

# **Township of Berkeley Heights Union County, New Jersey**

## **Township Council Public Meeting August 19, 2025 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. This meeting will not substantially go past 9:30 p.m.

### **COUNCIL MEMBERS:**

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

### **AGENDA FOR PUBLIC MEETING**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. FLAG SALUTE**
- IV. PROCLAMATION**
- V. CONFERENCE SESSION**
  - Connell Rezoning - Connell
- VI. REGULAR AGENDA**
- VII. APPROVAL OF MINUTES**
  - Public Meetings: June 26, 2025, July 15, 2025, and August 5, 2025
- VIII. ORDINANCE(S) FOR PUBLIC HEARING AND FINAL ADOPTION:**
  - Ordinance(s) Introduced on July 15, 2025*

#### **Ordinance 2025-25**

**AN ORDINANCE AMENDING THE TOWNSHIP CODE TO INCREASE THE AFFORDABLE  
MANDATORY SET-ASIDE**

*Ordinance(s) Introduced on August 7, 2025*

**Ordinance 2025-26**

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING \$3,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,386,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

**IX. 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.

**X. 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. 2025-

240. Resolution approving Bill List dated August 19, 2025, in the amount of \$2,082,467.71.

241. Resolution awarding and confirming emergency contracts under New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-6 resulting from emergent conditions as a result of the storms and flooding of July 14, 2025.

242. Resolution authorizing an increase in the not to exceed amount for 2025 for the contract awarded to USALCO, LLC for the provision of aluminum sulfate for the Wastewater Treatment Plant.

243. Resolution authorizing a Shared Services Agreement with the Berkeley Heights Board of Education for Vehicle Maintenance Services.

244. Resolution awarding a professional services contract to Neglia Group for surveying, engineering and construction management services for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project.

- 245. Resolution awarding a professional services contract to Neglia Group for the preparation of a Watershed Inventory Report for Phase 1 of the Watershed Improvement Plan project.
- 246. Resolution authorizing a contract with National Water Main Cleaning for the repair of manholes & pipelines, and collections system services for the Township's Wastewater Treatment Plant pursuant to BuyBoard National Cooperative Purchasing Program.
- 247. Resolution awarding a contract to Rapid Pump & Meter Service Co. for various capital improvement projects at the Wastewater Treatment Plant.
- 248. Resolution authorizing a grant application to the Union County 2025 Kids Recreation Trust Grant program for the continued rehabilitation and improvements of the Township's parks and facilities.
- 249. Resolution authorizing a grant application to the 2025 Greening Union County Grant program for additional tree plantings throughout the Township.
- 250. Resolution authorizing a grant application to the 2025 Preserve Union County Grant program for the continued restoration of the historic Littell-Lord Farmstead.
- 251. Resolution authorizing the redemption of a Tax Sale Certificate to Realty Solutions JV LLC.
- 252. Resolution authorizing the 100% Disabled Veteran tax exemption to the resident owner of the property located at 2 Lillian Court (Block 3303, Lot 14.10).
- 253. Resolution authorizing the 100% Disabled Veteran tax exemption to the resident owner of the property located at 6 Chestnut Hill Drive (Block 3805, Lot 16).
- 254. Resolution authorizing the release of a Road Opening Bond in the amount of \$2,000.00, for work performed at 243 Sutton Drive.
- 255. Resolution authorizing the release of a Road Opening Bond in the amount of \$2,000.00, for work performed at 7 Lillian Court.
- 256. Resolution authorizing the release of Cash Performance Bond in the amount of \$7,500.00 for work performed at 119 Chestnut Hill Drive.
- 257. Resolution authorizing the release of Cash Performance Bond in the amount of \$5,000.00 for work performed at 100 & 200 Connell Drive.

258. Resolution authorizing a refund for building permit 25-0316 which was subsequently cancelled.

259. Resolution authorizing the refund of tax overpayment for the property located at 22 Baldwin Drive in the amount of \$5,827.11.

260. Resolution authorizing a block party at Crest Drive, on Saturday, September 6, 2025, from 3:00 – 6:00 p.m.

261. Resolution authorizing a block party at Holly Glen Lane South, on Saturday, September 6, 2025, from 1:00 – 8:00 p.m.

262. Resolution authorizing a block party at Rutgers Avenue, on Saturday, September 20, 2025, from 12:00 – 8:00 p.m.

263. Resolution appointing Thomas Gbur to the inactive list of the Berkeley Heights Volunteer Fire Department.

**XI. ORDINANCE(S) FOR INTRODUCTION**

**XII. TOWNSHIP COUNCIL REPORTS**

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

**ADMINISTRATION REPORTS**

Mayor Devanney  
Liza Viana

**XIII. EXECUTIVE SESSION**

**XII. ADJOURNMENT**

**Angela Lazzari, Township Clerk**

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

**ORDINANCE NO. 2025-25**

**AN ORDINANCE AMENDING THE TOWNSHIP CODE TO INCREASE THE AFFORDABLE  
MANDATORY SET-ASIDE**

**WHEREAS**, the Fair Housing Act has been amended by the legislature to create a new process for the approval of municipal affordable housing plans for the Fourth Round pursuant to the New Jersey Supreme Court's Mount Laurel doctrine; and

**WHEREAS**, the Township of Berkeley Heights has filed a declaratory judgement action seeking a certificate of compliance from the newly created Program for the Fourth Round certifying the Township's Housing Element and Fair Share Plan satisfies the Township's constitutional obligation to provide for affordable housing; and

**WHEREAS**, the Township has determined to amend the Township's affordable housing ordinance to modify the required mandatory affordable housing set-aside to apply throughout the Township for residential development of five units or more in order to expand affordable housing opportunities from multifamily developments that otherwise would not be required to provide for an affordable housing set-aside;

**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.** Appendix A, "Municipal Land Use Procedures Ordinance," Part 18A, "Affordable Housing Mandate Set-Aside," shall be amended as follows:

**Article 18A.1 – Purpose**

This Ordinance is intended to ensure that any site that benefits from a rezoning, variance or redevelopment plan approved by the Township or a Township Land Use Board that results in multi-family residential development of five (5) dwelling units or more produces affordable housing at a set-aside rate of twenty (20) percent for for-sale affordable units and at a set-aside rate of ~~fifteen (15)~~ **twenty (20)** percent for rental affordable units. This Ordinance shall apply except where inconsistent with applicable law.

**Article 18A.2 – Mandatory Set-Aside Ordinance**

If the Township or a Township Land Use Board permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, the Township or the Township's Land Use Board shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Land Use Board, or

## ORDINANCE NO. 2025-25

adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. For any such development for which the Township's land use ordinances (e.g., zoning or an adopted Redevelopment Plan) already permitted residential development as of the effective date of this Ordinance, this requirement shall only apply if the Township permits an increase in approvable and developable gross residential density to at least twice the permitted approvable and developable gross residential density as of the effective date of this Ordinance. Nothing in this paragraph precludes the Township or the Township's Land Use Board from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is twenty (20) percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is ~~fifteen (15)~~ **twenty (20)** percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Township's Settlement Agreement with FSHC dated September 13, 2016, or in the Township's Housing Element and Fair Share Plan, adopted by the Township Planning Board and endorsed by the Township Council on March 15, 2017, for which density and set-aside standards shall be governed by the specific standards set forth therein.

Furthermore, this section shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is five (5) or more.

**SECTION III.** 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 IV.** 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 V.** This Ordinance shall take effect after passage and publication in the manner provided by law.

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Angie Devanney, Mayor

# ORDINANCE NO. 2025-25

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
		X				<b>Manuel Couto</b>						
					X	<b>John Foster</b>						
	X	X				<b>Margaret Illis</b>						
X		X				<b>Bill Machado</b>						
		X				<b>Andrew Moran</b>						
		X				<b>Susan Poage</b>						
Introduced: July 15, 2025						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. <div style="text-align: right; margin-top: 20px;">             _____              Angela Lazzari, Township Clerk           </div>						
Final Adoption: August 19, 2025												

**TOWNSHIP OF BERKELEY HEIGHTS**

**NOTICE OF INTRODUCTION**

**Ordinance 2025-25**

**AN ORDINANCE AMENDING THE TOWNSHIP CODE TO INCREASE THE AFFORDABLE  
MANDATORY SET-ASIDE**

I, Angela Lazzari, Township Clerk of the Township of Berkeley Heights, do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **July 15, 2025** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **August 19, 2025** at **6:30** p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk's office in said Municipal Building, to the members of the general public who shall request the same.

**Angela Lazzari  
Township Clerk**



**TOWNSHIP OF BERKELEY HEIGHTS**

**NOTICE OF FINAL ADOPTION**

**Ordinance 2025-25**

**AN ORDINANCE AMENDING THE TOWNSHIP CODE TO INCREASE THE  
AFFORDABLE MANDATORY SET-ASIDE**

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 August 19, 2025.

**Angela Lazzari, RMC  
Township Clerk  
Township of Berkeley Heights**

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

**ORDINANCE NO. 2025-26**

**BOND ORDINANCE PROVIDING FOR VARIOUS  
CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP  
OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION,  
NEW JERSEY, APPROPRIATING \$3,565,000 THEREFOR  
AND AUTHORIZING THE ISSUANCE OF \$3,386,000  
BONDS OR NOTES OF THE TOWNSHIP TO FINANCE  
PART OF THE COST THEREOF.**

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township"), as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$3,565,000, and further including the aggregate sum of \$179,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$3,386,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
a) Various road improvements, including all work and materials necessary therefor and incidental thereto.	\$3,290,000	\$3,128,000	10 years
b) Various culvert/bridge improvements, including all work and materials necessary therefor and incidental thereto.	\$235,000	\$220,000	15 years
c) Paving of driveway on public building and grounds, including all work and materials necessary therefor and incidental thereto.	<u>\$40,000</u>	<u>\$38,000</u>	10 years
Totals:	<u>\$3,565,000</u>	<u>\$3,386,000</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall

bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10.32 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$3,386,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$713,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof (including, without limitation, any reimbursement moneys received from the Federal Emergency Management Agency) shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
		X				Manuel Couto						
	X	X				John Foster						
		X				Margaret Illis						
X		X				Bill Machado						
					X	Andrew Moran						
		X				Susan Poage						
Introduced:					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.							
August 7, 2025												
Final Adoption:												
August 19, 2025					Angela Lazzari, Township Clerk							

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

**NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Berkeley Heights, in the County of Union, State of New Jersey, on August 7, 2025. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at 29 Park Avenue, Berkeley Heights on August 19, 2025 at 6:30 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING \$3,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,386,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

Purposes:

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
a) Various road improvements, including all work and materials necessary therefor and incidental thereto.	\$3,290,000	\$3,128,000	10 years
b) Various culvert/bridge improvements, including all work and materials necessary therefor and incidental thereto.	\$235,000	\$220,000	15 years
c) Paving of driveway on public building and grounds, including all work and materials necessary therefor and incidental thereto.	<u>\$40,000</u>	<u>\$38,000</u>	10 years
Totals:	<u>\$3,565,000</u>	<u>\$3,386,000</u>	

Appropriation: \$3,565,000  
Bonds/Notes Authorized: \$3,386,000  
Grants (if any) Appropriated: N/A  
Section 20 Costs: \$713,000  
Useful Life: 10.32 years

Angela Lazzari, Clerk

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



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

**BOND ORDINANCE STATEMENT AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township of Berkeley Heights, in the County of Union, State of New Jersey on **August 19, 2025** and the 20 day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING \$3,565,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$3,386,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

Purposes:

<u>Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
a) Various road improvements, including all work and materials necessary therefor and incidental thereto.	\$3,290,000	\$3,128,000	10 years
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c) Paving of driveway on public building and grounds, including all work and materials necessary therefor and incidental thereto.	<u>\$40,000</u>	<u>\$38,000</u>	10 years
Totals:	<u>\$3,565,000</u>	<u>\$3,386,000</u>	

Appropriation: \$3,565,000  
Bonds/Notes Authorized: \$3,386,000  
Grants (if any) Appropriated: N/A  
Section 20 Costs: \$713,000  
Useful Life: 10.32 years

Angela Lazzari, 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 **08/19/2025**, in the amount of **\$2,082,467.71** such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

**Approved this 19th day of August, 2025.**

**ATTEST:**

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**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**

**RESOLUTION AWARDING AND CONFIRMING EMERGENCY CONTRACTS UNDER NEW JERSEY LOCAL PUBLIC CONTRACTS LAW, N.J.S.A. 40A:11-6 RESULTING FROM EMERGENT CONDITIONS AS A RESULT OF THE STORMS AND FLOODING OF JULY 14, 2025**

**WHEREAS**, an emergency has arisen as a result of the storms and flooding of July 14, 2025 which caused emergent conditions throughout the Township of Berkeley Heights requiring immediate road and drainage repairs throughout the Township; and

**WHEREAS**, the OEM Coordinator and Township Engineer have certified the emergency and remedial action is required and the need for such could not have been foreseen; and

**WHEREAS**, the Chief Financial Officer/Qualified Purchasing Agent has certified the need to enter into an emergency contract to provide for the road and drainage repairs; and

**WHEREAS**, the Township may, in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-6 et seq.), negotiate or award a contract without public advertising for bids therefore, notwithstanding that the contract price will exceed the bid threshold, when such emergency affects the public health, safety or welfare; and

**WHEREAS**, the Township wishes to award the following contracts to address the emergency road and drainage repairs for a total amount not to exceed \$\_\_\_\_\_.

Vendor	Project	Location(s)	Cost	Proposal
Smith Soudy Asphalt Construction Co. 150 Anderson Ave. Wallington, NJ 07057	Road Repairs	Russo Place Mountain Ave & Park Ave	\$ 126,710.00	7/21/2025
Montana Construction Inc. 80 Contant Ave. Lodi, NJ 07644	Storm Pipe Cleaning	Russo Place/Locust Avenue	\$ 375,000.00	7/17/2025
Carroccia Co. 336 US-22 Green Brook Township, NJ 08812	Road Repairs			

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Township Council of the Township of Berkeley Heights hereby approve and confirm the aforementioned contracts awarded for emergency services per N.J.S.A. 40A:11-6 et seq. in the amount of \$\_\_\_\_\_.

**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 \$\_\_\_\_\_ from as follows:

Account Number	Amount	Description
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**TOTAL:**

TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

Approved this 19th day of August, 2025.

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**

**RESOLUTION AUTHORIZING AN INCREASE IN THE NOT TO EXCEED AMOUNT FOR 2025 FOR  
THE CONTRACT AWARDED TO USALCO FOR ALUMINUM SULFATE**

**WHEREAS**, the Township accepted bids on December 28, 2022, for the provision of Aluminum Sulfate (8.3% AL<sub>2</sub>O<sub>3</sub>) Solution for the Wastewater Treatment Plant; and

**WHEREAS**, Resolution 52-2023 authorized the award of a (3)-year contract with USALCO, LLC, of 2601 Cannery Avenue, Baltimore, MD, 21226, to provide Aluminum Sulfate to the Township in an amount not to exceed \$249,711 for (3) years, which is \$83,237.00 per year; and

**WHEREAS**, the bid was awarded based on the Township's estimated annual usage and proposed unit price per gallon of Aluminum Sulfate; and

**WHEREAS**, the Township's Wastewater Treatment Plant Director has identified a need to increase the aluminum sulfate usage to remain in compliance with the NJDEP acceptable limits identified for waste flow; and

**WHEREAS**, the Township wishes to authorize an increase in the not to exceed amount for the contract with USALCO, LLC for the year 2025.

**NOW, THEREFORE, BE IT RESOLVED** that the Township Council of the Township of Berkeley Heights, County of Union, New Jersey, does hereby authorize an increase of **\$55,000.00** in the not to exceed amount for the contract with USALCO, LLC, raising the total amount not to exceed **\$138,237.00** for 2025.

**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 **\$55,000.00** from account # **5-01-26-295-029 – Sewer-Other Contractual Items**.

**Approved this 19th day of August, 2025.**

**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**

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE BERKELEY HEIGHTS BOARD  
OF EDUCATION FOR VEHICLE MAINTENANCE SERVICES**

**WHEREAS**, based upon the needs of the Berkeley Heights Board of Education (the "Board of Education") for vehicle repair and maintenance services, and the Township of Berkeley Heights ("Township") resources and ability to furnish such services, the Township and the Board of Education entered into a Shared Services Agreement, on April 8, 2025, for the provision of vehicular maintenance, repair and fuel services, which agreement expires on August 31, 2025; and

**WHEREAS**, the Township and the Board of Education have reviewed their respective needs, resources and personnel and have found that the Township can continue to assist with the Board of Education's vehicular maintenance needs through its Department of Public Works; and

**WHEREAS**, the Township Council finds it to be in the best interest of the Township and its residents to enter into another Shared Services Agreement for the continued provision of maintenance, repair and fuel services for the Board of Education vehicles; and

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

**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 Shared Services Agreement with the Berkeley Heights Board of Education for the provision of vehicular maintenance services, for a term from September 1, 2025 through August 31, 2028, for the Board of Education's vehicles be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to execute the Agreement in substantially the form attached hereto.

**BE IT FURTHER RESOLVED** that the appropriate Township officials are hereby authorized to take any and all further action necessary to effectuate the Shared Services Agreement.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately pursuant to law, and upon approval of the Shared Services Agreement by the Board of Education.

**Approved this 19th day of August, 2025.**

**ATTEST:**

\_\_\_\_\_  
**Angela Lazzari, RMC**  
**Township Clerk**

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

**SHARED SERVICES AGREEMENT**  
**between the**  
**BERKELEY HEIGHTS BOARD OF EDUCATION**  
**and the**  
**TOWNSHIP OF BERKELEY HEIGHTS**  
**for**  
**VEHICLE MAINTENANCE**

This SHARED SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the parties hereto:

**THE TOWNSHIP OF BERKELEY HEIGHTS**, a New Jersey municipal corporation with address at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (hereinafter the "Township"); and

**THE BERKELEY HEIGHTS BOARD OF EDUCATION**, having offices at 345 Plainfield Avenue, Berkeley Heights, New Jersey 07922 (hereinafter the "Board of Education").

**WITNESSETH**

**WHEREAS**, the Township and the Board of Education have reviewed their needs, resources and personnel and have found that they can assist each other at considerable savings to the taxpayers of the Township of Berkeley Heights, and

**WHEREAS**, it would be in the best interest of the residents of the Township to enter a Shared Services Agreement for the exchange of services and various other opportunities such as the Township providing repair and maintenance services for the Board of Education vehicles; and

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

**WHEREAS**, the Township and the Board of Education hereby wish to enter into this Shared Services Agreement.

**NOW, THEREFORE**, for and in the good and valuable consideration in hand paid, receipt of which is hereby acknowledge, and in consideration of the mutual covenants and obligations

hereinafter set forth, the Township and the Board of Education hereby agree to and with each other as follows:

1. **Services to be Provided.** The Township hereby agrees to provide, through the Township's Public Works Department, regular vehicular maintenance and repair services for the Board of Education's vehicles similar to such services on the Township vehicles. Prior to performing any maintenance or repairs, the Township's Public Works Department shall provide a written estimate for the costs of such maintenance or repairs for each vehicle pursuant to the terms of Section Three herein below. The Township's labor hours required to assess each vehicle and prepare the written estimate may be included in the costs to make such maintenance or repair.

All of the Township services set forth herein are to be scheduled and performed by Township staff and personnel, thus are subject to the availability of the township staff and personnel to perform such services. The Township shall not be required to hire additional staff or personnel, or contract with outside firms or individuals in order to perform any of the services identified herein. The Township expressly reserves the right to refuse to provide any service which it can no longer perform due to staff or personnel availability.

2. **Fuel.** The Township, through its Public Works Department, shall provide fuel (gas/diesel) for vehicles owned and/or operated by the Board of Education (the "Fuel"). The cost of the Fuel shall be the current market rate for each date Fuel is provided. The current market rate is defined as the price of fuel charged to the Township for its most recent delivery to the Township's Department of Public Works (DPW). For example, if the price of fuel charged to the Township is \$2.61/gallon on the date of delivery to DPW, that is the rate that will be charged to the Board until such time as the DWP receives its next delivery. The Township shall generate, on a monthly basis, a Fuel invoice (the "Fuel Invoice") indicating the price for and amount of Fuel provided by the Township's Public Works Department. The Fuel Invoice shall be provided to the BOE on the 1<sup>st</sup> of each month, together with the vehicle maintenance invoice and vehicle maintenance reports. Payment for services rendered shall be made by the Board of Education to the Township within thirty (30) days from receipt of the voucher/invoice for said services from the Township.
3. **Consideration.** In exchange for the services provided by the Township set forth in Section 1 hereinabove, the Board of Education agrees to pay the Township the cost of the parts necessary to complete the vehicular maintenance and repair, at the Township's actual cost for such parts, along with a rate of \$36.22 per hour in 2025, \$37.36 per hour in 2026 and \$38.53 per hour in 2027 to cover the Township's labor costs. Payment for services rendered shall be made by the Board of Education to the Township within thirty (30) days from receipt of the voucher/invoice for said services from the Township.

Pursuant to N.J.S.A. 40A:65-7(g), in the event of any dispute as to the amount to be paid under this Agreement, the voucher/invoice shall be paid in full by the Board of Education; however, if through subsequent negotiation, mediation, arbitration or litigation, the amount



due shall be determined, agreed or adjudicated to be less than was actually so paid, then the Township shall repay the excess to the Board of Education.

4. **Term.** Pursuant to N.J.S.A. 40A:65-7(a)(4), this Agreement shall be for a term of three (3) years, from September 1, 2025 through August 30, 2028, or until such time as either party notifies the other, in writing, at least thirty (30) days in advance of the intent to terminate this Agreement, or if this Agreement is otherwise terminated pursuant to the terms herein.
5. **Insurance.** The Township and the Board of Education shall maintain appropriate automobile and liability insurance coverage; and annually provide a copy of its insurance certificate, naming the other party as an additional insured with regard to the use and maintenance of the Board of Education's vehicles. Minimum acceptable limits for bodily injury and property damage are \$1,000,000.00 each occurrence and \$3,000,000.00 aggregate.
6. **Indemnification.** The Board of Education, its successors, assigns, contractors, agents, servants, officers, employees, designees, guests and invitees, shall indemnify, defend and hold harmless the Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities decrees of any person(s) or entities related to the Board of Education's use of its vehicles, which duty to indemnify, defend and hold harmless shall commence immediately upon assertion of a claim against the Township. This indemnification shall not include any claim arising from any willful negligence on behalf of the Township officers and employees, in connection with the vehicular maintenance and repair services provided under this agreement. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorney's fees, court costs and any other expenses that may be incurred by the Township in connection with any and all claims, demands, suites, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the Board of Education's project(s). The Board of Education, upon notice from the Township, shall resist and defend, at the expense of the Board of Education, any legal action or proceeding brought against the Township and/or its officers, employees, representatives and/or agents with counsel selected in the sole discretion of the Township. In addition, at its option, the Township may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Board of Education's obligation under this Agreement.

The Township, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, shall indemnify, defend and hold harmless the Board of Education, its successors and assigns, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees or any person(s) or entities that may arise during the Township's officers

and employees performance of vehicular maintenance and repair services provided under this Agreement. This indemnification shall cease the moment the Board of Education accepts the vehicles and takes the same from the Township.

7. **Termination.** If either party breaches this Agreement, the other party may terminate this Agreement after providing thirty (30) days notice to the breaching party, providing such breaching party 30 days to cure any such breach. If the breach cannot be cured within 30 days, and the parties do not mutually agree to an extension thereof, the non-breaching party may terminate this Agreement and seek all appropriate legal redress.
8. **Assignment.** This Agreement shall not be assigned by either party.
9. **Notices.** All notices under this Agreement must be in writing. The notices must be sent via fax and regular mail simultaneously, or by certified mail, return receipt requested, or by an overnight delivery service of good repute, to the other party, at the addresses identified herein.

For the Township:                      Angela Lazzari, Township Clerk  
29 Park Avenue  
Berkeley Heights, NJ 07922

With a copy to:                        Scott Salmon  
Jardim Meisner Salmon Sprague & Susser  
30B Vreeland Road, Suite 100  
Florham Park, NJ 07932

And a copy to:                         Liza Viana, Township Administrator  
29 Park Avenue  
Berkeley Heights, NJ 07922

For the Board of Education:        Jennifer Nicholson  
School Business Administrator  
345 Plainfield Avenue  
Berkeley Heights, NJ 07922

With a copy to:                        David Disler, Esq.  
Porzio, Bromberg, & Newman  
100 Southgate Parkway  
P.O. Box 1997  
Morristown, NJ 07962-1997

The time at which any notice or demand shall be deemed given or served shall be the time at which such notice or demand is delivered, whether or not such delivery is refused. Any notice may also be delivered personally. The parties may designate by notice, in writing, a new or other address to which such notice or demand shall thereafter be so given, made or mailed.

10. **Miscellaneous.** This Agreement contains the entire understanding of the parties. This Agreement may not be modified or amended except by mutual agreement between the parties incorporated in writing and signed by the parties. This Agreement shall be construed in accordance with the laws of the State of New Jersey. In the event that any provision of the Agreement is deemed to be illegal by any Court or agency of competent jurisdiction, then the remaining provisions shall continue in full force and effect. In the event of any conflict between the terms, conditions, and provision of this Agreement and the provision of the parties' policies or any permissive State and/or Federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of each entities policies or any such permissive laws during the Agreement term.

11. Pursuant to N.J.S.A. 40A:65-4(b), a copy of this Agreement shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused this Agreement to be signed by the proper corporate officers and their corporate seal to be set hereto.

**ATTEST:**

**TOWNSHIP OF BERKELEY HEIGHTS**

\_\_\_\_\_  
Angela Lazzari  
Township Clerk

\_\_\_\_\_  
Angie D. Devanney  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

**BERKELEY HEIGHTS BOARD OF EDUCATION**

\_\_\_\_\_  
Jennifer Nicholson  
School Business Administrator/  
Board Secretary

\_\_\_\_\_  
Gale Bradford  
President, Board of Education

Date: \_\_\_\_\_

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

**RESOLUTION**

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA GROUP FOR  
SURVEYING, ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES FOR THE 2025  
MISCELLANEOUS ROADWAY IMPROVEMENTS – MIDDLE WAY / WINCHIP ROAD PROJECT**

**WHEREAS**, the Township of Berkeley Heights is in need of contracting for professional engineering services, including surveying, engineering and construction management services, for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project; 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, 2025, 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 August 12, 2025, to provide professional engineering services, including surveying, engineering and construction management services, for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project.

**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 Engineering Associates for professional engineering services, including surveying, engineering and construction management services, 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project, at a fee not to exceed **\$40,550.00**, pursuant to their proposal dated August 12, 2025.

**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 **\$40,550.00** from account # **C-04-24-017-250 – Ord 17-2024**.

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

**Approved this 19th day of August, 2025.**

**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**

**RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO NEGLIA GROUP FOR THE  
PREPARATION OF A WATERSHED INVENTORY REPORT FOR PHASE 1 OF WATERSHED IMPROVEMENT  
PLAN PROJECT**

**WHEREAS**, the Township of Berkeley Heights is in need of contracting for professional engineering services for the preparation of a Watershed Inventory Report for Phase 1 of the Watershed Improvement Plan, which is required by NJDEP as part of the NJDEP Municipal Stormwater Management Program; 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, 2025, 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 August 12, 2025, to provide professional engineering services for the preparation of a Watershed Inventory Report for Phase 1 of the Watershed Improvement Plan project.

**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 Engineering Associates for professional engineering services preparation of a Watershed Inventory Report for Phase 1 of the Watershed Improvement Plan project, at a fee not to exceed **\$48,470.00**, pursuant to their proposal dated August 12, 2025.

**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 **\$5,000.00** from account # C-04-19-009-102 – Ord 9-2019 Drainage Study - Construction and **\$42,720.00** from account # C-04-24-011-206, Ord 11-24 Stormwater Maps, for a total not to exceed **\$47,720.00**.

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

**Approved this 19th day of August, 2025.**

**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**

**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 **08/19/2025**, in the amount of **\$2,082,467.71** such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

**Approved this 19th day of August, 2025.**

**ATTEST:**

---

**Angela Lazzari, RMC**  
**Township Clerk**

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

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

**RESOLUTION**

**AUTHORIZING A CONTRACT WITH NATIONAL WATER MAIN CLEANING FOR THE REPAIR OF  
MANHOLES & PIPELINES, AND COLLECTIONS SYSTEM SERVICES FOR THE TOWNSHIP'S  
WASTEWATER TREATMENT PLANT PURSUANT TO BUYBOARD NATIONAL COOPERATIVE  
PURCHASING PROGRAM**

**WHEREAS**, the Wastewater Treatment Plant for the Township of Berkeley Heights is in need of services for the rehabilitation/repair of manholes & pipelines and collections system services; and,

**WHEREAS**, in furtherance of such purchase, the Qualified Purchasing Agent has researched and recommended the procurement of such services from an authorized vendor under the National Cooperative Purchasing Alliance pursuant to statute and Local Finance Notice 2012-10; and,

**WHEREAS**, National Water Main Cleaning has been awarded **Contract No. 730-24**, Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products), and **Contract No. 731-24**, Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products), as part of the BuyBoard National Purchasing Program, also known as BuyBoard, for the provision of certain goods and services inclusive of rehabilitation/ repair of manholes & pipelines, and collections system services.

**NOW, THEREFORE, BE IT RESOLVED** that the Mayor and Council of the Township of Berkeley Heights, County of Union, State of New Jersey do hereby authorize a contract with **National Water Main Cleaning** of 1806 Newark Turnpike, Kearny, NJ 07032, for the rehabilitation/repair of manholes & pipelines, and collections system services, pursuant to BuyBoard National Purchasing Program Contract No. 730-24, Cured in Place (CIPP) for Pipeline Rehabilitation (Thermo-Cured-Products), and Contract No. 731-24, Cured in Place (CIPP) for Pipeline Rehabilitation (Ultraviolet-Light-Cured-Products), in an amount not to exceed **\$300,000.00**.

**BE IT FURTHER RESOLVED** that the Chief Finance Officer of the Township of Berkeley Heights has certified that sufficient uncommitted funds are available for the purposes set forth herein in an amount not to exceed **\$300,000.00** from account # **C-04-25-019-E02 - Ordinance 2025-19 - Sewer Collection System & Pipeline**.

**Approved this 19th day of August, 2025.**

**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**

**RESOLUTION AWARDING A CONTRACT TO RAPID PUMP & METER SERVICE CO. FOR VARIOUS  
CAPITAL IMPROVEMENT PROJECTS AT THE WASTEWATER TREATMENT PLANT**

**WHEREAS**, on January 4, 2023, the Township of Berkeley Heights awarded a (3)-year contract with Rapid Pump & Meter Service Co. for the provision of Repair Services for On-Site rate of \$135.00 per hour, In-Shop \$75.00 per hour, Emergency rate, On-site \$162.00 per hour, In-shop \$72.00 per hour, as part of a Fair and Open process and pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS**, the Wastewater Treatment Plant for the Township of Berkeley Heights is in need of repair services for various projects at the Wastewater Treatment Plant as part of the capital improvements for the year 2025; 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**, Rapid Pump and Meter Service Co. has provided the following proposals to provide labor, material, and equipment for these capital improvements based on the contracted rates for Repair Services.

<b>Proposal Date</b>	<b>Project Name</b>	<b>Proposed Amount</b>
August 5, 2025	FST #2 Telescoping Valve Replacement – Revision 1	\$12,975.00
August 5, 2025	RNS Pumps #1 & #2 Impeller Replacement – Revision 1	\$17,925.00
August 5, 2025	RNS Pump #2 Repairs – Revision 1	\$18,150.00
August 14, 2025	Sump Pump #3 Replacement	\$39,880.00
August 15, 2025	Grit Channel Valve Replacement - 2025	\$7,450.00
<b>TOTAL COST:</b>		<b>\$96,380.00</b>

**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 Rapid Pump & Meter Service Co. for the aforementioned projects, at a fee not to exceed **\$94,350.00**, pursuant to their proposals.

**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 **\$94,350.00** as follows:

<b>Account Number</b>	<b>Amount</b>	<b>Description</b>
C-04-08-022-001	\$1,880.00	Ord 22-08 MODIFICATION TO SEWER PLANT
C-04-21-010-202	\$3,175.00	Ord 10-2021 Sewer Collection Rehab
C-04-25-019-E06	\$32,900.00	Ord 25-19 Sewer RNS Pump Overhaul
C-04-25-019-E07	\$7,450.00	Ord 25-19 Sewer Grit channel valve
C-04-25-019-E08	\$ 12,975.00	Ord 25-19 Sewer FST telescopic valve
C-04-25-019-E09	\$38,000.00	Ord 25-19 Sewer Scum Pump
<b>TOTAL:</b>	<b>\$ 96,380.00</b>	



TOWNSHIP OF BERKELEY HEIGHTS  
UNION COUNTY, NEW JERSEY

RESOLUTION

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

Approved this 19th day of August, 2025.

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**

**RESOLUTION AUTHORIZING THE APPLICATION OF THE 2025 UNION COUNTY KIDS  
RECREATION TRUST GRANT**

**WHEREAS**, the governing body of the Township of Berkeley Heights, County of Union, desires to further the public interest by obtaining a grant from the Union County 2025 Kids Recreation Trust Grant program; and

**WHEREAS** the grant request is in the amount of \$125,000 for the continued rehabilitation and improvements of the Township's parks and facilities, including but not limited to, connecting Lower Columbia to the 9/11 Memorial Park, improvements to make the entrance to 9/11 Memorial Park ADA compliant, safety improvements to Mary Kay McMillin baseball field, and adding/replacing shade structures at Memorial Park Playground, Lego Hut, and the Summer Playground entrance; and

**WHEREAS** the Township Council of the Township of Berkeley Heights does hereby authorize the filing of the above stated matching grant application in the amount of \$125,000; and

**WHEREAS**, the governing body further authorizes that, if awarded the grant, matching funds in the amount of \$125,000 are committed to complete this project within the required time frame; and

**NOW THEREFORE BE IT RESOLVED** that the Township Council of the Township of Berkeley Heights does hereby authorize the Berkeley Heights Recreation Department to a) make application for such a grant, b) if awarded, to execute a grant agreement with the County of Union, New Jersey, for the awarded amount, c) to execute any amendments thereto, and d) to expend the funds pursuant to the grant agreement.

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

**Approved this 19th day of August, 2025.**

**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**

**RESOLUTION AUTHORIZING AN APPLICATION FOR 2025 GREENING UNION COUNTY GRANT**

**WHEREAS**, the Governing Body of the Township of Berkeley Heights received notice from the Union County Board of Chosen Freeholders of its eligibility to receive a "Greening Union County" grant; and

**WHEREAS**, through "Greening Union County" every dollar spent by the Township of Berkeley Heights will be matched by Union County, tree for tree and dollar for dollar; and

**WHEREAS**, through "Greening Union County" a forestry professional will provide the installation and one-year maintenance guarantee for every tree purchased; and

**WHEREAS**, the Township of Berkeley Heights wishes to apply to the Union County Trust Fund through the "Greening Union County" grant program, for a grant in the amount of \$6,800.00 for the purchase and installation of trees to be planted within the Township's road right of ways and other Township owned lands; and

**WHEREAS**, the Township of Berkeley Heights will match the "Greening Union County" grant program dollars in the amount of \$3,400.00; and

**WHEREAS**, the Township of Berkeley Heights will use the Trust Fund dollars in accordance with such rules and regulations governing the grant program.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, of the Township of Berkeley Heights, County of Union that the Township Council does hereby authorize the appropriate Township officials make application for the grant; provide additional application information and furnish such documents as may be required; and act as the authorized correspondent of the above named applicant.

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk be and hereby are authorized to execute a Grant Agreement with the County of Union on behalf of the Township and upon execution of said agreement, the Township of Berkeley Heights does accept the Terms and Conditions specified in the Agreement in connection with this grant.

**BE IT FURTHER RESOLVED** that copies of this resolution be forwarded to the Treasurer, Zoning Official.

**Approved this 19th day of August, 2025.**

**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**

**RESOLUTION AUTHORIZING AN APPLICATION TO THE 2025 PRESERVE UNION COUNTY  
GRANT PROGRAM**

**WHEREAS**, the governing body of the Township of Berkeley Heights, County of Union, desires to further the public interest by obtaining a grant from the County of Union in the amount of up to \$127,050.00 for the continued preservation and restoration of the Littell-Lord Farmstead property; and

**WHEREAS** the \$127,050.00 funding request is part of the County of Union's Preserve Union County FY2025 Grant Program; and

**WHEREAS** the money will be used to pay a professional for design and contract documents, as well as for bidding and contract administration for the Littell-Lord Farmstead restoration; and

**WHEREAS**, this grant program requires a fifty percent (50%) match and the Township will put forward \$127,050.00 of its own funds as that match.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council, of the Township of Berkeley Heights, County of Union that the Township Council does hereby authorize the appropriate Township officials make application for the grant; provide additional application information and furnish such documents as may be required; and act as the authorized correspondent of the above named applicant.

**BE IT FURTHER RESOLVED** that the Mayor and Township Clerk be and hereby are authorized to execute a Grant Agreement with the County of Union on behalf of the Township and upon execution of said agreement, the Township of Berkeley Heights does accept the Terms and Conditions specified in the Agreement in connection with this grant.

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, the Township of Berkeley Heights issued Tax Sale Certificate #23-00002 to lien holder Realty Solutions JV LLC, 25 Hughes Place, Summit, NJ 07901, for the property located at Block 2106, Lot #25, 5 Dorset Road, Berkeley Heights, New Jersey; and

**WHEREAS**, the owner of such property has now redeemed such certificate and the lien holder Realty Solutions JV LLC, is entitled to receive redemption in the amount of \$56,396.30 to be paid by or on behalf of the homeowner.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Berkeley Heights, that the Treasurer is authorized to pay out the sum of \$56,396.30 in redemption of Tax Sale Certificate #23-00002 upon the submission of a properly completed voucher and surrender of such certificate.

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

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, the State of New Jersey Department of Military and Veterans Affairs has confirmed that the resident owner of the property located at **2 Lillian Court (Block 3303, Lot 14.10)** was granted a determination of 100% total disability by the United States Department of Veterans Affairs, and

**WHEREAS**, the resident property owner of **Block 3303, Lot 14.10** has made an application to the Tax Assessor for an exemption from property taxes on the above address based on their disabled veteran's status under N.J.S.A. 54:4-3.30; and

**WHEREAS**, it is recommended by the tax assessor, Michael Imbriaco, in an email dated August 1, 2025, to the tax collector that the resident property owner of **Block 3303, Lot 14.10** be granted full tax exemption from billed property taxes as of **July 14, 2025**.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that the **resident property owner of Block 3303, Lot 14.10** be granted a full tax exemption from taxes billed to **2 Lillian Court, Berkeley Heights, NJ**, as of **July 14, 2025**.

**BE IT FURTHER RESOLVED** that tax break will only be in effect for as long as the disabled veteran owner owns the property. Should the property be sold to someone other than the disabled veteran and/or if the deed is changed removing the disabled veteran owner that the tax break will no longer be in effect and the property will be subject to conventional taxes.

**Approved this 19th day of August, 2025.**

**ATTEST:**

---

**Angela Lazzari, RMC**  
**Township Clerk**

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

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

**RESOLUTION**

**WHEREAS**, the State of New Jersey Department of Military and Veterans Affairs has confirmed that the resident owner of the property located at **6 Chestnut Hill Drive (Block 3805, Lot 16)** was granted a determination of 100% total disability by the United States Department of Veterans Affairs, and

**WHEREAS**, the resident property owner of **Block 3805, Lot 16** has made an application to the Tax Assessor for an exemption from property taxes on the above address based on their disabled veteran's status under N.J.S.A. 54:4-3.30; and

**WHEREAS**, it is recommended by the tax assessor, Michael Imbriaco, in an email dated August 13, 2025, to the Township Clerk and Tax Collector that the resident property owner of **Block 3805, Lot 16** be granted full tax exemption from billed property taxes as of **August 11, 2025**.

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that the **resident property owner of Block 3805, Lot 16** be granted a full tax exemption from taxes billed to **6 Chestnut Hill Drive, Berkeley Heights, NJ**, as of **August 11, 2025**.

**BE IT FURTHER RESOLVED** that tax break will only be in effect for as long as the disabled veteran owner owns the property. Should the property be sold to someone other than the disabled veteran and/or if the deed is changed removing the disabled veteran owner that the tax break will no longer be in effect and the property will be subject to conventional taxes.

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, there was a requirement to post a Road Opening Bond, in the amount of \$2,000.00 in connection with work being performed at 243 Sutton Drive, the Township Engineer has recommended by letter dated August 4, 2025, a release of the bond.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return the cash bond, in the amount of \$2,000.00, together with any applicable interest, as per the Engineer's recommendation.

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

**Approved this 19th day of August, 2025.**

**ATTEST:**

---

**Angela Lazzari  
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**

**WHEREAS**, there was a requirement to post a Road Opening Bond, in the amount of \$2,000.00 in connection with work being performed at 7 Lillian Court, the Township Engineer has recommended by letter dated July 24, 2025, a release of the bond.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return the cash bond, in the amount of \$2,000.00, together with any applicable interest, as per the Engineer's recommendation.

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

**Approved this 19th day of August, 2025.**

**ATTEST:**

---

**Angela Lazzari  
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**

**WHEREAS**, 119 Chestnut Hill Drive was required to post a cash performance bond in the amount of \$7,500.00 in connection with drainage work being done at 119 Chestnut Hill Drive; and

**WHEREAS**, in a letter dated July 24, 2025, the Township Engineer has recommended that the Cash Performance Bond for Drainage at 119 Chestnut Hill Drive, Edmunds Account ENGBOND009, in the amount of \$7,500.00 plus any accrued interest be released.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return the forementioned cash performance bonds, together with any applicable interest, to: 119 Chestnut Hill LLC, 36 Herron Court, Harrington Park, NJ 07640.

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

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, Brightcore Energy LLC was required to post a cash performance bond in the amount of \$5,000.00 in connection with the carport solar canopies project at 100 & 200 Connell Drive; and

**WHEREAS**, in a letter dated August 8, 2025, the Township Engineer has recommended that the Cash Performance Bond for the carport solar canopies project at 100 & 200 Connell Drive, Edmunds Account ENGBOND03, in the amount of \$5,000.00 plus any accrued interest be released.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to release and return the forementioned cash performance bond, together with any applicable interest, to: Brightcore Energy LLC, 487 East Main Street, Suite #114, Mount Kisco, NY 10549.

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

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, Berkeley Heating & AC, Co. paid \$\_\_\_\_\_ for Permit # 25-0316 for work related to a mini split at 468 Springfield Avenue; and

**WHEREAS**, Permit #25-0316 was subsequently canceled because the work is no longer going to be done; and

**WHEREAS**, in a letter dated August 13, 2025, the Township Construction Official has requested that the fees for Permit # 25-0316 be refunded to the applicant, less the 20% for plan review fees.

**NOW, THEREFORE BE IT RESOLVED**, by the Township Council, Township of Berkeley Heights, County of Union, hereby authorizes the Township Treasurer to issue a refund in the amount of **\$206.00** for permit fees paid less the 20% for plan review to: Berkeley Heating & AC, Co., 360 Valley Road, Gillette, NJ 07933.

**BE IT FURTHER RESOLVED**, that a copy of this Resolution is to be forwarded to the Township Construction Official.

**Approved this 19th day of August, 2025.**

**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**

**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:

- |                |                      |                               |
|----------------|----------------------|-------------------------------|
| <b>REASON:</b> | 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
2502/26	22 Baldwin Drive	Shi-Shen Yau & Lih-Lih Fan	\$5,827.11	2025	1

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

Approved this 19<sup>th</sup>, August, 2025.

**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**

**WHEREAS**, a request was made requesting permission from the Township Council to hold a neighborhood block party on Crest Drive, on Saturday, September 6, 2025, from 3:00 – 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 of a neighborhood block party on Crest Drive, on Saturday, September 6, 2025.

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

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, a request was made requesting permission from the Township Council to hold a neighborhood block party on Holly Glen Lane South, on Saturday, September 6, 2025, from 1:00 – 8:00 p.m., with a rain date of September 7<sup>th</sup> from 1:00 – 8:00 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 of a neighborhood block party on Holly Glen Lane South, on Saturday, September 6, 2025, with a rain date of September 7<sup>th</sup>.

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

**Approved this 19th day of August, 2025.**

**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**

**WHEREAS**, a request was made requesting permission from the Township Council to hold a neighborhood block party on Rutgers Avenue, between Hamilton Avenue and Oakland Street, on Saturday, September 20, 2025, from 12:00 – 8:00 p.m., with a rain date of September 21<sup>st</sup> from 12:00 – 8:00 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 of a neighborhood block party on Rutgers Avenue, on Saturday, September 20, 2025, with a rain date of September 21<sup>st</sup>.

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

**Approved this 19th day of August, 2025.**

**ATTEST:**

---

**Angela Lazzari, RMC**  
**Township Clerk**

<b>ROLL CALL</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
COUTO				
FOSTER				
ILLIS				
MACHADO				
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, Union County, New Jersey, that **Thomas Gbur** is hereby removed from the active duty roster and placed on the inactive list of the Berkeley Heights Volunteer Fire Department effective August 5, 2025.

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

**Approved this 19th day of August, 2025.**

**ATTEST:**

---

**Angela Lazzari, RMC  
Township Clerk**

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