 Connell Drive Berkeley Heights, NJ	\$1,000.00	2020-2025	\$100.00
Total					\$1,800.00

Approved this 6th day of October, 2026.

ATTEST:

Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
FOSTER				
ILLIS				
MACHADO				
MEDEIROS				
MORAN				
POAGE				
TIE:				
MAYOR DEVANNEY				