

**Township of Berkeley Heights
Union County, New Jersey
May 21, 2024**

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. This meeting will not substantially go past 10:30 p.m.

COUNCIL MEMBERS:

Manuel Couto
Paul Donnelly
John Foster - President
Margaret Illis
Bill Machado
Susan Poage – Vice President
Angie Devanney- Mayor

AGENDA FOR PUBLIC MEETING

Meeting will be held IN-PERSON and livestreamed via Zoom.

To view the meeting via Zoom, use the link:

<http://zoom.us/s/3575747364> *Passcode: 360071*

If you need to enter a meeting ID, it is: 357-574-7364.

- I. **CALL TO ORDER – 7:00 p.m.**
- II. **ROLL CALL**
- III. **FLAG SALUTE**
- IV. **CONFERENCE SESSION –**
 1. **Affordable Housing Update**
 2. **Tina Heintz- FACT Union County Mental Health Presentation**
- V. **REGULAR AGENDA**
- VI. **APPROVAL OF MINUTES – Public Meeting – April 30, 2024**
- VII. **HEARING ON AGENDA ITEMS ONLY- (3) minutes per resident**

Comments are welcome during the public comment period during this meeting on any agenda item. However, if an ordinance is listed for its own public hearing on the agenda, please hold your comments for that particular public hearing. To make your comment, the speaker must come forward to the microphone and state his/her name

and address for the record. Each speaker is limited to 3 minutes. The (Mayor/Council President) will keep time.

Please promptly yield on the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

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

1. Resolution approving Bill List dated May 21, 2024, in the amount of \$491,648.25.
2. Resolution authorizing the appointment of William Ives to Chief of Police for the Township of Berkeley Heights.
3. Resolution designating the property on Block 702, Lots 4, 6, and 16, as a non-condemnation area in need of Redevelopment pursuant to the Local Redevelopment and Housing Law. (414-424 Springfield Avenue, 458 Springfield Avenue and 230 Sherman Avenue).
4. Resolution awarding a Professional Services contract to Neglia Engineering, for surveying, engineering, and construction management services – 2024 miscellaneous drainage improvements – Martins Lane, in an amount not to exceed \$19,990.00.
5. Resolution authorizing the Township to enter into a National Purchasing Cooperative Agreement with Buy Board.
6. Resolution authorizing the award payment of 2023 LOSAP benefits to eligible members of the Volunteer Rescue Squad.
7. Resolution authorizing temporary emergency appropriations.
8. Resolution updating the membership of the Mount Laurel Subcommittee to assist the Township in addressing Affordable Housing Issues.
9. Resolution appointing Ryan Siksnius and Jeremy Siksnius to the active roster of the Berkeley Heights Fire Department.

IX. TOWNSHIP COUNCIL REPORTS

- A. Manuel Couto – Vice President**
- B. Paul Donnelly**
- C. John Foster - President**
- D. Margaret Illis**
- E. Bill Machado**
- F. Susan Poage – Vice President**

ADMINISTRATION REPORTS

Mayor Devanney

Liza Viana

X. CITIZENS HEARING - (3) minutes per resident

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

XI. EXECUTIVE SESSION –

XII. ADJOURNMENT

Ana Minkoff, Township Clerk

Agenda Item # |

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 5/21/2024, in the amount of \$491,648.25, 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 21st day of May, 2024.

ATTEST:

Ana Minkoff
Township Clerk

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

#2

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

RESOLUTION

**AUTHORIZING THE APPOINTMENT OF WILLIAM IVES TO CHIEF OF
POLICE FOR THE TOWNSHIP OF BERKELEY HEIGHTS**

WHEREAS, due to the resignation of Police Chief Jason Massimino on May 10, 2024, a vacancy exists in the position of Chief of Police and Mayor Angie Devanney (“Mayor”) seeks to appoint a new Chief of Police of the Berkeley Heights Police Department; and

WHEREAS, pursuant to Section 2.100.050(C), of the Township Administrative Code, the appointment to Chief of Police shall be made by the Mayor, with the advice and consent of the Township Council; and

WHEREAS, the Mayor has submitted the appointment William Ives to Chief of Police; and

WHEREAS, the Township Council desires to give advice and consent to the Mayors appointment; and

WHEREAS, the Mayor and Township Council believe that William Ives possesses the necessary qualifications and experience to serve as the Chief of Police for the Township of Berkeley Heights.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, that the Township Council hereby consents to the Mayor’s appointment of William Ives to Chief of Police of the Berkeley Heights Police Department, and William Ives is hereby appointed to Chief of Police effective May 21, 2024.

APPROVED this 21st day of May, 2024.

ATTEST:

Ana Minkoff
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
COUTO				
DONNELLY				
FOSTER				
ILLIS				
MACHADO				
POAGE				

RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, DESIGNATING THE PROPERTY IDENTIFIED ON THE TAX MAPS OF THE TOWNSHIP AS BLOCK 702, LOTS 4, 6 AND 16 AS A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT PURSUANT TO THE LOCAL REDEVELOPMENT AND HOUSING LAW

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented (the “**Redevelopment Law**”), authorizes a municipality to determine whether certain property within the municipality constitutes an area in need of redevelopment; and

WHEREAS, on November 21, 2023, the Township Council (the “**Township Council**”) of the Township of Berkeley Heights, in the County of Union, New Jersey (the “**Township**”), adopted Resolution No. 287-2023, authorizing and directing the Township of Berkeley Heights Planning Board (the “**Planning Board**”) to conduct an investigation pursuant to the Redevelopment Law to determine whether all or a portion of the property designated as Block 702, Lots 4, 6 and 16 on the Township Tax Maps, along with all streets and rights of way appurtenant thereto (the “**Study Area**”), meets one or more criteria set forth in the Redevelopment Law and should be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, [Harbor Consultants] (the “**Planning Consultant**”) conducted a preliminary investigation of the Study Area to determine whether the Study Area should be designated an area in need of redevelopment, and prepared a preliminary investigation report of the above-referenced Study Area in accordance with the Redevelopment Law, entitled, “Preliminary Investigation Report for 414-424, 458 Springfield Avenue & 230 Sherman Avenue (Block 702, Lots 4, 6 & 16) as a “Area in Need of Redevelopment without Condemnation”. (the “**Study**”); and

WHEREAS, the Study sets forth the basis for the investigation of the Study Area and a map depicting the Study Area, and concludes that the Study Area qualifies as an area in need of redevelopment pursuant to the Redevelopment Law, for the reasons set forth in the Study; and

WHEREAS, the Redevelopment Law requires the Planning Board to conduct a public hearing prior to making its determination whether the Study Area should be designated as an area in need of redevelopment, at which hearing the Planning Board shall hear all persons who are interested in or would be affected by a determination that the Study Area is an area in need of redevelopment; and

WHEREAS, on May 1, 2024, the Planning Board, after providing due notice, conducted a public hearing in accordance with the Redevelopment Law, at which hearing it determined, by resolution, that the Study Area qualified as an area in need of redevelopment and recommended that the Township Council designate the Study Area as an area in need of redevelopment pursuant to the criteria and requirements of the Redevelopment Law; and

WHEREAS, the Township Council has determined that, based upon the recommendation of the Planning Board, the Study Area should be designated an area in need of redevelopment under the Redevelopment Law, with such designation authorizing the Township and Township Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, except the power of eminent domain,

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. The recommendations and conclusions of the Planning Board are hereby accepted by the Township Council.

Section 3. Based upon the findings and recommendations of the Planning Board, the Study Area is hereby designated a “Non-Condensation Redevelopment Area” as referenced in the Redevelopment Law (the “**Non-Condensation Redevelopment Area**”), and the Township and Township Council shall be empowered to use all those powers provided by the Redevelopment Law for use in a redevelopment area, except the power of eminent domain.

Section 4. The Township Clerk is hereby directed to transmit a copy of this Resolution forthwith to the Commissioner of the New Jersey Department of Community Affairs for review pursuant to Section 6b(5)(c) of the Redevelopment Law.

Section 5. The Township Clerk is hereby directed to serve, within ten (10) days of the date of adoption of this Resolution, a copy of this Resolution upon (i) all record owners of property located within the Non-Condensation Redevelopment Area, as reflected on the Township Tax Assessor’s records, and (ii) each person who filed a written objection prior to the hearing held by the Planning Board, service to be in the manner provided by Section 6 of the Redevelopment Law.

Section 6. This Resolution shall take effect immediately.

APPROVED this 21st day of May, 2024.

ATTEST:

Ana Minkoff, Township Clerk

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

#4

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

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO
NEGLIA ENGINEERING ASSOCIATES FOR SURVEYING, ENGINEERING, AND
CONSTRUCTION MANAGEMENT SERVICES – 2024 MISCELLANEOUS
DRAINAGE IMPROVEMENTS – MARTINS LANE- UNION COUNTY
INFRASTRUCTURE TRUST GRANT PROGRAM (UCIT)**

WHEREAS, the Township of Berkeley Heights is in need of contracting for professional engineering services to provide Surveying, Engineering, and construction management services for 2024 Miscellaneous Drainage Improvements – Martins Lane; 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 2, 2024, Neglia Engineering Associates 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 Engineering Associates has provided proposal dated May 15, 2024, for professional engineering services to provide Surveying, Engineering, and construction management services for 2024 Miscellaneous Drainage Improvements – Martins Lane-Union County Infrastructure Trust Grant Program (UCIT);

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights that the Mayor of the Township of Berkeley Heights is hereby authorized to execute and attest to an agreement with Neglia Engineering Associates for , Surveying, Engineering, and construction management services for 2024 Miscellaneous Drainage Improvements – Martins Lane at a fee not to exceed \$19,990.00, pursuant to their proposal dated May 15, 2024. 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.; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer has issued a Certificate Available Funds which is incorporated herein by reference, for an amount not to exceed \$19,990.00.

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

APPROVED this 21st day of May, 2024

ATTEST:

Ana Minkoff
Township Clerk

Certification of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-5.1 et seq., and any other applicable requirement, I, Liza Viana, Acting Chief Finance Officer of the Township of Berkeley Heights have ascertained that, upon adoption of this resolution, there will be available, sufficient and uncommitted appropriations to execute a contract with Neglia Engineering, in an amount not to exceed from the following account 3-01-25-286-000, \$19,990, subject to budget approval.

Liza Viana, Acting Chief Financial Officer

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



EXPERIENCED
DEDICATED
RESPONSIVE

negliagroup.com

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: May 15, 2024

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. – Vice President

RE: Surveying, Engineering and Construction Management Services
2024 Miscellaneous Drainage Improvements– Martins Lane
Union County Infrastructure Trust Grant Program (UCIT)
Township of Berkeley Heights, Union County, New Jersey

Neglia Engineering Associates (NEA) has received a request to provide the following professional engineering and construction management services for the above-referenced project. NEA is pleased to present the following:

Description of Services

BACKGROUND

Neglia Engineering Associates understands that the Township desires to have certain portions of the Municipality reviewed/analyzed from a drainage standpoint. These parts of the Township require investigation to evaluate the existing storm sewer systems that contribute runoff to localized areas, which occurs during moderate and severe rainfall events. NEA will review these areas to determine the cause, extent, and severity of the problems and to evaluate alternatives to reduce the impact of such flooding, including associated winter freezing conditions which pose a threat to the health and safety of the general public. Specifically, the area of consideration for this project is Martins Lane.

The preliminary engineer's cost estimate for the anticipated improvements is approximately **\$135,000**. Furthermore, to supplement the anticipated costs, the Township received a grant from the County of Union, through its Infrastructure Grant Program, in the amount of **\$60,000**.

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

Our schedule of anticipated tasks to achieve the Township’s objectives is itemized below, with detail provided for each:

SCOPE OF SERVICES AND BUDGET

I. Surveying Services

A. Topographic Survey

We will prepare an on-ground topographic survey extending to the full width of the right-of-way for the project limits. The establishment of property lines via boundary survey is not included within this proposal. We will locate any accessible aboveground physical features within the scope limits including pavement, curbs, walls, walks, fences, driveways, signage, utility structures, striping, perimeter of landscaped areas, and individual trees 4 inches in diameter or greater, etc. We will supplement the on-ground survey with aerial imagery and associated data via the County of Union’s GIS.

B. Utility Information

Any accessible aboveground utilities including manholes, catch basins, inlets and/or valve locations will be shown within the scope limits described above. Underground storm and sanitary pipe sizes, material and invert data will be field measured where accessible. Underground utilities such as gas, water, electric, etc. will be shown as digitized from existing plans, if available, or from any painted mark-out present during the survey. This scope excludes utility designation (tone-out) and the cleaning/pumping of underground structures, if required.

II. Engineering Services (Design)

- Roadway improvements will be designed in accordance with the NJDOT Standards, AASHTO Policy on Geometric Design of Roads and Highways, County and Local Standards, as deemed necessary.
- All inlets within the proposed limits will be upgraded to the NJDEP compliant Type N Eco Curb Head and all grates will be modified for bicycle safety as well as NJDEP compliance.

- Preparation of Soil Erosion and Sediment Control Plan, as needed.
- Preparation of a Traffic Control Plan in accordance with the MUTCD, NJDOT and Township of Police Department standards.
- Design meetings as needed.
- Final plans/sketches shall be in such a form that they are suitable for public bidding or solicitation of quotes.
- Preparation of final project cost estimate for Township review and approval.

DELIVERABLES & TIMEFRAME

Neglia Engineering Associates is prepared to initiate services upon receipt of a signed copy of this agreement and the General Conditions and/or acceptance via Township Resolution.

III. BIDDING/QUOTATION SERVICES

- Assistance in answering prospective bidder inquiries during the advertisement period.
- The preparation of any necessary addenda during the advertisement period.
- Attendance at Bid Opening, if required.
- Preparation of Bid Tally.
- Assistance in review and evaluation of the bids, including recommendation concerning the award of contract to the Governing Body.

IV. CONSTRUCTION MANAGEMENT

Neglia Engineering Associates will provide construction management services as they relate to the aforementioned park project. The services will include:

- Coordinate and attend preconstruction meeting with applicable parties.
- Issue a Notice to Proceed and perform a site walk through with the Contractor and

- appropriate officials.
- Review, distribute and approve shop drawings as required.
- Provide part time construction observation, including site visits by a Principal from Neglia Engineering Associates.
- Observing initial operation on the project and performance tests required by specifications.
- Maintain progress photos and inspection reports on a daily basis.
- Attend progress meetings if required by the Township.
- Issue the appropriate correspondence to the Contractor, which if required, will consist of non-conformance matters, delays, traffic issues, resident complaints, etc....
- Reviewing and approving requests for monthly and final payments to Contractors. Progress payments will be in accordance with actual amount of work completed and approved by the Municipality.
- Negotiate Change Orders, if applicable, and prepare the necessary documents for same.
- Perform a walk through with the appropriate officials upon substantial completion, and prepare a punch list.
- Making a final inspection and report on the completed project.
- Issue a certificate of completion to the Governing Body on completion of construction contracts.
- Submit close out documentation to the appropriate agencies, if applicable

Be advised that site safety is the sole responsibility of the Contractor. However, should Neglia Engineering Associates observe conditions that are a detriment to vehicular and pedestrian traffic we will advise the Contractor accordingly.

- Extra Work – Should it become necessary that extra work be performed beyond the limits of the above, or should the scope of the project be expanded, the additional work will be billed at our hourly rates which are on file with the Municipality.
- Any costs stated for the construction management phase of this proposal is based on estimated construction time. The actual time expended will depend on the ability and performance of the contractor. Any additional time expended will be billed at our hourly rates, which are on file with the Municipality.

We as Engineer's shall maintain books, records, documents and other evidence directly pertinent to

performance of this agreement in accordance with accepted professional practice, appropriate accounting procedures and practices. Any duly authorized representatives of the Municipality, State, County, and Federal Agencies shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The Engineer will provide proper facilities for such access and inspection.

V. REIMBURSABLE EXPENSES

An estimated allowance for reimbursable expenses includes, but is not limited to, express mailings / courier services, plan and report reproduction, mileage and tolls has been included within the overall project budget. All filing, review, submission, permit, escrow, etc. fees have not been included as part of this contract as it is understood that your office will be providing said fees. Please be aware that we will invoice your office based upon actual reimbursable expenses utilized without further authorization required. The actual reimbursable expenses utilized may be less than or greater than the estimated allowance provided and agreed on as part of this contract.

VI. PAYMENTS AND COST OF SERVICES SUMMARY

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. Neglia Engineering Associates will perform the above services indicated in the above scope of services on a **Lump Sum** basis for engineering design services and construction management services. All reimbursable expenses will be invoiced in accordance with the attached rate schedule. Additional services beyond the indicated scope will be billed on a time and material basis.

Surveying, Engineering & Construction Management	\$ 19,690.00 Lump Sum
Reimbursable Expenses (Extra)	\$ 300.00 Allowance

All other work not mentioned or described herein is not included within the fee proposed.

VII. 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 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 one 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. 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 Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

VIII. 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 Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall 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 Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

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 later 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.)

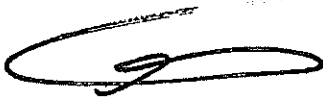
No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement. The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

GENERAL TERMS

1. Client agrees to assist Neglia Group (Neglia), 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 agree 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 to our 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 you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Engineering Associates



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

Attachments:

Municipal Rates – Berkeley Heights Contract

Accepted this _____ day of _____ 2024

By: _____

Title: _____

Project Title: 2024 Miscellaneous Drainage Improvements – Martins Lane

#5

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

**RESOLUTION AUTHORIZING THE TOWNSHIP OF BERKELEY HEIGHTS TO
ENTER INTO A NATIONAL PURCHASING COOPERATIVE AGREEMENT WITH
BUY BOARD**

WHEREAS, The Township of Berkeley Heights is desirous of participating in a Cooperative Pricing Agreement pursuant to N.J.S.A. 40A:11-1 es seq., with Buy Board; and

WHEREAS, Buy Board National Purchasing Cooperative membership is available to government, education and non-profit agencies at no cost, liability or obligation to the member; and

WHEREAS, N.J.S.A. 52:35-6.2 authorizes contracting units to purchase goods or to contract for services through use of a nationally recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting agent within the State of New Jersey or within any other state when available; and

WHEREAS, the Buy Board National Purchasing Cooperative contract purchasing solutions result in valuable product and service solutions, which will make the procurement process efficient and provide cost savings to the Township.

NOW, THEREFORE BE IT RESOLVED, BY THE Township Council of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes the Township to enter into an agreement with the Buy Board National Purchasing Cooperative Pricing System; and

NOW, THEREFORE BE IT FINALLY RESOLVED, that a Township Official is hereby authorized to sign such Agreement with the Buy Board National Purchasing Cooperative on behalf of the Township of Berkeley Heights.

Approved this 21st day of May, 2024.

ATTEST:

Ana Minkoff, Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
COUTO				
DONNELLY				
FOSTER				
ILLIS				
MACHADO				
POAGE				

6

**TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION**

**A RESOLUTION TO AWARD PAYMENT OF 2023 LOSAP BENEFITS
TO ELIGIBLE MEMBERS OF THE TOWNSHIP OF BERKELEY HEIGHTS
VOLUNTEER RESCUE SQUAD**

WHEREAS, the Council of the Township of Berkeley Heights, Union County, New Jersey, adopted Ordinance num. 10-2019 establishing and implementing a Length of Service Awards Program (LOSAP), pursuant to N.J.S.A. 40A:14-183, and

WHEREAS, in accordance with the LOSAP program, a list of eligible members and corresponding award has been presented to the Chief Financial Officer, a copy of which is being annexed hereto; and

WHEREAS, a list of eligible members and proposed award has been reviewed by the Chief Financial Officer and funds have been certified accordingly;

NOW, THEREFORE BE IT RESOLVED, the Council of the Township of Berkeley Heights, hereby approve the list of eighteen (18) eligible members to receive full benefits in the amount of one-thousand three-hundred forty-four dollars and sixty-six cents (\$1,344.66) per eligible member, for a proposed total award of twenty-four thousand two-hundred three dollars and eighty-eight cents (\$24,203.88) of 2023 LOSAP benefits, for eligible members of the Township Volunteer Rescue Squad as annexed hereto; therefore, authorize payment accordingly.

APPROVED this 21st day of May, 2024

ATTEST:

Ana Minkoff
Township Clerk

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

	Name	LOSAP points
1	Birnbaum, Dave	87
2	Deegan, Allie	144
3	Delwart, Virginie	111
4	Gestone, Toni	125
5	Hammer, Alyssa	98
6	Kirsch, Steve	86
7	Kleinberg, Chuck	100
8	Lee, Sanghorn	135
9	Meyer, Howie	106
10	Minguet, Benoit	103
11	Muska, Michelle	86
12	Poulos, Monica	90
13	Rubenstein, Sharon	99
14	Savino, Joe	120
15	Schnitzer, Marc	101
16	Segalini, Nicole	101
17	Sternberg, Ori	100
18	Young, Michele	121

TOTAL MEMBERS ELIGIBLE FOR 2023 LOSAP: 18

Per Member: \$1,344.66

Total: \$24,203.88

Riding hours – Based on # of hours signed up in EMS Manager and verified by Operations Lt.

More than 800 hours yearly – 70 points

710-800 hours yearly – 60 points

600-709 hours yearly – 40 points

85 points to qualify

#7

TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY

RESOLUTION

**2024: AUTHORIZE TEMPORARY EMERGENCY
APPROPRIATIONS PURSUANT TO N.J.S.A. 40A:4-1
ET SEQ. (THE LOCAL BUDGET LAW)**

WHEREAS, an emergency condition has arisen with respect to emergency temporary appropriations needed in various line items and not adequate provisions have been made in the calendar year 2024 temporary budget for the aforesaid purposes; and,

WHEREAS, N.J.S.A. 40A:4-20 provides for the creation of emergency temporary appropriations for the purposes above mentioned; and,

WHEREAS, the total emergency temporary appropriation resolutions adopted in the year 2024 pursuant to the provisions of Chapter 96, P.L. 1951 including this resolution total \$17,265,314.60;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with N.J.S.A. 40A:4-20, emergency temporary appropriations be authorized and the same are hereby made as provided in the attachment;

BE IT FURTHER RESOLVED, that these emergency temporary appropriations be provided for in the 2024 municipal budget;

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Chief Financial Officer.

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND LAWFUL COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, STATE OF NEW JERSEY AT ITS MEETING OF MAY 21, 2024

Ana Minkoff
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
COUTO				
DONNELLY				
FOSTER				
ILLIS				
MACHADO				
POAGE				
TIE - MAYOR DEVANNEY				

**BERKELEY HEIGHTS TOWNSHIP
FINANCE DEPARTMENT
FISCAL YEAR 2024 TEMPORARY BUDGET**

DESCRIPTION	2023 ADOPTED BUDGET	2024 TEMPORARY BUDGET
CURRENT FUND		
MAYORS&W	4,000.00	2,050.00
MAYOR OE	1,225.00	627.82
GENERAL ADMINISTRATION S&W	251,000.00	125,137.50
GENERAL ADMINISTRATION OE	230,850.00	163,310.63
TOWNSHIP COUNCIL S&W	21,000.00	10,762.50
TOWNSHIP COUNCIL OE	3,300.00	1,691.25
TOWNSHIP CLERK S&W	193,500.00	99,168.75
TOWNSHIP CLERK OE	51,300.00	26,291.26
TAX ASSESSOR S&W	82,500.00	42,281.25
TAX ASSESSOR OE	129,000.00	66,112.51
TAX APPEALS	125,000.00	64,062.50
FINANCIAL ADMINISTRATION S&W	100,000.00	92,300.00
FINANCIAL ADMINISTRATION OE	185,900.00	67,773.75
ANNUAL AUDIT	45,000.00	23,062.50
TAX COLLECTOR S&W	83,400.00	42,742.50
TAX COLLECTOR OE	9,850.00	6,548.13
LEGAL OE	196,000.00	100,450.00
FIRE HYDRANT SERVICES OE	220,000.00	165,000.00
ENGINEERING S&W	109,300.00	56,016.25
ENGINEERING OE	364,154.00	186,628.93
BOARD OF ADJUSTMENT OE	13,350.00	6,841.89
PLANNING BOARD S&W	64,700.00	33,158.75
PLANNING BOARD OE	97,000.00	49,712.50
ENVIRONMENTAL COMMISSION	3,830.00	2,681.00
UNIFORM CONSTRUCTION CODE S&W	453,100.00	232,213.75
UNIFORM CONSTRUCTION CODE OE	75,700.00	60,096.25
LIABILITY INSURANCE	702,500.00	526,875.00
EMPLOYEES GROUP INSURANCE	2,739,000.00	2,054,249.90
GROUP INSURANCE WAIVERS	50,000.00	37,500.00
LENGTH OF SERVICE AWARDS PROGRAM	37,500.00	28,125.00

DESCRIPTION	2023 ADOPTED BUDGET	2024 TEMPORARY BUDGET
POLICE S&W	3,617,100.00	1,853,763.75
POLICE OE	241,000.00	123,512.51
CROSSING GUARDS S&W	131,200.00	67,240.00
CROSSING GUARDS OE	5,000.00	2,562.51
PUBLIC DEFENDER S&W	7,500.00	4,093.75
MUNICIPAL PROSECUTOR S&W	16,000.00	8,200.00
FIRE PREVENTION S&W.	23,298.40	11,940.43
FIRE PREVENTION OE	10,000.00	4,875.00
OFFICE OF EMERGENCY MANAGEMENT S&W	17,500.00	8,968.75
OFFICE OF EMERGENCY MANAGEMENT OE	7,900.00	4,048.76
FIRE DEPARTMENT OE	176,325.00	90,366.57
AID TO RESCUE SQUAD OE	107,447.00	55,066.59
BUIDLINGS AND GROUNDS S&W	139,700.00	71,596.25
BUIDLINGS AND GROUNDS OE	182,300.00	93,428.75
SNOW REMOVAL S&W	75,000.00	59,687.50
SNOW REMOVAL OE	144,000.00	104,300.00
STREETS & ROADS MAINT S&W	639,300.00	327,641.25
STREETS & ROADS MAINT OE	137,270.00	70,350.88
VEHICLE MAINTENANCE S&W	193,900.00	99,373.75
VEHICLE MAINTENANCE OE	160,000.00	82,000.00
SOLID WASTE. COLLECTION OE	550,000.00	351,875.00
PUBLIC HEALTH SERVICES OE	10,000.00	5,125.00
WELFARE ADMINISTRATION OE	4,000.00	2,050.00
RECREATION S&W	90,800.00	46,535.00
RECREATION OE	25,100.00	12,863.75
MUNICIPAL COURT S&W	23,000.00	11,787.50
MUNICIPAL COURT OE	3,500.00	1,793.75
CAPITAL IMPROVEMENT FUND	250,000.00	25,000.00
MUNICIPAL LIBRARY S&W	560,000.00	287,000.00
MUNICIPAL LIBRARY OE	671,916.00	314,979.00
POSTAGE	9,500.00	6,868.75
CONDOMINIUM SERVICES		6,000.00

DESCRIPTION	2023 ADOPTED BUDGET	2024 TEMPORARY BUDGET
WASTE WATER TREATMENT PLANT S&W	656,300.00	336,353.75
WASTE WATER TREATMENT PLANT OE	1,038,200.00	950,000.00
UTILITIES:		
ELECTRICITY	330,000.00	239,125.00
STREET LIGHTING	130,000.00	66,625.00
WATER	40,000.00	20,500.00
GASOLINE	210,000.00	107,625.00
TELEPHONE	150,060.00	76,875.00
NATURAL GAS/PROPANE	110,000.00	86,375.00
STATUTORY REQUIREMENTS:		
PUBLIC EMPLOYEES RETIREMENT SYSTEM	436,103.00	419,444.00
DEFINED CONTRIBUTION RETIREMENT SYSTEM	15,000.00	18,750.00
SOCIAL SECURITY	600,000.00	585,000.00
POLICE AND FIREMEN RETIREMENT SYSTEM	1,061,198.00	1,150,458.00
SHARED SERVICES:		
NEW PROVIDENCE - MUNICIPAL COURT	118,316.00	112,400.20
NEW PROVIDENCE - SEWER	160,000.00	112,000.00
MADISON - INFORMATION TECHNOLOGY	27,000.00	25,650.00
UNION COUNTY - HEALTH SERVICES	63,048.24	59,925.83
BOARD OF EDUCATION - VEH MAINTENANCE S&W	3,500.00	2,450.00
BOARD OF EDUCATION - VEH MAINTENANCE OE	21,000.00	19,950.00
BOARD OF EDUCATION - POLICE	25,000.00	17,500.00
BOARD OF EDUCATION - POLICE DISPATCH 911	156,060.00	148,257.00
BOARD OF EDUCATION -TV COMMUNICATION	1,500.00	1,050.00
DEBT SERVICE:		
NJ INFRASTRUCTURE BANK LOANS	495,140.33	412,500.00
BOND PRINCIPAL	1,625,000.00	1,800,000.00
BOND INTERESTS	1,676,950.00	1,601,050.00
NOTE PRINCIPAL	243,214.00	200,000.00
NOTE INTERESTS	342,809.44	107,084.00
TOTAL	<u>\$20,224,740.64</u>	<u>\$17,265,314.60</u>

8

RESOLUTION # - 2024

RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, UPDATING THE MEMBERSHIP OF THE MOUNT LAUREL SUBCOMMITTEE TO ASSIST THE TOWNSHIP IN ADDRESSING AFFORDABLE HOUSING ISSUES

WHEREAS, Berkeley Heights Township (hereinafter the “Township”) received a Round 3 Judgment of Compliance and Repose (“JOR”) on October 12, 2017, which was finalized by an Order entered by the Court on June 21, 2018; and

WHEREAS, the JOR provides the Township with immunity from all Mount Laurel lawsuits, including builder’s remedy lawsuits, until July 2, 2025; and

WHEREAS, in order to facilitate the Township’s continuing efforts to implement its adopted, endorsed and Court approved Round 3 Housing Element and Fair Share Plan (hereinafter “Affordable Housing Plan”), and to enable the Township to make informed decisions approaching Round 4, the Township Council finds it prudent to create a Mount Laurel Subcommittee which will meet as needed and will provide informed recommendations to the Township Council.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Township hereby created a Mount Laurel Subcommittee to ensure that the Township continues to address its affordable housing obligations and complies with the ever-changing Mount Laurel laws that determine the Township’s responsibilities and how to address them.

2. In particular, the Mount Laurel Subcommittee shall assist the professionals in (a) investigating the facts and all the issues relevant to the Township’s affordable housing obligations; (b) reviewing and discussing all draft ordinances, resolutions, and other relevant documents associated with the Township’s Affordable Housing Plan and all related planning documents; (c) discussing any issues relevant to the Township’s efforts to address future obligations as defined by the courts, the legislature, and/or various state agencies and (e) making recommendations to the Township Council regarding affordable housing issues.

3. The Mount Laurel Subcommittee shall meet periodically to discuss the current status of the law and to take such steps to assist the Township in meeting its objective of addressing its affordable housing obligations.

4. The Township hereby designates the following persons to be assigned to the Mount Laurel Subcommittee: (i) Mayor Devanney; (ii) Township Administrator, Liza Viana; (iii) Redevelopment Attorney Matthew D. Jessup, Esq.; (iv) Special Mount Laurel Counsel, Erik C. Nolan, Esq.; (v) Affordable Housing Planner Michael Mistretta, PP; (vi)

Township Planner Liz Leheny, PP; (vii) Township Council President John Foster; and (viii) Township Planning Board member Jeanne Kingsley.

5. The initial chairman of the Mount Laurel Subcommittee shall be the Mayor.

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

APPROVED this 21st day of May, 2024.

ATTEST:

Ana Minkoff
Township Clerk

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

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

RESOLUTION

IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, Union County, New Jersey, that **Ryan Siksnius & Jeremy Siksnius**, are hereby appointed to the Active roster of the Berkeley Heights Volunteer Fire Department effective on May 21, 2024.

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

APPROVED this 21st day of May, 2024.

ATTEST:

Ana Minkoff
Township Clerk

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