

Township of Berkeley Heights Union County, New Jersey

Township Council Public Meeting September 16, 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

- Mesothelioma Day

V. EXECUTIVE SESSION

- Attorney-Client Privilege - Connell Zoning Ordinance and Affordable Housing Obligations

VI. CONFERENCE SESSION

- Keeping of Certain Animals – including chickens
- Ordinance - Fire Fees

VII. REGULAR AGENDA

VIII. CITIZENS HEARING - (3) minutes per resident

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

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

RESOLUTIONS

Resolution No. 2025-

266. Resolution of the Township of Berkeley Heights, in the County of Union, New Jersey, referring to the planning board for review a redevelopment plan entitled “Terrace II Redevelopment Plan” pursuant to the Local Redevelopment and Housing Law.

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-

267. Resolution approving Bill List dated September 16, 2025, in the amount of \$1,604,316.89.

268. Resolution terminating the Township of Berkeley Heights contract with DMR Architects for Township Planner Services.

269. Resolution appointing Harbor Consultants Inc. as Township Planner for the term September 17, 2025 through December 31, 2025.

270. Resolution awarding a professional services contract to Harbor Consultants Inc. for professional engineering, surveying and planning services for the Columbia Middle School Lower Fields project.

271. Resolution amending Resolution 2025-170, which authorized a contract award to Tree King, Inc. for tree removal and related services, to reduce the contract amount.

272. Resolution authorizing the Clerk to go out to bid for a for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project.

273. Resolution authorizing the submittal of award extension request for LA-2023 LAIF Berkeley Heights Township 2023 Passaic River Anti-Flooding Measures at River Bend to New Jersey Department of Transportation.

274. Resolution authorizing the release of performance guarantees in the form of performance bon and cash bond for site improvements at 110 Roosevelt Avenue (Toll Brothers Property), subject to the posting of a maintenance bond.

- 275. Resolution awarding a contract to Messercola Excavating Co., Inc. for repairs to the Hampton Drive Bridge.
- 276. Resolution amending Resolution 2025-89, which authorized an agreement with MOMAR, Inc. for the supply of Vita-Micro CS 70, to increase the contract amount.
- 277. Resolution amending Resolution 2025-26, which authorized an agreement with Paulus, Sokolowski and Sartor, LLC (PS&S) to provide Engineering Services related to the Wastewater Treatment Plant, to increase the contract amount.
- 278. Authorizing the issuance of a Notice of Intent to Award a contract through a national cooperative purchasing agreement pursuant to Local Finance Notice No. 2012-10 for the rehabilitation/repair of manholes and pipelines for the Wastewater Treatment Plant.
- 279. Resolution authorizing the refund of tax overpayments for various properties within the Township.
- 280. Resolution amending the adopted budget for additional item of revenue and offsetting appropriation for the Recreational Improvements 2025 Grant.
- 281. Resolution amending the adopted budget for additional item of revenue and offsetting appropriation for the Community Energy Plan Grant Y3.
- 282. Resolution authorizing the closure of roads for the Winter Walk on December 6, 2025.
- 283. Resolution appointing members of the Complete and Green Streets Committee.
- 284. Resolution establishing a Mayor's Special Task Force on Flooding.
- 285. Resolution authorizing the Clerk to go out to bid for a new breathing air system for the Berkeley Heights Fire Department.
- 286. Resolution amending Resolution 2025-78, which authorized an agreement with W.K. Merriman, Inc. to provide magnesium hydroxide for the Wastewater Treatment Plant, to reduce the contract amount.
- 287. Resolution amending Resolution 2025-241 which awarded and confirmed 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, to increase the contract amount for the contract with Armstong, Inc. Excavation and Demolition

X. ORDINANCE(S) FOR INTRODUCTION

Public Hearing and Final Adoption scheduled for October 7, 2025.

Ordinance 2025-27

AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO AMEND CHAPTER 13.12.260 AND PROVIDE FOR THE MAINTENANCE OF THE END USER SEWER AGREEMENT

Ordinance 2025-28

AN ORDINANCE AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR LEASE OF REAL PROPERTY OWNED BY THE TOWNSHIP OF BERKELEY HEIGHTS LOCATED AT 259 DIAMOND HILL ROAD IN THE TOWNSHIP OF BERKELEY HEIGHTS, ALSO KNOWN AS BLOCK 4501, LOT 1 ON THE TOWNSHIP TAX MAP

XI. 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

XII. EXECUTIVE SESSION

XII. ADJOURNMENT

Angela Lazzari, Township Clerk

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

RESOLUTION

**RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE
COUNTY OF UNION, NEW JERSEY, REFERRING TO THE PLANNING
BOARD FOR REVIEW A REDEVELOPMENT PLAN ENTITLED
"TERRACE II REDEVELOPMENT PLAN" 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 Planning Board (the "**Planning Board**") to conduct an investigation pursuant to the Redevelopment Law to determine whether all or a portion of the property identified as Block 702, Lots 4, 6 and 16 on the official tax maps of the Township, 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 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 an 'Area in Need of Redevelopment' without Condemnation" (the "**Study**"); and

WHEREAS, the Study set forth the basis for the investigation of the Study Area and a map depicting the Study Area, and concluded that the Study Area qualified 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

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

RESOLUTION

WHEREAS, on May 21, 2024, in accordance with the Redevelopment Law, the Township Council duly adopted Resolution No. 135-2024 designating the Study Area as a non-condemnation area in need of redevelopment (the “**Redevelopment Area**”); and

WHEREAS, on behalf of the Township and pursuant to the Redevelopment Law, the Planning Consultant has prepared a redevelopment plan for a portion of the Redevelopment Area consisting of Block 702, Lots 4 and 6, as well as a portion of Block 702, Lot 17.01 (which was then known as Lot 17 and declared an “area in need of redevelopment” by the Township Council by adoption of Resolution No. 274-2016, and subsequently subdivided into Lot 17.01 per the minor subdivision application approved by the Planning Board on January 13, 2021 and recorded by subdivision deed dated December 10, 2021), entitled “Terrace II Redevelopment Plan” dated September 10, 2025 (in the form on file in the office of the Township Clerk and available for public inspection) (the “**Redevelopment Plan**”); and

WHEREAS, pursuant to the Redevelopment Law, specifically *N.J.S.A. 40A:12A-7(e)*, prior to the adoption of a redevelopment plan, the municipality’s planning board shall provide to the governing body of the municipality a report containing the planning board’s recommendation concerning the redevelopment plan pursuant to *N.J.S.A. 40A:12A-7(e)*; and

WHEREAS, the Township Council desires to authorize and direct the Planning Board to review the proposed Redevelopment Plan and provide a report to the Township Council pursuant to *N.J.S.A. 40A:12A-7(e)*.

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 Planning Board is authorized and directed to review the Redevelopment Plan and to advise the Township Council of its findings in connection therewith in accordance with *N.J.S.A. 40A:12A-7(e)*.
- Section 3.** The Township Clerk shall immediately forward a certified copy of this Resolution and the Redevelopment Plan to the Planning Board for review.
- Section 4.** This Resolution shall take effect immediately.

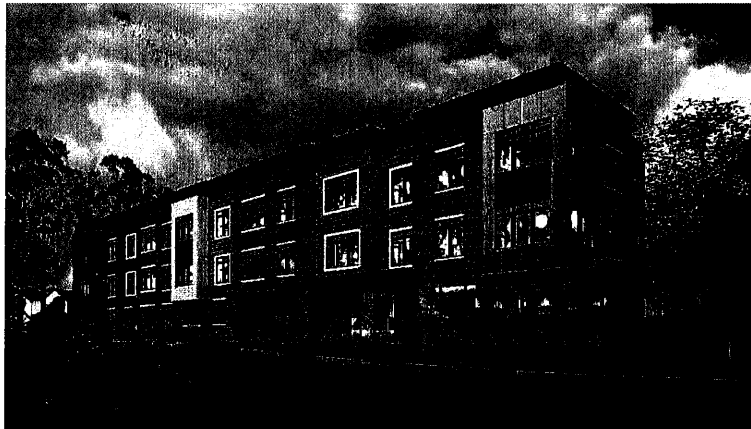
Approved this 16th day of September, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

**Terrace II Redevelopment Plan
Block 702, Lots 4 and 6 and a portion of Block 702, Lot 17.01
458 Springfield Avenue, 230 Sherman Avenue, and 428 Springfield Avenue**



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

September 10, 2025

Prepared by:



HARBOR CONSULTANTS
ENGINEERS, SURVEYORS, AND PLANNERS
320 NORTH AVENUE EAST
CRANFORD, NJ 07106
TEL (908) 276-2715 FAX (908) 709-1738

Project Number 2024003.003

The original of this report was signed and
sealed in accordance with N.J.S.A. 45:14A-12.

[Handwritten Signature]

Michael Mistretta, PP #00575900

Township of Berkeley Heights Mayor and Council

Mayor

Angie Devanney

Township Council

John Foster, Council President

Susan Poage, Council Vice President

Manuel Couto

Bill Machado

Andrew Moran

Margaret Illis

Scott Salmon, Township Attorney

Angela Lazzari, Township Clerk

Connie Valenti, Planning Board Secretary

Tom Solfaro, PE, CME, CPWM, Township Engineer

Township of Berkeley Heights Planning Board

Craig Johnson, Chairman

Kevin Hall, Vice Chairman

Cherron Rountree, Mayor's Designee

Alvaro Medeiros

Dan Monaco

Jeanne Kingsley

Brian Kraut

Susan Poage, Township Council Representative

Joe Popolo, Town Official

Andrew Sternheim, Alternate 1

John Leo, Jr., Alternate 2

Bill Robertson, Planning Board Attorney

Planning Consultant

Michael J. Mistretta, PP, LLA

Harbor Consultants, Inc.

320 North Ave. East

Cranford, NJ 07016

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SECTION 7. EXHIBITS**SECTION 8. APPENDICES****Exhibits**

1. Architectural Plans and Elevations for "Terrace 2, 230 Sherman Ave., Berkeley Heights, NJ 07922," prepared by Rotwein+Blake, consisting of five (5) drawings, dated August 9, 2023 and revised September 3, 2025.
2. Concept Plan for "Lockhern Property II, LLC, Block 702, Lot 4, Township of Berkeley Heights, Union County, New Jersey," prepared by Bowman Consulting Group, Ltd., consisting of one (1) sheet, dated April 10, 2025 and revised September 4, 2025.
3. Concept Renderings, prepared by Rotwein+Blake, dated May 12, 2025.
4. Redevelopment Concept Plan – Terrace II/Downtown Redevelopment, prepared by Bowman Consulting Group, Ltd., dated September 17, 2024 (**DRAFT – to be revised in conformance with the Final Redevelopment Plan**).

Appendices

- A. Township Council Resolution No. 287-2023, dated November 21, 2023, authorizing the Township Planning Board to undertake an investigation to determine whether Block 702, Lots 4, 6 and 16 constitute a non-condemnation area in need of redevelopment.
-

Terrace II Redevelopment Plan

Township of Berkeley Heights

- B. Township Planning Board Resolution, dated December 6, 2023, authorizing Harbor Consultants, Inc. to conduct a preliminary investigation to determine whether Block 702, Lots 4, 6 and 16 constitute a non-condemnation area in need of redevelopment.
- C. Township Planning Board Resolution, dated May 1, 2024, "Recommending the Property Identified as Block 702, Lots 4, 6, and 16 on the Tax Map of the Township of Berkeley Heights be Designated as a Non-Condensation Area in Need of Redevelopment."
- D. Township Council Resolution, dated May 21, 2024, "Designating the Property Identified on the Tax Maps of the Township as Block 702, Lots 4, 6 and 16 as a Non-Condensation Area in Need of Redevelopment Pursuant to the Local Redevelopment and Housing Law."
- E. Township of Berkeley Heights Fourth Round Housing Element and Fair Share Plan, dated June 2025 (reference only).

Figures

Figure 1: Aerial Map of the Terrace II Redevelopment Plan Area and Corresponding Non-Condensation Areas in Need of Redevelopment

Figure 2: Tax Map of the Terrace II Redevelopment Plan Area

Figure 3: Aerial Map of the Terrace II Redevelopment Plan Area

Figure 4: FEMA National Flood Hazard Layer Map of the Redevelopment Plan Area

Figure 6: Aerial Map from 1970 of the Terrace II Redevelopment Plan Area

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Figure 9: Aerial Map from 2015 of the Terrace II Redevelopment Plan Area

Figure 10: Zoning Map of the Terrace II Redevelopment Plan Area

Images

Images 1-9: Photographs of Existing Conditions in the Redevelopment Plan Area

Images 10-14: Photographs of Surrounding Neighborhood

Tables

Table 1: Tax Lot Information for the Terrace II Redevelopment Plan Area

Table 2: Permitted Principal Uses (DD Zone)

Table 3: Permitted Accessory Uses and Structures (DD Zone)

Table 4: Permitted Conditional Uses (DD Zone)

Table 5: Prohibited Uses (DD Zone)

Table 6: Bulk Regulations (DD Zone)

Table 7: Bulk Requirements for the Terrace II Redevelopment Area

SECTION 1. INTRODUCTION

1.1 Statutory Basis for the Redevelopment Plan

On November 21, 2023, the Berkeley Heights Township Council adopted Resolution No. 287-2023, authorizing and directing the Planning Board “to conduct an investigation, pursuant to N.J.S.A. 40A:12A-6, to determine whether all or a portion of the Study Area [Block 702, Lot 4, located at 458 Springfield Avenue; Block 702, Lot 6, located at 230 Sherman Avenue; and Block 702, Lot 16, located at 414-424 Springfield Avenue] satisfies the criteria set forth in N.J.S.A. 40A:12A-5, and whether said Study Area should be designated a ‘Non-Condemnation Redevelopment Area.’”

On December 6, 2023, the Township’s Planning Board adopted a resolution authorizing Harbor Consultants, Inc. “to conduct a preliminary investigation to determine whether the proposed study area qualifies as a non-condemnation area in need of redevelopment pursuant to N.J.S.A. 40:12A-5 for the area commonly known as Block 702, Lots 4, 6, and 16.”

Harbor Consultants, Inc. prepared a Redevelopment Study 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,” dated March 2024, detailing the investigation, findings, and recommendations pertaining to whether the Study Area should be designated as a non-condemnation area in need of redevelopment.

On May 1, 2024, the Planning Board, having provided the requisite notices and all jurisdictional requirements of the Local Redevelopment and Housing Law, conducted a public hearing, where the Planning Consultant, Michael Mistretta of Harbor Consultants, Inc. made a presentation of the Preliminary Investigation Report for the 414-424, 458 Springfield Avenue & 230 Sherman Avenue (Block 702, Lots 4, 6 & 16) Study Area.

The investigation and planning analysis indicated that the Study Area consisting of 414-424, 458 Springfield Avenue & 230 Sherman Avenue (Block 702, Lots 4, 6 & 16) should be recommended to be a non-condemnation area in need of redevelopment based on criteria “a,” “b,” “d,” “h,” and Section 3 of the Local Redevelopment and Housing Law.

On May 1, 2024, the Township’s Planning Board adopted a resolution which stated “The findings and recommendations set forth in the Preliminary Investigation Report and testimony of Mr. Mistretta are hereby accepted by the Board and incorporated herein...The Board recommends the Council declare the Study Area to be a non-condemnation area in need of redevelopment pursuant to the provisions of the LRHL.”

On May 21, 2024, the Township Council adopted a resolution which stated that “based upon the findings and recommendations of the Planning Board, the Study Area is hereby designated a ‘Non-Condemnation Redevelopment Area’ as referenced in the Redevelopment Law (the “Non-Condemnation 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.”

1.2 Background and Existing Conditions of the Terrace II Redevelopment Plan Area

1.2.A Description and History of the Redevelopment Plan Area

The Terrace II Redevelopment Plan Area (“Redevelopment Plan Area”) consists of the two contiguous properties located at 458 Springfield Avenue (Block 702, Lot 4) and 230 Sherman Avenue (Block 702, Lot 6), as well as a portion of Block 702, Lot 17.01. Block 702, Lots 4 and 6 are two (2) of the three (3) properties designated as the 414-424, 458 Springfield Avenue & 230 Sherman Avenue (Block 702, Lots 4, 6 & 16) Non-Condemnation Area in Need of Redevelopment, which was adopted as such by the Township Council on May 21, 2024; however, the remaining property belonging to the 414-424, 458 Springfield Avenue & 230 Sherman Avenue (Block 702, Lots 4, 6 & 16) Non-Condemnation Area in Need of Redevelopment, located at 414-424 Springfield Avenue (Block 702, Lot 16), is not included in this Redevelopment Plan. Block 702, Lot 17.01 is located within the Stratton House (The Clarus) Non-Condemnation Area in Need of Redevelopment, which was designated and adopted as such by the Township Council on December 20, 2016. The Stratton House (The Clarus) Non-Condemnation Area in Need of Redevelopment consists of former Block 702, Lots 17 and 18, as well as portions of the Sherman Avenue right-of-way. However, Block 702, Lots 17 and 18 were subdivided as Block 702, Lots 17.01 and 18.01 per the minor subdivision application approved by the Planning Board on January 13, 2021 and recorded by the subdivision deed dated December 10, 2021. Only a portion of Block 702, Lot 17.01 is included as part of the Terrace II Redevelopment Plan Area (see Figure 1 below).

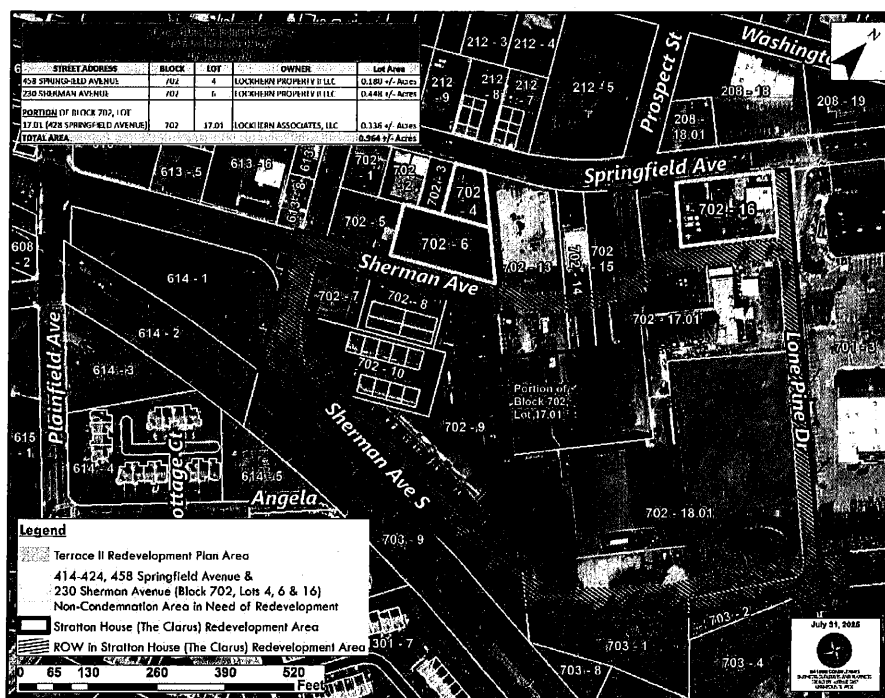


Figure 1: Aerial Map of the Terrace II Redevelopment Plan Area and Corresponding Non-Condemnation Areas in Need of Redevelopment

Block 702, Lot 4 is located at 458 Springfield Avenue and has frontage on Springfield Avenue between the Summit Avenue and Lone Pine Drive right-of-ways. The property is owned by Lockhern Property II LLC.

Terrace II Redevelopment Plan

Township of Berkeley Heights

The property is located approximately 250 feet from the intersection of Springfield Avenue and Summit Avenue. The subject property is an irregularly-shaped lot with 56 feet of frontage on Springfield Avenue and has an average depth of 101.5 feet. Per Township tax records, the lot area is 0.180 acres, or 7,841 square feet. There is one point of egress/ingress to the property via a driveway on the western portion of the property along Springfield Avenue. The property is presently developed with a one-story, single-family dwelling with a driveway. According to available tax records, the dwelling was constructed in 1924. This dwelling is one (1) of two (2) single-family homes along Springfield Avenue between Summit Avenue and Lone Pine Drive within the Berkeley Heights downtown corridor.

Block 702, Lot 6 is located at 230 Sherman Avenue and has frontage on Sherman Avenue between the Summit Avenue and Lone Pine Drive right-of-ways. The property is owned by Lockhern Property II LLC. The property is approximately 150 feet east of the intersection of Sherman Avenue and Summit Avenue. According to the Township tax maps, Sherman Avenue is a public street from the end of Block 702, Lot 6 and then becomes a private street from Block 702, Lot 13 to the intersection of Lone Pine Drive. The subject property is an irregularly-shaped lot with 205 feet of frontage on Sherman Avenue and an average lot depth of 104 feet. Per Township tax records, the property has a lot area of 0.448 acres, or 19,514 square feet. There are two points of egress/ingress to the property via curb cuts on the central portion and eastern portion of the property along Sherman Avenue. The property is developed with a three-story office building built in 1981, per available tax records. The building is approximately 3,300 square feet and the site has thirty (30) surface parking spaces that serve the building. There are nineteen (19) office suites in the building, which range in size from 95 square feet to 605 square feet, totaling 5,508 square feet of leasable office space area within the building. The rear of the property is adjacent to 458 Springfield Avenue (Block 702, Lot 4). Combining the lot area of Block 702, Lot 4 (0.180 acres) and Block 702, Lot 6 (0.448 acres) therefore totals an area of approximately 0.628 acres for the Terrace II Redevelopment Plan Area.

Block 702, Lot 17.01 is located at 428 Springfield Avenue and is owned by Lockhern Property II LLC. Block 702, Lot 17.01 consists of surface parking and a shopping center. The entirety of Block 702, Lot 17.01 has a lot area of 2.934 acres; however, only a +/- 0.253-acre portion of Block 702, Lot 17.01, which consists of thirty (30) surface parking spaces, is included in the Terrace II Redevelopment Plan. The surface parking area is accessed via curb cuts along Sherman Avenue to the north.

Table 1: Tax Lot Information for the Terrace II Redevelopment Plan Area			
Block-Lot	Street Address	Owner	Lot Area
702-4	458 Springfield Avenue	Lockhern Property II LLC	0.180 +/- acres
702-6	230 Sherman Avenue	Lockhern Property II LLC	0.448 +/- acres
702-17.01 (PORTION)	428 Springfield Avenue	Lockhern Associates, LLC	0.253 +/- acres
Total Redevelopment Plan Area			0.881 +/- acres

Terrace II Redevelopment Plan
Township of Berkeley Heights

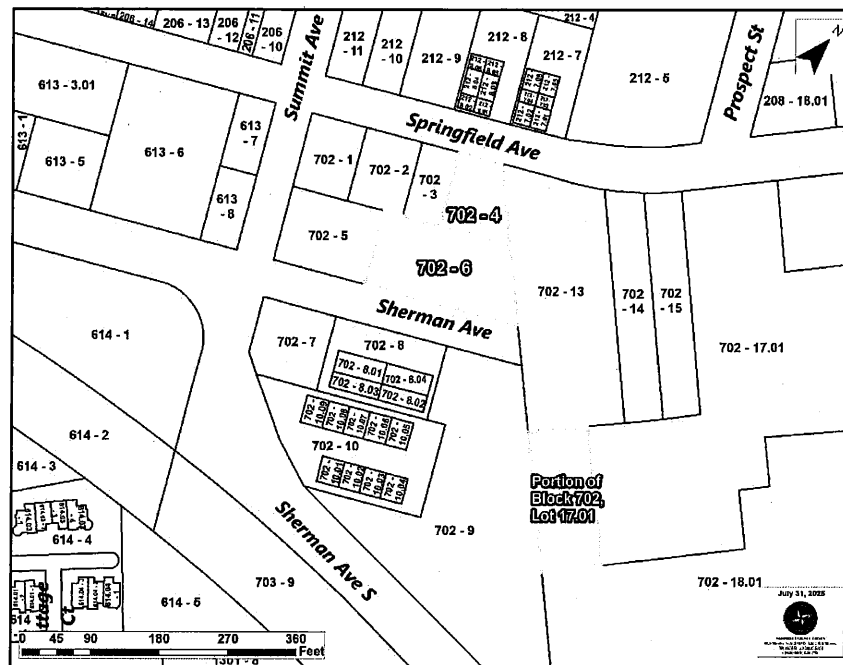


Figure 2: Tax Map of the Terrace II Redevelopment Plan Area

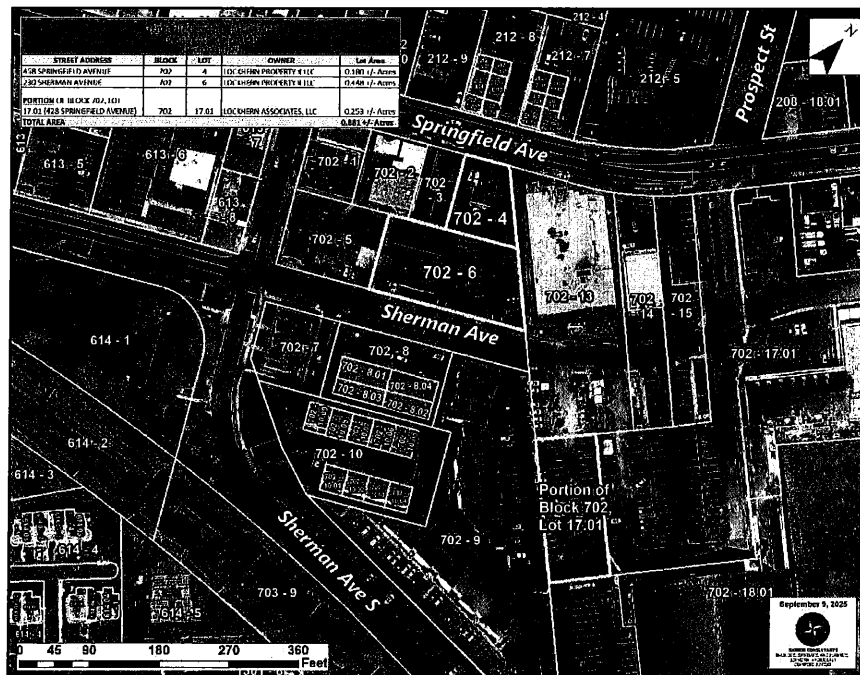


Figure 3: Aerial Map of the Terrace II Redevelopment Plan Area

Block 702, Lots 4 and 6 are located in an “Area of Minimal Flood Hazard,” and the portion of Block 702, Lot 17.01 is located in the “1% Annual Chance Flood Hazard Zone” and the “0.2% Annual Chance Flood Hazard Zone” according to FEMA flood hazard mapping (see Figure 4 below). Any development within the portion of Block 702, Lot 17.01 will be required to obtain all

necessary flood permits reviewed and issued by the New Jersey Department of Environmental Protection ("NJDEP"). Although Block 702, Lots 4 and 6 are not directly located within a flood hazard designated area, environmental factors must still be considered to comply with statewide climate change resilience strategies.



Figure 4: FEMA National Flood Hazard Layer Map of the Redevelopment Plan Area

Figure 5 shows the elevation of the Redevelopment Plan Area in 20-foot intervals. There is a downward slope from Springfield Avenue to Sherman Avenue.



Figure 5: Topography Map of the Redevelopment Plan Area at 20-foot Intervals

Aerial imagery from the United States Geological Survey (USGS), NJDEP, and Google Earth provide a visual history of the development in the Terrace II Redevelopment Plan Area over the last 50 years. As shown in Figure 6, in 1970, Block 702, Lot 4 was occupied with the single-family home currently existing within the Terrace II Redevelopment Plan Area, while Lot 702, Lot 6 was vacant of any structures. Additionally, the portion of Block 702, Lot 17.01 was already developed with the existing surface parking and adjacent shopping mall found on the property today. By 1989 (see Figure 7), Block 702, Lot 6 was developed with the office building and associated surface parking lot existing on the property today; however, the properties directly south of the Block 702, Lots 4 and 6 remained undeveloped. Additionally, the structure on the lot adjacent to the Redevelopment Plan Area (Block 702, 13) was expanded at the rear and fully improved with a surface parking lot. From the 1990s to mid-2000s (see Figures 8 and 9), the Terrace II Redevelopment Plan Area remained largely unchanged, while the lots to the south of the Block 702, Lots 4 and 6 were developed with townhouses. The inclusionary townhouse development located on Block 702, Lot 9, known as "Station Court," was constructed in 1996 and includes 13 affordable family rental units contributing towards the Township's Prior Round affordable housing obligation. As of the preparation of this Redevelopment Plan in 2025, the Terrace II Redevelopment Plan Area is developed with the same structures present on Block 702, Lots 4 and 6 as were existing on the site by the end of the 1980s. However, in 2021, the adjacent property located at Block 702, Lot 13 was constructed with a 20-unit inclusionary mixed-use retail/multifamily residential project known as "The Terrace," which was developed by Lockhern Property, LLC and includes 3 affordable family rental units contributing towards the Township's Third Round affordable housing obligation. This property is shown under construction in the Redevelopment Plan Aerial Map provided in Figure 3; however, this property has been constructed and is fully leased out as of today. Additionally, while not shown by the aerial imagery, the property to the east of Block 702, Lot 17.01 (identified as Block 702, Lot 18.01) has been fully constructed with "The Clarus" multifamily residential development, which was completed in 2025 and contributes 32 affordable family rental units towards the Township's Third Round affordable housing obligation.

Terrace II Redevelopment Plan
Township of Berkeley Heights



Figure 6: Aerial Map from 1970 of the Terrace II Redevelopment Plan Area

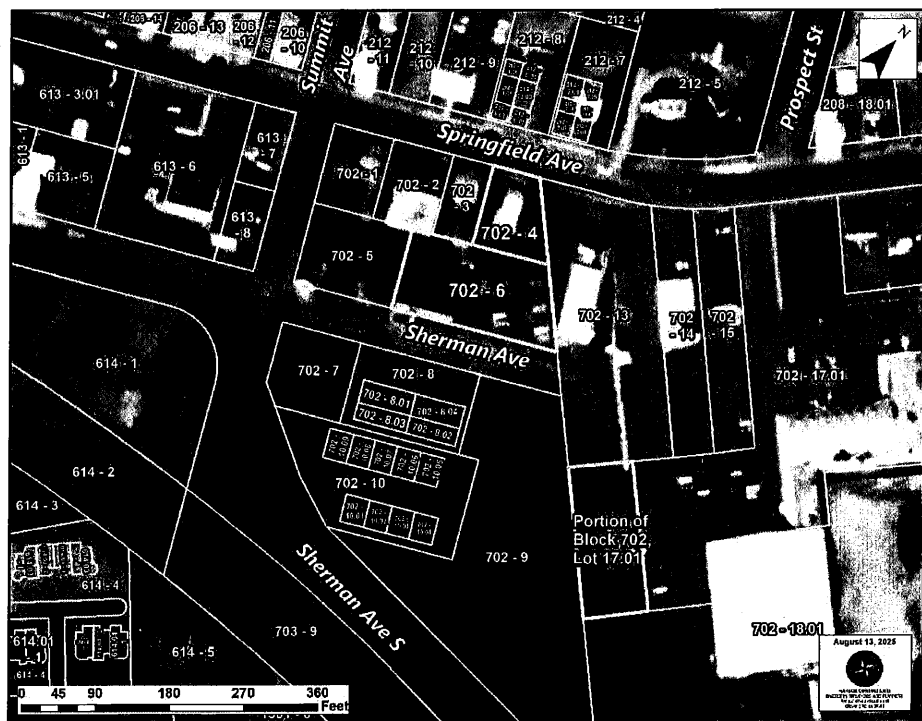


Figure 7: Aerial Map from 1989 of the Terrace II Redevelopment Plan Area



Figure 8: Aerial Map from 2007 of the Terrace II Redevelopment Plan Area



Figure 9: Aerial Map from 2015 of the Terrace II Redevelopment Plan Area

1.2.B Neighborhood

The Terrace II Redevelopment Plan Area properties (Block 702, Lots 4 and 6 and a portion of Block 702, Lot 17.01) are located within Berkeley Heights' downtown corridor along Springfield Avenue and Sherman Avenue. To the north of Block 702, Lots 4 and 6 is the Springfield Avenue right-of-way fronted by three-story mixed-use buildings occupied by commercial uses on the ground floor and residential uses on the upper floors. These properties are located in the Downtown Development (DD) Zone.

To the east of Block 702, Lots 4 and 6 and north of the portion of Block 702, Lot 17.01 along Springfield Avenue is an inclusionary mixed-use development known as "The Terrace" containing an amusement center/indoor play space on the ground floor and multi-family residential units; a one-story commercial building occupied by the "Sadai Wine Cellar"; a one-story office building; and Block 702, Lot 16, which is presently occupied by Benham's Garage (an auto repair shop with an associated gas station), a one-and-a-half-story single-family home, and a vacant one-story commercial building. Further southeast of Block 702, Lots 4 and 6 and directly south of the portion of Block 702, Lot 17.01 is an inclusionary multifamily residential building known as "The Clarus." The northeastern portion of Block 702, Lot 17.01, which is to the east of the portion of Block 702, Lot 17.01 included in this Redevelopment Plan Area, is a shopping center. The underlying zoning of all of these properties is the Downtown Development (DD) Zone; however, "The Terrace" property, the shopping plaza, "The Clarus" property, and Block 702, Lot 16 have all been designated as non-condemnation areas in need of redevelopment. "The Terrace" was therefore developed in accordance with the land use regulations established in the Former Movie Theater Site Redevelopment Plan (adopted by Township Council on May 2, 2017), the shopping plaza and "The Clarus" were subdivided and developed in accordance with the Stratton House Redevelopment Plan (adopted by Township Council on February 7, 2017 and amended on September 22, 2020), and Block 702, Lot 16 was designated as the 414-424, 458 Springfield Avenue & 230 Sherman Avenue (Block 702, Lots 4, 6 & 16) Non-Condensation Area in Need of Redevelopment with the Terrace II Redevelopment Plan Area properties (Block 702, Lots 4 and 6).

To the south of Block 702, Lots 4 and 6 and west of the portion of Block 702, Lot 17.01 are two townhouse developments, which are zoned Downtown Housing-18 (DH-18). One of these townhouse developments, located on Block 702, Lot 9 and known as "Station Court," was constructed in 1996 and includes 13 affordable family rental units contributing towards the Township's Prior Round affordable housing obligation.

To the west of Block 702, Lots 4 and 6 along Springfield Avenue, there is a mixed-use building with a ground-floor coffee shop known as "Coffee Culture Roastery"; a one-story building occupied by "Dimaio's" Italian restaurant; and a three-story mixed-use building occupied by a jiu jitsu studio on the ground floor and multi-family units on the upper floors. At the intersection of Summit Avenue and Sherman Avenue is a two-story office building and surface parking lot. All of these properties are located in the Downtown Development (DD) Zone.

1.2.C Photographs of the Existing Conditions in the Redevelopment Plan Area

A field survey was conducted to determine the existing land use and overall condition of the properties within the Terrace II Redevelopment Plan Area and surrounding area. Photographs contained within this Redevelopment Plan were taken during three separate site visits on December 19, 2023, January 22, 2024, and August 13, 2025. The photographs were not altered in any fashion.



Image 1: Front of office building located at 230 Sherman Avenue (Block 702, Lot 6)



Image 2: Surface parking and rear of office building located at 230 Sherman Avenue (Block 702, Lot 6)



Image 3: Vacant office space located at 230 Sherman Avenue (Block 702, Lot 6)



Image 4: Interior hallway located at 230 Sherman Avenue (Block 702, Lot 6)



Image 5: Front of single-family home located at 458 Springfield Avenue (Block 702, Lot 4)



Image 6: Rear of single-family home located at 458 Springfield Avenue (Block 702, Lot 4)



Image 7: Exposed roof line of single-family home located at 458 Springfield Avenue (Block 702, Lot 4)



Image 8: Driveway on side of single-family home located at 458 Springfield Avenue (Block 702, Lot 4)



Image 9: Surface parking lot located at Block 702, Lot 17.01

Photos of Surrounding Neighborhood



Image 10: View from Springfield Avenue of existing mixed-use development known as "The Terrace" adjacent to Block 702, Lots 4 and 6



Image 11: View from Sherman Avenue of existing mixed-use development known as "The Terrace" adjacent to Block 702, Lots 4 and 6

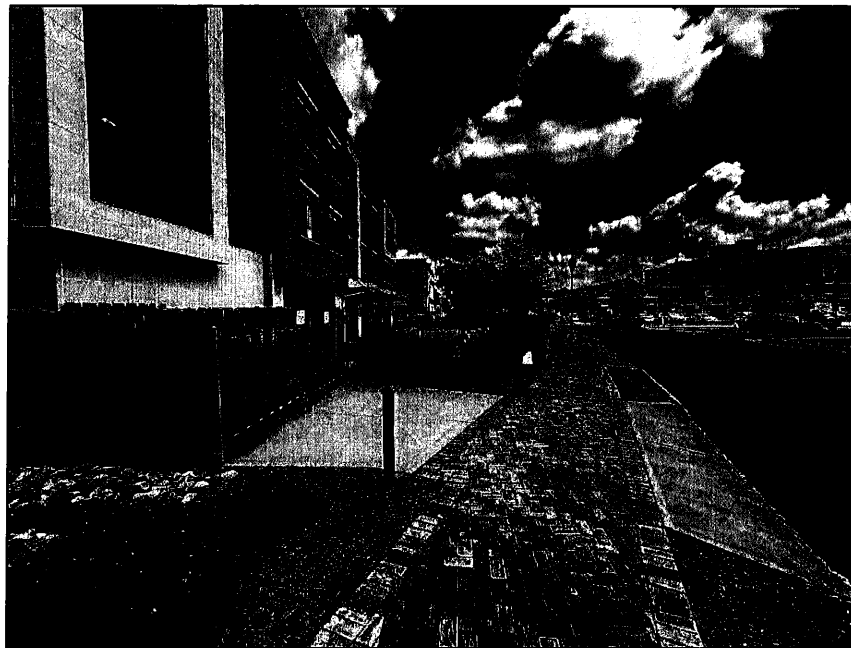


Image 12: Streetscape improvements along Sherman Avenue fronting "The Terrace" development



Image 13: Newly constructed multifamily development known as "The Clarus" south of the Redevelopment Plan Area



Image 14: Berkeley Heights NJ Transit train station located 0.2 miles from the Redevelopment Plan Area

1.2.D Affordable Housing History

Prior to the Fourth Round

Berkeley Heights has had a long history of providing affordable housing with respect to its Court and COAH-mandated fair share obligations. On December 12, 1989, Berkeley Heights received a Round One Judgment of Compliance and Repose. On December 14, 1995, the Court entered an order confirming the Township's obligation, confirming the Township's credits, and extending the Township's period of repose until December 12, 2001. Most of the existing affordable housing and credits were obtained prior to 2004 and were memorialized in prior court orders. After the Appellate Division invalidated COAH's first iteration of Round 3 rules in 2007, the Township's Planning Board adopted a Housing Element and Fair Share Plan in 2008, which was subsequently endorsed by the Township and submitted to COAH on December 31, 2008 for review and approval. COAH deemed the application complete on March 3, 2009. COAH requested additional information in a report issued on September 2, 2009, in which COAH also discussed the affordable housing credits to which the Township is entitled. The Township provided additional information to COAH on November 1, 2009. The Township remained under COAH's jurisdiction until it filed a Declaratory Judgment Action on July 2, 2015, in response to the Supreme Court's Mount Laurel IV decision. As detailed in the prior section, the Township reached several settlement agreements with intervening bodies, inclusive of FSHC, which were approved by the Court at a Fairness Hearing held on October 17, 2016. The Township consequently prepared a Third Round Housing Element and Fair Share Plan, which was adopted by the Township Planning Board and endorsed by Township Council on March 15, 2017, and the Township obtained a conditional Judgment of Compliance and Repose approving the Township's Housing Element and Fair Share Plan, along with all supporting documents, on October 12, 2017 after a properly noticed Compliance Hearing was held. After the Township satisfied all of the conditions of the JOR, the Court entered an Order on June 21, 2018 finalizing the JOR, which secured immunity for the Township from all Mount Laurel lawsuits, including, but not limited to, Builders Remedy lawsuits, until the end of the Third Round. The properties in the Terrace II Redevelopment Plan Area (Block 702, Lots 4 and 6) were not included as part of the Township's compliance towards its affordable housing obligations per its Third Round settlement agreements or Third Round Housing Element and Fair Share Plan.

Fourth Round

On March 20, 2024, Governor Murphy signed amendments to the Fair Housing Act known as affordable housing bill A4/S50 ("FHA Amendments") into law. The FHA Amendments established new guidelines for determining and regulating the affordable housing obligations of New Jersey municipalities for the Fourth Round and subsequent 10-year rounds as mandated by the Mount Laurel Doctrine. In accordance with the FHA Amendments, the Township adopted Resolution No. 2025-72 on January 21, 2025, committing to a Fourth Round present need obligation of zero (0) and a Fourth Round prospective need obligation of 208, which was adjusted from the Township's Fourth Round prospective need of 275 calculated by the Department of Community Affairs ("DCA"). The Township filed a Declaratory Judgment Action in Superior Court on January 23, 2025.

On February 27, 2025, New Jersey Builders Association ("NJBA") filed an objection with the Court to the Township's Fourth Round prospective need obligation adopted by Resolution No. 2025-72, declaring that the Court establish the Township's Fourth Round prospective need obligation as 275 as calculated by the DCA. On February 28, 2025, pursuant to Administrative Directive #14-24,

Fair Share Housing Center filed a case information statement and challenge to the Township's determination of its Fourth Round present and prospective need obligation and provided an alternate Fourth Round prospective need calculation of 264 for Berkeley Heights. In response to the challenges filed to the Township's calculation of its Fourth Round prospective need obligation, pursuant to the Program, the Administrative Office of the Courts ("AOC") appointed and assigned the case to Program member, the Hon. Thomas C. Miller, J.S.C. (Ret.) ("Program Member") to manage the proceedings, host settlement conferences, and make recommendations to the Court in accordance with the FHA and the AOC's Directive #14- 24 ("Directive #14-24"), and the Program Member appointed Art Bernard, PP, as special adjudicator ("Special Adjudicator") in this case to work with, make recommendations to and assist the Program. Additionally, NJBA notified the Program in writing by their counsel that they would not object to any settlement reached between the Township and the FSHC.

A settlement conference was conducted in March of 2025 on notice to all parties with the participation of local officials, Township affordable housing planner, planners for FSHC, and attorneys for the Township and attorneys for the NJBA and FSHC, in accordance with the statutory framework and Directive #14-24, and with the goal of reaching a resolution. As a result of the settlement conference, the Township and FSHC reached a settlement, which established a present need obligation of zero (0) and prospective need obligation of 240 for the Township of Berkeley Heights for the Fourth Round. The Settlement was placed on the record before the Program on March 14, 2025, the Township Council adopted a resolution on March 18, 2025 accepting and confirming the settlement and authorizing the execution of a Mediation Agreement with FSHC, and said Mediation Agreement was subsequently finalized and entered into on March 27, 2025 and was submitted to the Program and the Court, along with the approving resolution, for review. Having been advised by the Program via an order entered on March 24, 2025 that a settlement on the Fourth Round numbers had been reached, the Court memorialized the Township's Fourth Round present and prospective need obligations on behalf of the Program in an Order dated April 14, 2025. The Order set the Township's prospective need obligation at 240 and its present need obligation (also known as rehabilitation obligation) at zero (0) for the Fourth Round period.

The Township's Affordable Housing Planner, Harbor Consultants, Inc., consequently prepared a Fourth Round Housing Element and Fair Share Plan ("HEFSP") addressing the Township's Fourth Round affordable housing obligations. As part of the planning process for the Fourth Round HEFSP, the Township reevaluated the affordable units and credits used to satisfy its Prior Round and Third Round affordable housing obligations. This evaluation involved verifying the status of Court-approved compliance mechanisms and projects towards the Township's Third Round Realistic Development Potential ("RDP") of 359, as well as incorporating new planned or built affordable units/projects in the Township since the adoption of its Third Round HEFSP. Since the adoption of the Third Round HEFSP, the Township has entered discussions with the property owner of Block 702, Lots 4 and 6 (Lockhern Property II LLC) about an inclusionary mixed-use project on the site (known as "Terrace II") that would contribute towards the Township's affordable housing compliance. This project would include a maximum of 33 multifamily residential rental units, inclusive of a 20% set-aside of affordable family rental units (or 7 affordable units). As a result of these discussions, these properties have been designated as part of a Non-Condemnation Area in Need of Redevelopment on May 21, 2024, and the 7 affordable family rental units to be generated from this project were included as part of the Township's compliance towards its Third Round RDP within the Township's Fourth Round HEFSP, which was adopted by the Township Planning Board on June 25, 2025 and endorsed by the Township Council via Resolution No. 2025-198 on June 26, 2025. The Township's

Fourth Round HEFSP will be subject to future approval by the Court. This Redevelopment Plan has therefore been prepared to effectuate the proposed inclusionary mixed-use development and provide affordable units on the Terrace II site in accordance with the Township's Fourth Round HEFSP.

SECTION 2. THE PUBLIC PURPOSE

2.1 Adoption of a Redevelopment Plan

The requirements for the adoption of a redevelopment plan are outlined in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-7, as detailed below:

a. No redevelopment project shall be undertaken or carried out except in accordance with a redevelopment plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated project area is located in an area in need of redevelopment or in an area in need of rehabilitation, or both, according to criteria set forth in section 5 or section 14 of P.L. 1992, c. 79 (C40A:12A-5 or 40A:12A-14), as appropriate.

The redevelopment plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

(1) Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.

(2) Proposed land uses and building requirements in the project area.

(3) Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.

(4) An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.

(5) Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities; (b) the master plan of the County in which the municipality is located, and (c) the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L. 1985, c. 398 (C.52:18A-196 et al.).

(6) As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households, as defined pursuant to section 4 of P.L.1985, c.222 (C.52:27D-304), that are to be removed as a result of implementation of the redevelopment plan, whether as a result of subsidies or market conditions, listed by affordability level, number of bedrooms, and tenure.

(7) A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of implementation of the redevelopment plan. Displaced residents of housing units provided under any State or federal housing subsidy program, or pursuant to the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), provided they are deemed to be eligible, shall have first priority for those replacement units provided under the plan; provided that any such replacement unit shall not be credited against a prospective municipal obligation under the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.), if the housing unit which is removed had previously been credited toward satisfying the municipal fair share obligation. To the extent reasonably feasible, replacement housing shall be provided within or in close proximity to the redevelopment area. A municipality shall report annually to the Department of Community Affairs on its progress in implementing the plan for provision of comparable, affordable replacement housing required pursuant to this section.

(8) Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

b. A redevelopment plan may include the provision of affordable housing in accordance with the "Fair Housing Act," P.L.1985, c.222 (C.52:27D-301 et al.) and the housing element of the municipal master plan.

c. The redevelopment plan shall describe its relationship to pertinent municipal development regulations as defined in the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.). The redevelopment plan shall supersede applicable provisions of the development regulations of the municipality or constitute an overlay zoning district within the redevelopment area. When the redevelopment plan supersedes any provision of the development regulations, the ordinance adopting the redevelopment plan shall contain an explicit amendment to the zoning district map included in the zoning ordinance. The zoning district map as amended shall indicate the redevelopment area to which the redevelopment plan applies. Notwithstanding the provisions of the "Municipal Land Use Law," P.L.1975, c.291 (C.40:55D-1 et seq.) or of other law, no notice beyond that required for adoption of ordinances by the municipality shall be required for the hearing on or adoption of the redevelopment plan or subsequent amendments thereof.

d. All provisions of the redevelopment plan shall be either substantially consistent with the municipal master plan or designed to effectuate the master plan; but the municipal governing body may adopt a redevelopment plan which is inconsistent with or not designed to effectuate the master plan by affirmative vote of a majority of its full authorized membership with the reasons for so acting set forth in the redevelopment plan.

e. Prior to the adoption of a redevelopment plan, or revision or amendment thereto, the planning board shall transmit to the governing body, within 45 days after referral, a report containing its recommendation concerning the redevelopment plan. This report shall include an identification of any provisions in the proposed redevelopment plan which are inconsistent with the master plan and recommendations concerning these inconsistencies and any other matters as the board deems appropriate. The governing body, when considering the adoption of a redevelopment plan or

revision or amendment thereof, shall review the report of the planning board and may approve or disapprove or change any recommendation by a vote of a majority of its full authorized membership and shall record in its minutes the reasons for not following the recommendations. Failure of the planning board to transmit its report within the required 45 days shall relieve the governing body from the requirements of this subsection with regard to the pertinent proposed redevelopment plan or revision or amendment thereof. Nothing in this subsection shall diminish the applicability of the provisions of subsection d. of this section with respect to any redevelopment plan or revision or amendment thereof.

f. The governing body of a municipality may direct the planning board to prepare a redevelopment plan or an amendment or revision to a redevelopment plan for a designated redevelopment area. After completing the redevelopment plan, the planning board shall transmit the proposed plan to the governing body for its adoption. The governing body, when considering the proposed plan, may amend or revise any portion of the proposed redevelopment plan by an affirmative vote of the majority of its full authorized membership and shall record in its minutes the reasons for each amendment or revision. When a redevelopment plan or amendment to a redevelopment plan is referred to the governing body by the planning board under this subsection, the governing body shall be relieved of the referral requirements of subsection e. of this section.

2.2 Redevelopment Goals and Objectives

The Goals and Objectives of the Terrace II Redevelopment Plan are as follows:

- Provide for a mixed-use development with retail use fronting Springfield Avenue and residential use composed of multifamily rental apartments, which shall include an inclusionary family rental affordable housing component consistent with the Township's Fourth Round HEFSP;
- Redevelop properties which have been designated as a Non-Condemnation Area in Need of Redevelopment and satisfy certain criteria of the Local Redevelopment and Housing Law with a new mixed-use development with indoor and outdoor amenities designed to serve the residents of the community;
- Incorporate outdoor amenity space as part of the retail use on site to augment the experience of clientele and unify the development with the Springfield Avenue streetscape;
- Incorporate private indoor and outdoor amenity spaces as part of the residential use on site to address the social and recreational needs of the residents;
- Provide sufficient off-street parking spaces and internal vehicular circulation for all residents and retail users both on site and through dedicated off-site parking areas in accordance with this Redevelopment Plan;
- Develop the site in consistency with the Township's planned streetscape improvements along Sherman Avenue, and provide additional streetscape improvements along Springfield Avenue and the southern portion of Sherman Avenue in accordance with this Redevelopment Plan;
- Implement stormwater management improvements on the parking lot located at Block 702, Lot 17.01, for which a portion is to be deed-restricted for off-site parking spaces for the mixed-use development in the Redevelopment Plan Area;
- Investigate the impact of the new development on traffic conditions on Springfield Avenue and Sherman Avenue;

- Contribute to the construction and/or installation of traffic calming measures and enhanced pedestrian crossings along Springfield Avenue, including, but not limited to, a signaled HAWK pedestrian crossing at the intersection of Springfield Avenue and Summit Avenue;
- Incorporate green building technologies into the site improvements and the building design to the extent practicable; and
- Design the project to comply with the Part 19 – Design Standards of the Township Municipal Land Use Procedures Ordinance and Exhibits of this Redevelopment Plan, subject to Planning Board approval.

2.3 Relationship to the Local Objectives

2.3.A Master Plan Goals

To further understand the benefits and effects that redeveloping the Terrace II site would have on the Township of Berkeley Heights, this Redevelopment Plan analyzes how the proposed redevelopment relates and adheres to the overarching Township Master Plan.

On May 4, 2022, the Township Planning Board adopted an updated comprehensive Master Plan prepared by Phillips Preiss Grygiel Leheny Hughes LLC. The 2022 Master Plan set forth a variety of goals consistent with the downtown mixed-use development envisioned in this Terrace II Redevelopment Plan. Goals of the 2022 Master Plan which align with the Terrace II Redevelopment Plan include “Promote Smart Growth and encourage development patterns that complement the existing character of the Township,” “Revitalize Downtown Berkeley Heights,” “Establish a strong and diverse economic base,” and “Improve Downtown mobility and visitor experience for all modes of transportation.”¹ The 2022 Master Plan makes specific reference to targeted development along Sherman Avenue and Springfield Avenue, which corresponds with the properties included in the Terrace II Redevelopment Plan Area. For example, the Master Plan states that “[n]otably, many parcels in the downtown district along Springfield and Sherman Avenues are currently underdeveloped and retain potential for additional density, building mass, and/or a mix of uses,” and “there is currently an untapped opportunity to transform Sherman Avenue into a more pedestrian and bicycle-friendly corridor that reflects the vision of the community for a vibrant, walkable downtown.”² The redevelopment of the Terrace II Redevelopment Plan Area, which is located along Springfield Avenue and Sherman Avenue, into a higher-density, inclusionary mixed-use project in the Township’s downtown therefore is consistent with the goals of the 2022 Township Master Plan.

2.3.B Master Plan Objectives

i. Land Use Element

Important planning objectives and actions in the 2022 Master Plan Land Use Element that apply to the Terrace II Redevelopment Plan include the following:

¹ 2022 Master Plan for the Township of Berkeley Heights, Volume II: Vision, Goals, and Recommendations, prepared by Phillips Preiss Grygiel Leheny Hughes LLC, April 2022. §2.2 Goals and Objectives, Pages 7, 9, 10.

² 2022 Master Plan for the Township of Berkeley Heights, Volume II: Vision, Goals, and Recommendations, prepared by Phillips Preiss Grygiel Leheny Hughes LLC, April 2022. §3.1 Key Findings, Page 24, §5.1 Key Findings, Page 52.

- **Goal: Promote Smart Growth and encourage development patterns that complement the existing character of the Township.**
 - **Objective: Protect and enhance the character of existing neighborhoods, particularly single-family residential neighborhoods.**
 - **Objective: Provide housing options to meet the needs of all residents, particularly for seniors to age in place in the community.**
 - **Action: Continue to implement the Housing Element and Fair Share Plan and satisfy the Township's affordable housing obligations.**
 - **Objective: Ensure that any future reuse of large non-residential/ mixed-use properties, if proposed, generates community benefits and is compatible with surrounding neighborhoods.**
 - **Objective: Control development patterns based on the capacity of community facilities and services.**
- **Goal: Revitalize Downtown Berkeley Heights**
 - **Objective: Facilitate the revitalization of the Downtown through supportive zoning and development regulations.**
 - **Objective: Improve the aesthetic character of Downtown.**
 - **Action: Investigate additional sites that qualify as areas in need of redevelopment or rehabilitation.**
 - **Action: Create incentives for property owners to rehabilitate and upgrade existing developments.**
- **Goal: Preserve the natural beauty of the Township and improve quality of life for residents.**
 - **Objective: Protect natural resources and open spaces and steer development activity to previously developed lands.**
 - **Objective: Expand both passive and active recreational opportunities for residents of all ages and abilities.**

The Terrace II Redevelopment Plan is consistent with the goals, objectives and actions outlined in the Land Use Element of the 2022 Township Master Plan. Over the last decade, the Township has concentrated its redevelopment efforts in its downtown corridor to effectuate its Third Round Housing Element and Fair Share Plan through the development of projects like "The Clarus," "Berkeley Crossing," "The Terrace," and "Modera Berkeley Heights." By using redevelopment to transform downtown properties into an inclusionary mixed-use project that will contribute valuable retail space to the Township's urban core and provide affordable housing in consistency with the Township's Fourth Round Housing Element and Fair Share Plan, the Terrace II Redevelopment Plan furthers these prior and ongoing efforts to revitalize the Township's downtown and implement smart growth development. Additionally, the provision of indoor and outdoor amenity spaces as part of the Terrace II Redevelopment Plan contributes to the goal of improving the quality of life for residents through active and passive recreational space.

ii. Economic Development Element

Important planning objectives and actions in the 2022 Master Plan Economic Development Element that apply to the Terrace II Redevelopment Plan include the following:

- **Goal:** Establish a strong and diverse economic base.
 - **Objective:** Build relationships with local businesses and support their growth and expansion.
 - **Objective:** Attract new investment and improvements to underutilized and previously developed properties.

The Terrace II Redevelopment Plan is consistent with the goals, objectives and actions outlined in the Economic Development Element of the 2022 Township Master Plan. By providing a retail space fronting the Springfield Avenue right-of-way, which is a major corridor within the Township's downtown, on a site which previously did not have a retail use, the Terrace II Redevelopment Plan further strengthens the economic base of the Township.

iii. Mobility Element

Important planning objectives and actions in the 2022 Master Plan Mobility Element that apply to the Terrace II Redevelopment Plan include the following:

- **Goal:** Make the Township more walkable and bicycle-friendly.
 - **Objective:** Enhance facilities for alternative modes of transportation
- **Goal:** Improve Downtown mobility and visitor experience for all modes of transportation.
 - **Objective:** Transform Sherman Avenue into a vibrant, multi-use corridor.
 - **Action:** Create multi-use paths through traffic calming measures and rebalancing of the roadway.

The Terrace II Redevelopment Plan is consistent with the goals, objectives and actions outlined in the Mobility Element of the 2022 Township Master Plan. By providing traffic calming measures along Springfield Avenue, developing the site in consistency with the Township's planned streetscape improvements along Sherman Avenue, and providing additional streetscape improvements along Springfield Avenue and the southern portion of Sherman Avenue, the Terrace II Redevelopment Plan promotes the walkability and downtown mobility of the Township.

2.3.C Relation to the Township Land Use Procedures Ordinance

The Township recently amended its Municipal Land Use Procedures Ordinance, which the Township Council approved on December 19, 2023. The amendments rezoned several areas of the Township, consolidated the Housing Business-2 (HB-2) Zone and the Housing Business-3 (HB-3) Zone into one Housing Business (HB) Zone, eliminated the Downtown Housing-24 (DH-24) Zone, and amended the permitted, accessory, and conditional uses in various zones including the Downtown Development (DD) Zone. The underlying zoning of the Redevelopment Plan Area is the DD Zone (see Figure 5 below). To the north and west of the Redevelopment Plan Area is the DD Zone. To the east of Block 702, Lots 4 and 6 and north of the portion of Block 702, Lot 17.01 is the Former Movie Theater Site Redevelopment Plan Area (the site of "The Terrace at Berkeley Heights" development). To the south and west of the Redevelopment Plan Area is the portion of the Sherman Avenue right-of-way included in the Stratton House Redevelopment Plan Area (the site of "The Clarus" project) and the Downtown Housing-18 (DH-18) Zone.

Terrace II Redevelopment Plan
Township of Berkeley Heights

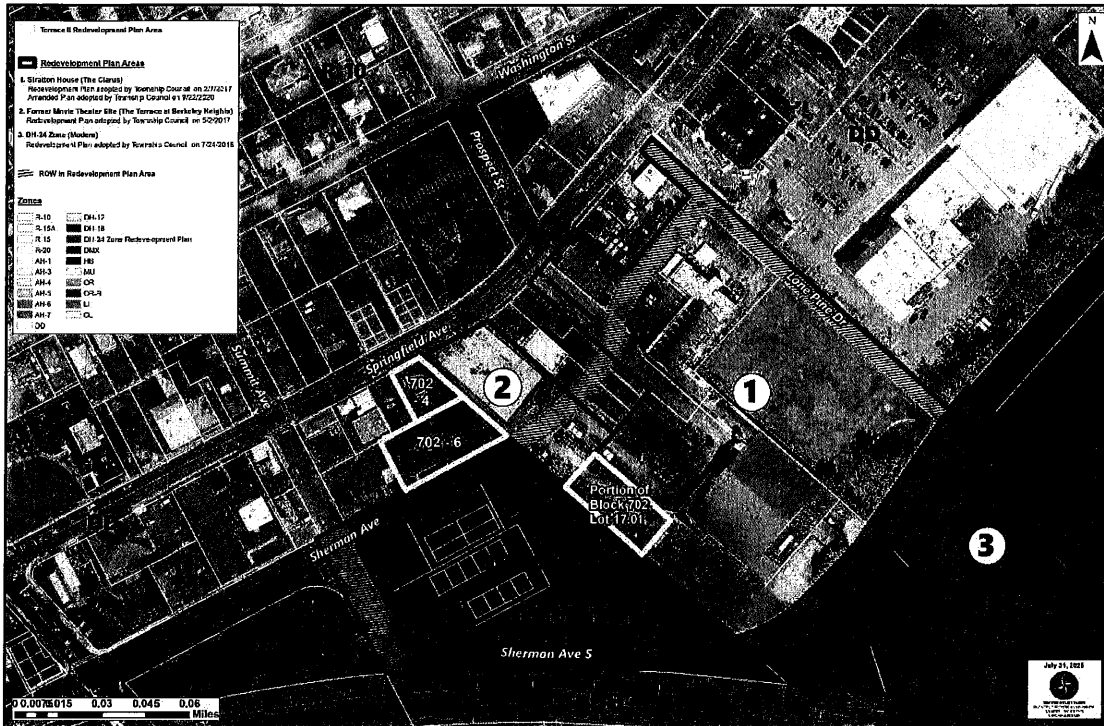


Figure 10: Zoning Map of the Terrace II Redevelopment Plan Area

Outlined in Tables 2-5 below are the permitted principal uses, permitted accessory uses and structures, permitted conditional uses, and prohibited uses within the DD Zone as amended in December 2023. The existing stand-alone single-family home located on Block 702, Lot 4 is not permitted in the DD Zone and is a preexisting non-conforming use.

Table 2: Permitted Principal Uses (DD Zone) Article 6.3 - Schedule of Zone District Regulations Township of Berkeley Heights, Union County, New Jersey	
Retail sales	
Personal and professional services	
Mixed Use Structures combining retail sales or personal or professional service businesses on a portion of the ground floor and structured parking within an enclosed garage also occupying the ground floor, with residential uses on the upper floors, subject to the provisions of Subsections F and H herein. Residential uses on the ground floor shall be prohibited.	
Public open spaces	
Municipal Buildings, playgrounds and other governmental uses	
Theaters	
General and professional offices	
Medical offices	
Houses of worship	
Schools and childcare facilities	

Table 3: Permitted Accessory Uses and Structures (DD Zone) Article 6.3 - Schedule of Zone District Regulations Township of Berkeley Heights, Union County, New Jersey
Parking
Common recreational facilities and/or public open spaces, including walkways, courtyards, plazas, alleys, gazebos, and similar facilities
Garbage, trash, and recycling facilities
Any use or structure customarily incidental and subordinate to the principal use and located on the same lot

Table 4: Permitted Conditional Uses (DD Zone) Article 6.3 - Schedule of Zone District Regulations; Article 7.1 - Conditional Uses Township of Berkeley Heights, Union County, New Jersey
Car wash facilities
Public utility or public service facilities

Table 5: Prohibited Uses (DD Zone) Articles 6.3 - Schedule of Zone District Regulations; Article 6.4 – Prohibited Uses Township of Berkeley Heights, Union County, New Jersey
Outside storage of vehicles, construction equipment or materials
Vending machines on private property on the outside of any structure
Smoke and vape shops
Drive-through facilities, road stands or refreshment stands
Automotive repair facilities
Fuel service stations
Sales or rentals of new or used motor vehicles or trailers
Coin operated dispensers, including mechanical and automatic machines in which a product is returned, except when located in a principal building in other than a residential zone
Retail laundries, cleaning or dyeing establishments employing more than four (4) persons and all non-retail establishments
Pipelines which are not public utilities that distribute services to end users and are unregulated by the State of New Jersey Board of Public Utilities are prohibited within any zone in the Township
The storage of crude oil or any volatile products or any highly flammable liquids or gas above ground in tanks having a capacity of more than three hundred (300) gallons
All classes of cannabis establishments or cannabis distributors or cannabis delivery services as said terms are defined in section 3 of P.L. 2021, c. 16, but not the delivery of cannabis items and related supplies by a delivery service located outside of the Township
Without any way limiting the specific prohibitions, restrictions or limitations contained anywhere else in this Ordinance, in all zones of the Township any uses not specifically permitted in Article 6.3 herein are prohibited
Sexually-oriented businesses

Provided in Table 6 below are the bulk regulations for the DD Zone:

Table 6: Bulk Regulations (DD Zone) Article 6.1 - Schedule of General Regulations; Articles 6.3 - Schedule of Zone District Regulations Township of Berkeley Heights, Union County, New Jersey	
Use	Requirement
Min. Lot Area	5,000 SF
Min. Lot Width	40 ft.
Min. Lot Depth	100 ft.
Min. Front Yard	12 ft. for structures along Springfield, Plainfield or Snyder Avenue 20 ft. all other structures
Min. Side Yard	(a) (b) (c) (d)
Min. Rear Yard	(e)
Max. Building Coverage	50%
Max. Lot Coverage	85%
Max. Building Height (feet)	36 ft. (f)
Max. Building Height (stories)	(f)
Min. Distance Between Buildings	(g) (h) (i)
(a) Windowless wall to side yard with no pedestrian access – 0 ft. (b) Windowless wall to side yard with pedestrian access – 5 ft. (c) Window wall to side yard – 15 ft. (facades with residential uses); 8 feet (facades with no residential uses) (d) Side yards shall apply to building walls at each story and shall consider the existing and potential relationship to adjacent structures. Side yards may be used for pedestrian access from rear yard parking where permitted by the Planning Board. (e) For buildings not exceeding two stores 10 ft.; for each additional story an additional 10 ft. (f) All buildings and structures not to exceed 3 stories. The third story is to be built into the roof of the building or structure to give an appearance of 2 ½ stories. The minimum building height shall be thirty (30) feet for all buildings in excess of one (1) story. One (1) story buildings shall be allowed only if they have a pitched roof, either hip or gable with a pitch greater than eight (8) on twelve (12) for the entire roof and further that all mechanical equipment is screened from adjacent buildings of greater height. The maximum building height for all buildings shall be three (3) stories, provided that the third (3 rd) story is built into the roof of the building or structure to give the appearance of two and one-half (2½) stories at the street level, and shall not exceed thirty-six (36) feet. A three (3) story building with a flat roof shall be prohibited. (g) Windowless wall to windowless wall – 0 ft. (h) Window wall to windowless wall – 20 ft. (facades with residential uses); 5 ft. (facades with no residential uses). (i) Window wall to window wall – 30 ft. (facades with residential uses); 15 ft. (facades with no residential uses).	

Section 6.3.2 of the Township's Municipal Land Use Procedures Ordinance provides additional requirements pertinent to the DD Zone, which are enumerated as follows:

F. Residential Regulations.

1. Residential dwelling units are only permitted within the upper stories of a structure.
2. The maximum density for residential uses shall be twenty (20) dwelling units per acre.

3. Inclusionary Housing Component³: Any project containing residential units shall meet the requirements of the Township's Affordable Housing Ordinances, applicable COAH regulations and the Court approved Settlement Agreement between the Township and Fair Share Housing Center ("FSHC") dated September 20, 2016, any applicable order of the Court and other applicable law.
- a. No fewer than twenty (20) percent of for-sale units or (15) percent of for rental units constructed shall be set aside as units affordable to very low, low, and moderate income households.
 - b. Income Distribution: The income distribution for the affordable units in each project shall be as follows: no more than fifty (50) percent may be moderate income units, at least thirty-seven (37) percent shall be low income units and at least thirteen (13) percent shall be very low income units.
 - c. Bedroom Mix: At least twenty (20) percent of the affordable units in each project shall be three (3) bedroom units; no more than twenty (20) percent of the affordable units in each project shall be efficiency and one (1) bedroom units; at least thirty (30) percent of the affordable units in each project shall be two (2) bedroom units; the balance may be two (2) or three (2)-bedroom units, at the discretion of the developer.
 - d. The developer shall have an obligation to deed restrict the Affordable Units as very low, low, or moderate income affordable units for a period of at least thirty (30) years, until such time and under such conditions as the Township takes action to release the deed restriction, so that the Township may count the Affordable Units against its affordable housing obligation.
 - e. All affordable units shall comply with the bedroom distribution requirements, income distribution requirements, pricing requirements, integration of affordable units' requirements, affirmative marketing requirements, candidate qualification and screening requirements and deed restriction requirements of the Township's Affordable Housing Ordinance.
 - f. The developer/owner of the Affordable Units shall contract with an experienced and duly qualified administrative agent for the administration of the Affordable Units. The developer's/owner's administrative agent may either be the Township Administrative Agent or shall report to the Township Administrative Agent, and the developer/owner shall have the obligation to pay all costs associated with affirmatively marketing and deed restricting the Affordable Units, income qualifying residents, and maintaining compliance with the affordability controls on the Affordable Units in accordance with this Section and the Township's Affordable Housing Ordinance for the entirety of the Deed-Restriction Period. The developer and its administrative agent shall provide annual reports as required by the Township and the Township's Administrative Agent to enable the

³ This subsection is subject to change per future amendments to the Township's Affordable Housing Ordinance in accordance with the Township's adopted Fourth Round HEFSP and updated Uniform Housing Affordability Controls ("UHAC") requirements.

Township to comply with the affordable housing monitoring requirements of the Court.

G. Outdoor Cafe Regulations.

1. All outdoor dining areas shall allow a minimum of six (6) feet clear passage between the seats and/or tables and the curb or edge of sidewalk.
2. There shall be no tables, chairs, or other obstructions placed in front of any driveway, parking lot entrance, alley, or other vehicular or pedestrian thoroughfare or passage way, or within twenty (20) feet of any fire exit from any building.
3. Tables and chairs shall only be placed adjacent to the building in which the dining business is housed and must be on the same lot or parcel of land upon which such business is located.
4. The food served at outside dining tables must be the same food served by the particular dining business for consumption indoors.
5. There shall be no outdoor preparation of food.
6. All Board of Health regulations and requirements must be satisfied prior to the commencement of any outdoor dining.
7. All tables and chairs must be placed and maintained in a safe and orderly manner so as to not present a hazard to pedestrian and vehicular traffic.
8. Tables and chairs may be left out of doors overnight but all other accessories must be placed inside the premises when the dining area is not open for use.
9. Unless previously shown on an approved site plan, no outdoor dining area shall be permitted until a proposed plan is submitted to, and approved by, the Zoning Officer as being in compliance with this section and not negatively impacting any aspect of the approved site plan for the site.
10. Nothing herein shall operate to permit outdoor dining when such use of the property is prohibited by the owner of the property or other rule or regulation. Nothing herein shall operate to vary, alter, or amend any rule or regulation relating to the sale or consumption of alcoholic beverages.

H. Retail and Commercial Space Regulations.

1. In connection with mixed-use residential/commercial development within the zone, the minimum gross square footage of the retail and/or service commercial floor area on the ground or first floor of any mixed-use building shall be no less than twenty (20) percent of the gross floor area of the largest floor of the building on any level. The retail and/or service commercial space shall be oriented to and located along the street frontage(s) of the property.
2. Off-street parking spaces shall be allowed on the ground or first floor of a mixed use building provided that all such parking spaces shall be fully enclosed in a garage to the extent practicable.
3. A mixed-use development containing ten (10) or greater total residential units shall dedicate a minimum of fifteen (15) percent of the gross floor area of the largest floor on any level for residential amenities such as, but not limited to, fitness centers, club rooms, office space and meeting rooms. The amenities may be located on any building level provided that the amenities are accessible to

all residents of the project and further provided that such amenities shall be in addition to required retail and service commercial space.

I. Other Provisions and Requirements.

1. All projects shall comply with Part 19 - Design Standards and Article 19.5 - Standards and Guidelines for the Downtown.
2. All projects shall comply with Part 11 - Parking, Driveways, and Loading Spaces. In addition to Part 11, the following standards shall apply:
 - a. All parking shall be located on-site. On-street parallel parking shall be prohibited as a means of addressing required parking in this zone;
 - b. Reserved.
 - c. To the extent practicable, all parking on the ground of first floor level of the building shall be in an enclosed garage and the garage shall be constructed with the same types of building materials and finishes as the main portion of the building.
3. All projects containing residential units shall include a dry storage area—located either on the ground or first floor level, or adjacent to common areas or trash rooms on each upper level with multifamily dwelling units. The dry storage area shall be a minimum of twenty (20) square feet in area per unit. A storage area shall have a ceiling height of not less than six (6) feet.

SECTION 3. THE REDEVELOPMENT PLAN

3.1 Land Use Plan

The Terrace II Redevelopment Plan Area (Block 702, Lots 4 and 6 and a portion of Block 702, Lot 17.01) shall be redeveloped with one (1) inclusionary mixed-use building consisting of a minimum of 1,500 square feet of retail space fronting Springfield Avenue, and a maximum of thirty three (33) multifamily residential rental units, inclusive of a minimum on-site family rental affordable housing set-aside of 20% (or 7 affordable units). The development shall include a minimum of 650 square feet of outdoor amenity space serving the retail use on site, a minimum of 2,400 square feet of indoor amenity space serving the residential use on site, and a minimum of 4,100 square feet of outdoor amenity space serving the residential use on site. Parking spaces shall be provided in accordance with the requirements specified in Section 3.1.B and Section 3.2.A of this Redevelopment Plan. Streetscape improvements shall be provided in accordance with the requirements specified in Section 3.2.B and Section 3.3.A of this Redevelopment Plan.

3.1.A Permitted Uses in the Terrace II Redevelopment Plan

3.1.A.1 Permitted Principal Uses:

1. A mixed-use development consisting of the following components, which shall only be located on the combined site of Block 702, Lots 4 and 6:
 - a. Retail component. A minimum of 1,500 square feet of retail space fronting the Springfield Avenue right-of-way, inclusive of an outdoor amenity area fronting Springfield Avenue.

- b. Inclusionary multifamily residential rental component. A maximum of thirty three (33) multifamily residential rental units, inclusive of a minimum on-site family rental affordable housing set-aside of 20% (or 7 affordable units) of the total number of units in the Terrace II Redevelopment Plan Area. All residential units shall be located in one (1) building.

3.1.A.2 Permitted Accessory Uses:

1. Common outdoor public or private amenity spaces, plazas, terraces and seating areas corresponding to residential use and/or retail use on site;
2. Amenities associated with supporting residential uses within the interior of the building, including, but not limited to, an elevator lobby entrance, business office, gym, package/mail room, storage room, club room, and EV charging stations;
3. Streetscape improvements;
4. Pedestrian walking paths;
5. Parking structures (provided that they are wrapped within the interior of the building with no exposed walls along Springfield Avenue or Sherman Avenue, and the walls are constructed with the same building materials as the main building elevations substantially in accordance with Exhibits 1-3 attached to this Redevelopment Plan), parking lots, private driveways;
6. Gardens, hardscape patio areas, landscape features, and courtyards;
7. Green building design/techniques and green roofs;
8. Solar canopy array or roof mounted systems;
9. Mechanical equipment, maintenance, and trash enclosures;
10. Emergency Access driveways; and
11. Any accessory use or structure customary and incidental to the permitted principal use subject to and as approved by the Planning Board.

3.1.A.3 Conditional Uses:

1. Public utility uses.

3.1.B Building, Area, and Yard Requirements

The Redevelopment Plan shall comply with the building, area, and yard requirements as outlined under Table 7.

Table 7: Bulk Requirements for the Terrace II Redevelopment Plan Area Berkeley Heights, Union County, New Jersey	
Residential Requirements	
Max. Residential Density	The residential component of the Terrace II Redevelopment Plan Area shall be developed with a permitted maximum residential yield of up to 33 multifamily rental units, inclusive of a minimum on-site family rental affordable housing set-aside of 20% (or 7 affordable units) of the total number of units developed in the Redevelopment Plan Area.

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Distribution of Affordable Units	The Terrace II Redevelopment Plan Area shall have an on-site inclusionary affordable housing family rental component of 20% (or 7 affordable units) of the total number of units developed in the Redevelopment Plan Area. All of the affordable units are to be distributed evenly throughout the building to the greatest extent possible. All of the affordable units shall comply with the Uniform Housing Affordability Controls ("UHAC"), the Fair Housing Act, the Township's Fourth Round Housing Element and Fair Share Plan, the Township's Affordable Housing Ordinance as amended from time to time, any applicable order of the Court, and other applicable laws.	
Retail Requirements		
Min. Area of Retail Space	1,500 Square Feet	
Lot Requirements		
Min. Lot Area	0.6 Acres	
Min. Lot Width	50 Feet	
Min. Lot Depth	150 Feet	
Coverage Requirements		
Max. Building Coverage	70%	
Max. Impervious Lot Coverage	80%	
Building Height Requirements		
Max. Building Height – Springfield Avenue (ft/stories)	36 Feet (to roof line, excluding parapets)/3 stories above grade as measured from the Springfield Avenue right-of-way line	
Max. Building Height – Sherman Avenue (ft/stories)	36 Feet (to roof line, excluding parapets)/3 stories above grade as measured from the Sherman Avenue right-of-way line	
Building Setback Requirements		
Min. Front Yard Setback from Principal Structure (Springfield Avenue) *	12 Feet	
Min. Front Yard Setback from Principal Structure (Sherman Avenue) *	10 Feet	
Min. Side Yard Setback (Single)	5 Feet	
Min. Side Yard Setback (Combined)	10 Feet	
Amenity Space Requirements		
Min. Area of Outdoor Amenity Space Serving Retail Use	650 Square Feet	
Min. Indoor Amenity Space Serving Residential Use	2,400 Square Feet	
Min. Outdoor Amenity Space Serving Residential Use	4,100 Square Feet	
Parking Requirements		
Min. Parking Spaces	Residential Use	1.7 spaces per dwelling unit
	Retail Use	1 space per 500 square feet
Off-Street Parking Location	A minimum of 37 off-street parking spaces must be provided on-site on the properties in the Terrace II Redevelopment Plan Area identified as Block 702, Lots 4 and 6. Any remaining required parking spaces towards the project may be provided off-site from	

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Township of Berkeley Heights

	the existing surface parking located on the property in the Terrace II Redevelopment Plan Area identified as a portion of Block 702, Lot 17.01, so long as the parking spaces are deed-restricted for the residential and/or retail uses within the Terrace II Redevelopment Plan Area.
Additional Parking Requirements	Tandem parking spaces shall be permitted within the on-site enclosed parking structure given that such parking spaces are only assigned to two- or three-bedroom units. Each set of tandem parking spaces (consisting of a front parking space and rear parking space) shall be assigned to the same two- or three-bedroom unit to best coordinate access to each parking space within the tandem parking space set. All parking spaces and parking areas shall comply with the standards under Section 3.2.A of this Redevelopment Plan.
*Springfield Avenue and Sherman Avenue shall both be considered front lot lines for the purposes of this Redevelopment Plan due to entrances for each of the principal uses on the site fronting each of these right-of ways. All other lot lines shall be interpreted as side lot lines. There shall be no rear lot line.	

3.2 Development Requirements

1. The Planning Board may authorize a de minimus design waiver from the provisions of Section 3.1.B of this Redevelopment Plan without the need for amending the Redevelopment Plan as described under Section 7.2.
2. The Planning Board may authorize a de minimus design waiver from Part 19 Design Standards of the Township's Municipal Land Use Procedures Ordinance without the need for amending the Redevelopment Plan as described under Section 7.2.

3.2.A Parking and Traffic Circulation Standards

Parking, driveways and loading spaces in the Redevelopment Plan Area shall comply with Part 11 of the Township's Land Use Procedures Ordinance with the following exceptions:

1. A minimum of 37 off-street parking spaces must be provided on-site on the properties in the Terrace II Redevelopment Plan Area identified as Block 702, Lots 4 and 6. Any remaining required parking spaces towards the project may be provided off-site from the existing surface parking located on the property in the Terrace II Redevelopment Plan Area identified as a portion of Block 702, Lot 17.01, so long as the parking spaces are deed-restricted for the residential and/or retail uses within the Terrace II Redevelopment Plan Area.
2. On-site parking structures shall be permitted, provided that they are wrapped within the interior of the building with no exposed walls along Springfield Avenue or Sherman Avenue, and the walls are constructed with the same building materials as the main

building elevations substantially in accordance with Exhibits 1-3 attached to this Redevelopment Plan.

3. Off-site surface parking shall be permitted to support the inclusionary mixed-use development so long as a minimum of 37 off-street parking spaces are provided on-site on the properties pertaining to the Terrace II Redevelopment Plan Area identified as Block 702, Lots 4 and 6. All off-site surface parking supporting the mixed-use development shall be located on Block 702, Lot 17.01 and must be deed-restricted for the residential and/or retail uses within the Terrace II Redevelopment Plan Area.
4. The minimum number of off-street parking spaces provided within the Redevelopment Plan Area shall be as described in Table 7 of this Redevelopment Plan.
5. Tandem parking spaces shall be permitted within the on-site enclosed parking structure given that such parking spaces are only assigned to two- or three bedroom units. Each set of tandem parking spaces (consisting of a front parking space and rear parking space) shall be assigned to the same two- or three-bedroom unit to best coordinate access to each parking space within the tandem parking space set.
6. Loading spaces shall be provided as described in the Township Ordinances and shall be subject to Planning Board approval.
7. Parking stall dimensions and the provision of accessible parking spaces shall conform to the Township Ordinances and all applicable ADA requirements.
8. Electric Vehicle parking shall be provided in consistency with Section 3.2.H of this Redevelopment Plan.
9. The point of ingress and egress of the structured parking to support the inclusionary mixed-use development shall be located on Sherman Avenue and shall be substantially consistent with Exhibits 1-3 attached to this Redevelopment Plan.
10. A Traffic Circulation Plan shall be provided depicting the turning radius of emergency vehicle routes through the site. No truck circulation routes shall interfere with any permitted on-street parking spaces or driveways.
11. All parking spaces, loading spaces, fire lanes, and circulation routes shall be striped and signed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). All such striping and signage shall be depicted on the Traffic Circulation Plan.
12. At a minimum, an ambulance or first aid vehicle shall be able to access all exits of the building and parking structure on the site. The development shall be constructed to the National Fire Protection Association (NFPA) 13 Codes and Standards.
13. All on-site and off-site driveways and parking spaces serving the inclusionary mixed-use building shall be maintained by the owner of the building.

3.2.B Project Design Standards and Conditions

As part of, and in addition to, the Part 19 Design Standards of the Township's Land Use Procedures Ordinance as they apply to this Redevelopment Plan, the following conditions shall likewise be met:

1. The use of green building technologies is required to be incorporated into the project design. Green building (also known as green construction or sustainable building) is the practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle: from siting to design, construction, operation, maintenance, renovation, and demolition.
2. Upon the demolition of any existing building or structure, in whole or in part, the site shall be properly graded and stabilized unless new construction is to commence on the same site within thirty (30) days.
3. The building shall be constructed to the National Fire Protection Association (NFPA) 13 Codes and Standards.
4. Three bedroom or greater market-rate units are prohibited.
5. No residential units shall be located on the ground floor of the building.
6. Retail Space – A minimum of 1,500 square feet of retail space fronting Springfield Avenue shall be provided in the inclusionary mixed-use building in the Redevelopment Plan Area.
7. Location and Area of Amenities – A minimum of 650 square feet of outdoor amenity space serving the retail use on site shall be provided fronting Springfield Avenue. A minimum of 2,400 square feet of indoor amenity space serving the residential use on site shall be provided in the inclusionary mixed-use building and may consist of a combination of the following: elevator lobby entrance, business office, gym, package/mail room, storage room, and/or club room. A minimum of 4,100 square feet of outdoor amenity space serving the residential use shall be provided on site. Trash and recycling facility areas shall be located on the site. The location, design, landscaping, materials, and size of all proposed amenity areas shall be specified in the site plan submitted by the Redeveloper and shall be subject to review and approval by the Township Planning Board.
8. Maintenance – The entirety of the Terrace II Redevelopment Plan Area, inclusive of all indoor and outdoor residential, retail, and amenity space in the inclusionary mixed-use building, all outdoor landscaped areas, and any associated on-site and off-site parking areas, shall be maintained by the Developer.
9. The project shall contribute to the construction and/or installation of traffic calming measures and enhanced pedestrian crossings along Springfield Avenue, including, but not limited to, a signaled HAWK pedestrian crossing across Springfield Avenue at the intersection of Springfield Avenue and Summit Avenue, subject to review and approval by the Planning Board Engineer, Township Council and County of Union. The amount of

the contribution by the Redeveloper shall be negotiated as part of the Redevelopment Agreement and/or Financial Agreement.

10. Subject to review and approval by the Planning Board Engineer, the Redeveloper shall provide stormwater management improvements on the parking lot located at Block 702, Lot 17.01, for which a portion is to be deed-restricted for parking spaces for the mixed-use development in the Redevelopment Plan Area.
11. The project shall be developed in consistency with all planned streetscape improvements on Sherman Avenue to be provided by the Township. Subject to the terms of a Redevelopment Agreement, the Redeveloper shall provide streetscape improvements along the portion of the property fronting Springfield Avenue and the portion of the Sherman Avenue right-of-way fronted by the surface parking lot on Block 702, Lot 17.01 supporting the proposed development in the Redevelopment Plan Area. Streetscape improvements shall include, but are not limited to, ornamental street lights, hardwood/shade trees, brick paver sidewalks, brick paver crosswalks, bicycle racks, trash receptacles, and benches per the Township's Downtown development standards. All streetscape improvements shall follow the standards in Part 19 Design Standards of the Township's Land Use Procedures Ordinance, unless specified otherwise in this Redevelopment Plan.
12. A comprehensive landscape plan shall be prepared by a Licensed Landscape Architect. All areas of the site not covered by buildings, pavement, walkways and other permissible impervious surfaces shall contain landscape plantings, except for flood hazard, riparian, wetlands and similar areas which may be required by NJDEP to be left in their natural state. The use of perennial and native species is encouraged.
13. The Redeveloper shall provide the Township for review and approval floor plans for all proposed floors (above grade and below grade), along with building elevations for front, rear, and side elevations, depicting the proposed building heights. The building elevations shall comply with Part 19 Design Standards of the Township's Land Use Procedures Ordinance, subject to the Redeveloper's right to request exceptions from such Design Standards in accordance with the Municipal Land Use Law.
14. All mechanical equipment, generators, HVAC equipment and similar equipment shall be acoustically buffered such that any noise generated by the equipment shall be within the applicable residential sound standards as defined by the State of New Jersey.
15. All mechanical equipment shall be screened from view, both from the street and existing or planned neighboring buildings. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same materials used in the construction of the building, such that the screening appears to be an integral part of the building. The screening shall not impair the functioning of the equipment.
16. In addition to the Township Design Standards and the conditions above, all definitions per the Berkeley Heights Township ordinances remain valid for this Redevelopment Plan, unless modified hereby.

17. All of the affordable units in the development shall comply with UHAC, the Fair Housing Act, the Township's Fourth Round Housing Element and Fair Share Plan, the Township's Affordable Housing Ordinance, any applicable order of the Court, and other applicable laws.

3.2.C Building and Architectural Design Standards and Programming

1. The exterior of the building shall be substantially consistent with Exhibits 1 and 3 of this Redevelopment Plan subject to further refinement and revisions as directed by the Planning Board as part of the site plan application. The primary building material on all exterior building elevations shall be brick. The building materials used to accent the brick shall be pre-cast stone or concrete and brick panels, and other similar high quality materials such as Hardie cement board and Azek as approved by the Planning Board. The use of vinyl siding is prohibited on any building elevation. More contemporary materials such as glass curtain walls, composite metal panel systems, and other similar high quality building materials may also be incorporated in the design of the building as accent materials only, especially at the upper levels of the building as approved by the Planning Board. Exterior Insulating Finishing Systems (EIFS), artificial stone, and brick-face veneer ("Permastone" & "Brickface") and other similar facade materials may not be used within this Redevelopment Area. Similarly, jumbo brick and concrete block of any type are not permitted as facade materials within this Redevelopment Plan Area.
2. It is understood that Exhibits 1 and 3 are conceptual in nature and are subject to further refinement during the architectural and civil engineering design phase (site plan) of the redevelopment project. The architectural elevations shall be further reviewed for approval by the Planning Board at the time of site plan application. While it is acknowledged that the Planning Board will ultimately review and approve final building material and design facade selections, substantial changes to the overall building layout and configuration are not contemplated. This includes the shape and layout of the building, and the location and design of the proposed retail space, residential units, and parking structure.
3. In order to create an aesthetically desirable overall effect a variety of building materials and colors shall be utilized in the construction of this project. All color and material selection shall be approved by the Planning Board as part of the site plan approval process.
4. All four (4) building elevations shall be constructed with the same building materials and to the same degree of architectural elements and design in accordance with Exhibits 1 and 3 of this Redevelopment Plan.
5. The building shall be designed to be attractive and inviting when viewed from all vehicular and pedestrian pathways within the Redevelopment Plan Area and from vantage points outside of the Redevelopment Plan Area.

6. The project shall include indoor and outdoor amenity areas in consistency with Section 3.2.E of this Redevelopment Plan. The layout, materials, design, and lighting of all amenity areas shall be detailed in the site plan submitted by the Redeveloper and shall be subject to Planning Board review and approval.
7. Decorative ornamental light fixtures shall be located along both sides of all pedestrian and automobile entrances. The size, color of the fixture, bulb type, and material are subject to approval by the Planning Board.

3.2.D Site Layout Concept Plan

Exhibits 1, 2 and 4 of this Redevelopment Plan represent a site layout concept plan for the Terrace II Redevelopment Project. These plans generally illustrate the building configuration, open space, amenities, unit count, bedroom distribution, and overall general layout of the development. The proposed project shall be substantially consistent with these plans, but is subject to further refinement during the site plan application before the Planning Board.

3.2.E Open Space and Amenities

At the time of site plan approval, the Redeveloper shall provide a detailed outline of the uses for the indoor and outdoor amenity areas in addition to including these areas on submitted site plans. The size, use, location, design, and materials of these amenity areas shall be substantially consistent with Exhibit 1 of this Redevelopment Plan and shall be subject to Planning Board approval.

The Redevelopment Plan Area shall include, but is not limited to, the following amenities as accessory uses:

1. A minimum of 650 square feet of outdoor amenity space serving the retail use on site shall be provided fronting Springfield Avenue.
2. A minimum of 2,400 square feet of indoor amenity space serving the residential use on site shall be provided in the inclusionary mixed-use building and may consist of a combination of the following: elevator lobby entrance, business office, gym, package/mail room, storage room, and/or club room. These indoor amenity spaces shall be distributed across multiple floors of the building.
3. A minimum of 4,100 square feet of outdoor amenity space serving the residential use shall be provided on site.
4. Trash and recycling facility areas shall be located on the site.
5. The location, design, landscaping, materials, and size of all proposed amenity areas shall be specified in the site plan submitted by the Redeveloper and shall be subject to review and approval by the Township Planning Board.

6. All indoor and outdoor amenity spaces in the Redevelopment Plan Area shall be maintained by the Developer.

3.2.F Redevelopment Area Phasing Plan

The phasing of the inclusionary mixed-use development as outlined in this Redevelopment Plan shall be further addressed in a signed Redevelopment Agreement. All streetscape improvements described in this Redevelopment Plan shall be completed prior to the issuance of the first certificate of occupancy for the inclusionary mixed-use development.

3.2.G Utilities

1. All new electric, telephone, television, cable, gas, and other utility service lines servicing the buildings shall be installed underground, to the extent such underground service is commercially reasonable, available and permitted by the applicable utility companies, and in all events, shall be installed in accordance with the prevailing standards and practices of the respective utility or other companies providing such services.
2. All utility connection permits and road opening permits shall be obtained from the respective utility authority prior to the start of construction. All municipal roadways damaged by the redevelopment of the site shall be restored and/or repaved as directed by the Township of Berkeley Heights Engineer.

3.2.H Electric Vehicle Parking

To further encourage the use of green building and sustainable techniques, the Department of Community Affairs published the Model Statewide Municipal Electric Vehicle (EV) Ordinance to comply with P.L. 2021, c. 171, which Governor Phil Murphy signed into law on July 9, 2021. The Model Statewide EV Ordinance outlines the requirements for 'Make-Ready' parking spaces and the designation of electric vehicle infrastructure as a permitted accessory use and permitted accessory structure. This Redevelopment Plan shall follow the requirements pursuant to the Model Statewide EV Ordinance which are substantiated by N.J.S.A. 40:55D-66.20 et seq. The requirements are summarized as follows:

As a condition of preliminary site plan approval, for each application involving a multiple dwelling with five or more units of dwelling space, which shall include a multiple dwelling that is a building held under a condominium or cooperative form of ownership, a mutual housing corporation, or a mixed-use development, the Redeveloper or owner, as applicable shall:

1. Prepare as Make-Ready parking spaces at least 15 percent of the required off street parking spaces and install electric vehicle supply equipment in at least one third of the 15 percent of Make-Ready parking spaces.
2. Within three years following the date of the issuance of the certificate of occupancy, install electric vehicle supply equipment in an additional one third of the original 15 percent of Make-Ready parking spaces.

3. Within six years following the date of the issuance of the certificate of occupancy, install electric vehicle supply equipment in the final one third of the original 15 percent of Make-Ready parking spaces.
4. Throughout the installation of electric vehicle supply equipment in the Make-ready parking spaces, at least five percent of the electric vehicle supply equipment shall be accessible for people with disabilities.

As a condition of preliminary site plan approval, each application involving a parking lot or garage not covered above shall:

1. Install at least one Make-Ready parking space if there will be 50 or fewer off-street parking spaces.
2. Install at least two Make-Ready parking spaces if there will be 51 to 75 off-street parking spaces.
3. Install at least three Make-Ready parking spaces if there will be 76 to 100 off-street parking spaces.
4. Install at least four Make-Ready parking spaces, at least one of which shall be accessible for people with disabilities, if there will be 101 to 150 off-street parking spaces.
5. Install at least four percent of the total parking spaces as Make-Ready parking spaces, at least five percent of which shall be accessible for people with disabilities, if there will be more than 150 off-street parking spaces.

The combined minimum off-street parking requirement for the residential use and retail use on the site takes into consideration N.J.S.A. 40:55D-66.20 et seq. and encompasses any potential reduction in parking spaces that may be granted from the mandatory provision of EV charging infrastructure. Therefore, no further reduction of the total number of parking spaces as required by this Redevelopment Plan shall be allowed as may be permitted under N.J.S.A. 40:55D-66.20 et seq. The Redeveloper shall be required to install the minimum number of Make-Ready parking spaces and EV charging stations in accordance with the N.J.S.A. 40:55D-66.20 et seq.

3.3 Provisions Related to Off-Site Improvements

3.3.A Streetscape and Landscaping Improvements

The project shall be developed in consistency with all planned streetscape improvements on Sherman Avenue to be provided by the Township. Subject to the terms of a Redevelopment Agreement, the Redeveloper shall provide streetscape improvements along the portion of the property fronting Springfield Avenue and the portion of the Sherman Avenue right-of-way fronted by the surface parking lot on Block 702, Lot 17.01 supporting the proposed development in the Redevelopment Plan Area. Streetscape improvements shall include, but are not limited to, ornamental street lights, hardwood/shade trees, brick paver sidewalks, brick paver crosswalks,

bicycle racks, trash receptacles, and benches per the Township's Downtown development standards. All streetscape improvements shall follow the standards in Part 19 Design Standards of the Township's Land Use Procedures Ordinance, unless specified otherwise in this Redevelopment Plan.

3.3.B Pedestrian Access and Circulation

The Redeveloper shall contribute to the construction and/or installation of traffic calming measures and enhanced pedestrian crossings along Springfield Avenue, including, but not limited to, a signaled HAWK pedestrian crossing across Springfield Avenue at the intersection of Springfield Avenue and Summit Avenue, subject to review and approval by the Planning Board Engineer, Township Council, and County of Union. The amount of the contribution by the Redeveloper shall be negotiated as part of the Redevelopment Agreement and/or Financial Agreement. All pedestrian linkages shall follow the standards in Part 19 Design Standards of the Township's Land Use Procedures Ordinance, unless specified otherwise in this Redevelopment Plan.

3.3.C Traffic Study and Related Improvements

The Redeveloper shall provide a traffic study for the proposed residential development on the site at the time of the site plan hearing before the Planning Board that shall address the traffic impact of the proposed development on the Township's traffic circulation and roadways, as well as access to the site in accordance with the Township's Land Use Procedures Ordinance, Residential Site Improvement Standards ("RSIS"), and NJDOT regulations.

3.4 Provisions Related to Affordable Housing

Pending the approval by the Superior Court of New Jersey, Union County and the Special Adjudicator for the Fourth Round of affordable housing, the following terms regarding the provision of affordable housing for residential development in the Redevelopment Plan Area shall be adhered to:

1. As part of the Township's compliance with its Fourth Round affordable housing obligations and satisfaction of its Third Round RDP, and as detailed in the Township's adopted Fourth Round Housing Element and Fair Share Plan subject to Court approval, a minimum of 20% (or 7 units) of the 33 multifamily rental units provided by inclusionary mixed-use development in the Terrace II Redevelopment Plan Area shall be deed restricted as very low, low and moderate income affordable family rental units. All of the affordable units in the Redevelopment Plan Area shall comply with all UHAC regulations, the Fair Housing Act, the pending approval of the Township's Fourth Round Housing Element and Fair Share Plan, the Township's Affordable Housing Ordinance, any applicable orders of the Court, and other applicable laws.
2. **Deed Restriction Period:** The Redeveloper shall have an obligation to deed restrict the affordable units in the inclusionary mixed-use development as very low, low or moderate income affordable units for a period of at least forty (40) years from the date of the initial occupancy of each affordable unit (the "Deed-Restriction Period") until the Township of Berkeley Heights takes action to release the controls on affordability, so that the Township may count each affordable unit against its obligation

to provide family rental affordable housing. The Parties agree that the affordability controls shall not expire until such time at least forty (40) years from the date of initial occupancy, that the Township must take action to release the controls on affordability, and thereafter the affordability controls shall continue in effect until the date on which the individual affordable rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than 80 percent of the applicable median income. If, at any time after the release of the affordability controls by the Township, a rental household's income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire on the later of either the next scheduled lease renewal or sixty (60) days. The term "family rental" in this Redevelopment Plan means rental units that are not age-restricted (see N.J.A.C. 5:80-26.12(b)).

3. **Deed Restriction:** The Redeveloper shall execute and record a Deed Restriction for the affordable units before the first Certificate of Occupancy is issued for the development. The Deed Restriction will be recorded in the Union County Clerk's office.
4. **Income Distribution Requirements:** The income distribution (very low, low, and moderate income) of all affordable units shall be subject to the UHAC regulations and shall be approved by the Superior Court of Union County and the Special Adjudicator.
5. **Bedroom Mix:** The bedroom mix (minimum/maximum number of one-bedroom units, two-bedroom units, and three-bedroom units) of all affordable units shall be subject to the UHAC regulations and shall be approved by the Superior Court of Union County and the Special Adjudicator.
6. **Other Affordable Housing Unit Requirements:** The Redeveloper will also comply with all of the other requirements of UHAC and the Township's Affordable Housing Ordinance, including, but not limited to, (1) affirmative marketing requirements, (2) candidate qualification screening requirements, (3) integrating the affordable units amongst the market rate units, and (4) unit phasing requirements. The Redeveloper shall reasonably disperse the affordable units within the proposed inclusionary multifamily residential building on the property, and shall provide the exact location of each affordable unit at the time of site plan application, which shall be subject to review and approval by the Township's planner and the Special Adjudicator.
7. **Administrative Agent:** The Redeveloper shall contract with a qualified and experienced third party administrative agent, which may be the Township's administrative agent (the "Administrative Agent") for the administration of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with the Deed-Restriction Period per this Redevelopment Plan. The Redeveloper and its Administrative Agent shall work with the Township and the Township's Administrative Agent, should the Redeveloper's and the Township's Administrative Agent not be one in the same, regarding any affordable housing monitoring requirements imposed by the Fair Housing Act or the Court. The Redeveloper shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the Township or the Township's Administrative Agent, should the Redeveloper's and the Township's Administrative Agent not be one

and the same, concerning the Redeveloper's compliance with UHAC, the Fair Housing Act, the Township's Affordable Housing Ordinance, all applicable Court orders, and all other applicable laws.

8. **Inclusion Of Affordable Units In The Township's Affordable Housing Plan:** The Parties agree that all of the affordable units in the inclusionary mixed-use development in the Terrace II Redevelopment Plan Area are included in the Township's Fourth Round Housing Element and Fair Share Plan, subject to Court approval, and that the affordable housing credits generated by this development will be applied against the Township's Third Round Prospective Need obligation.
9. **Compliance.** Upon written notice, the Redeveloper shall provide detailed information requested by the Township, or the Township's Administrative Agent, within 30 days concerning compliance with UHAC and all other applicable laws.

3.5 Green Building and Sustainability

The use of green building technologies is required to be incorporated into the project design. Green building (also known as green construction or sustainable building) is the practice of creating structures and using processes that are environmentally responsible and resource-efficient throughout a building's life-cycle: from siting to design, construction, operation, maintenance, renovation, and demolition. Development in this Redevelopment Area is encouraged to be designed, constructed, and operated to meet the criteria for a LEED-certified rating by the U.S. Green Buildings Council. Green building design offers the advantages of reduced energy and operating costs while at the same time using less materials. Building design should consider incorporating the following:

1. Solar panels, green roofs, storm water recharging systems and solar powered lighting are some methods that could be used to increase resource efficiency.
2. Implement green roof planting on flat roofing of multi-story buildings or light color for roof surfaces.
3. The use of high efficiency fixtures can reduce energy consumption.
4. The specification of building products with recycled content that are manufactured regionally.
5. The specification of ENERGY STAR appliances to help reduce energy consumption.
6. Operable windows should be provided for all buildings.

3.6 Redevelopment Actions

3.6.A Demolition

The Redevelopment Plan will involve the demolition of the existing improvements in the Redevelopment Plan Area, which include a single-family home, office building, and associated

surface parking. As a part of the demolition, all remains from the foundations of prior structures shall be removed. Any encroachments shall be removed from the site, inclusive of any foundations or concrete pads. It is the responsibility of the Redeveloper to remove all debris, including crushed concrete and garbage from the site, regardless of whether the debris was on the site prior to the start date of the project. The reuse of crushed concrete or other materials may be acceptable and shall be addressed as part of the site plan approval.

3.6.B New Construction

The Redevelopment Plan will involve the new construction of one (1) inclusionary mixed-use building consisting of a minimum of 1,500 square feet of retail space fronting Springfield Avenue, and a maximum of thirty three (33) multifamily residential rental units, inclusive of a minimum on-site family rental affordable housing set-aside of 20% (or 7 affordable units). The development shall include a minimum of 650 square feet of outdoor amenity space serving the retail use on site, a minimum of 2,400 square feet of indoor amenity space serving the residential use on site, and a minimum of 4,100 square feet of outdoor amenity space serving the residential use on site. The development will be supported with one enclosed on-site parking structure and dedicated off-site surface parking as further specified in this Redevelopment Plan.

3.6.C Properties to be Acquired

This Redevelopment Plan will not involve the taking of any privately owned property.

3.6.D Relocation

No residents will need to be relocated to complete this Redevelopment Plan.

SECTION 4. RELATIONSHIP TO THE LAND USE AND ZONING ORDINANCE

4.1 Berkeley Heights Zoning Code and Map Amendment

All of the provisions of this Redevelopment Plan shall supersede the applicable zoning and development regulations of the Township's ordinances, as and where indicated, for the Redevelopment Plan Area. Final adoption of this Redevelopment Plan by the Township Council shall be considered an amendment of the Township of Berkeley Heights Zoning Map. In the event of any inconsistencies between the provisions of this Redevelopment Plan and any prior ordinance of the Township of Berkeley Heights, the provisions hereof shall be determined to govern.

SECTION 5. RELATIONSHIP TO OTHER PLANS

5.1 Plans of Adjacent Municipalities

The Redevelopment Plan Area is located in the central/northern part of Berkeley Heights Township along Springfield Avenue and Sherman Avenue. The surrounding municipalities include: the Borough of New Providence, Long Hill Township, Chatham Township, Borough of Watchung, Warren Township, Mountainside Borough, Summit City, and Scotch Plains Township.

i. Borough of New Providence

The Borough of New Providence is located northeast of Berkeley Heights and is connected via Springfield Avenue. Springfield Avenue is largely residential when first entering New Providence. The road continues past Jaycees Park, New Providence High School, and the corresponding sports/recreational fields. Springfield Avenue follows through a business district that includes a mix of small shops, restaurants, a gas station, and the New Providence Municipal Building. New Providence may be marginally affected by traffic generated by new development along Springfield Avenue pursuant to this Redevelopment Plan.

ii. Township of Long Hill

The Township of Long Hill is located northwest of Berkeley Heights and is connected via Springfield Avenue. Springfield Avenue turns into Valley Road upon entering the Village of Gillette, which is a district of Long Hill Township. Valley Road is largely a residential area, but commercial uses along it include a restaurant and an inn. Along Valley Road, there is an elementary school for the Village of Gillette. Just past the school lies Riverside Park, the Long Hill Township Municipal Center, and a mix of shops and restaurants. Therefore, the Redevelopment Plan has the potential for a small traffic impact on the Township of Long Hill because of the new development in the vicinity of the shared road, Springfield Avenue.

iii. Chatham Township

Chatham Township is located directly north of Berkeley Heights and is connected via Snyder Ave, which turns into Bridge Ave as you enter Chatham. Only the very southern tip of Chatham touches Berkeley Heights, which is Passaic River Park that traverses between the two towns. Chatham will not be significantly affected by the Terrace II Redevelopment Plan.

iv. Borough of Watchung

The Borough of Watchung is located along most of the southwest portion of Berkeley Heights. Plainfield Ave runs north to south and continues from the southern portion of Berkeley Heights into Watchung. The northwestern portion of Watchung stretches along I-78, which bisects the two municipalities and buffers residential development on either side of the expressway. The northeastern portion of Watchung that touches Berkeley Heights is adjacent to the Connell Company Corporate Campus and is separated by Valley Road. Watchung will not be affected by the Terrace II Redevelopment Plan.

v. Warren Township

Warren Township is located along the westernmost portion of Berkeley Heights, and is connected via Emerson Lane to the south and Mountain Ave to the north. Mountain Ave splits as it enters into Warren and continues south as Mountain Ave, and briefly turns into Hillcrest Rd until it reaches Long Hill. Warren will not be affected by the Terrace II Redevelopment Plan.

vi. Mountainside Borough

Mountainside Borough is located along the southeast portion of Berkeley Heights and is connected only by the Watchung Reservation. Mountainside will not be affected by the Terrace II Redevelopment Plan.

vii. Summit City

Summit City is located along the easternmost tip of Berkeley Heights and is mainly connected via I-78 and the Watchung Reservation. Governor Livingston High School, and its associated athletics fields, is located in Berkeley Heights, but it sits on the border between Summit and Berkeley Heights. Summit will not be affected by the Redevelopment Plan.

viii. Scotch Plains Township

Scotch Plains Township is located to the south of Berkeley Heights and is connected by the Watchung Reservation and Valley Road, which becomes Sky Top Drive as it enters the Reservation. Scotch Plains will not be affected by the Redevelopment Plan.

5.2 Union County Master Plan

Pursuant to the 1998 Union County Master Plan, "The Union County Master Plan has a variety of planning goals and objectives designed to address major issues and influences that impact Union County's housing, land use, transportation/circulation and economic development. The County goals and objectives recognize the interrelationships of related policies of municipalities, regional agencies and the State regarding the future development of Union County."⁴

The Union County Master Plan sets guidelines for the municipalities of Union County and aims to spur economic growth through commercial, residential and transportation development. The Union County Master Plan promotes development and redevelopment consistent with surrounding areas while revitalizing "older suburban areas through...commercial adaptive reuse...upgrading of community infrastructure, and upgrading transportation and transit facilities."⁵

The Terrace II Redevelopment Plan is consistent with the Union County Master Plan, in that it aims to promote redevelopment of aging and nonconforming properties in the Township's downtown into a mixed-use project that will provide valuable retail to the Township's urban core and contribute appropriately sited affordable housing units towards the Township's compliance with its Fourth Round affordable housing obligation and satisfaction of its Third Round RDP.

5.3 New Jersey State Development and Redevelopment Plan

In 2001, the New Jersey State Planning Commission adopted The New Jersey State Development and Redevelopment Plan ("SDRP"). A Final Draft of the State Development and Redevelopment Plan was reissued in 2010. The State Planning Act contains three key provisions that mandate the approaches the SDRP must use in achieving State Planning Goals. The SDRP must encourage

⁴ Union County Master Plan: June 1998 featured in 2007 Berkeley Heights Master Plan, Michael Mistretta of Harbor Consultants, Inc., 76.

⁵ Union County Master Plan: June 1998, 1-3 – 1-4.

development, redevelopment and economic growth in locations that are well situated with respect to present or anticipated public services or facilities and to discourage development where it may impair or destroy natural resources or environmental qualities; reduce sprawl; and promote development and redevelopment in a manner consistent with sound planning and where infrastructure can be provided at private expense or with reasonable expenditures of public funds (N.J.S.A. 52:18A-196. et seq.).

The general SDRP strategy is to achieve all the State Planning Goals by coordinating public and private actions to guide future growth into compact, ecologically designed forms of development and redevelopment, and to protect the Environs, consistent with the Statewide Policies and the State Plan Policy Map.

The New Jersey State Plan Policy Map integrates the two critical spatial concepts of the State Plan—Planning Areas, and Center and Environs—and provides the framework for implementing the Goals and Statewide Policies. Each Planning Area has specific intentions and Policy Objectives that guide the application of the Statewide Policies. The Policy Objectives ensure that the Planning Areas guide the development of Centers and protect the Environs. Applying the Statewide Policies through the State Plan Policy Map will achieve the goals of the State Planning Act.

According to the SDRP, the Redevelopment Plan Area is located in the Metropolitan Planning Area, PA1. The intention of the PA1 is to “provide for much of the state’s future redevelopment; revitalize cities and towns; promote growth in compact forms; stabilize older suburbs; redesign areas of sprawl; and protect the character of existing stable communities.”⁶ As the name implies, the communities in this Planning Area often have strong ties to, or are influenced by, major metropolitan centers—the New York/Newark/Jersey City metropolitan region in the northeastern counties. The investment in passenger rail service in the Metropolitan Planning Area is represented by over 130 stations on eleven (11) heavy rail lines, two (2) rapid transit lines, two (2) light rail lines, and one (1) subway line.

Over the years, both the public and private sectors have made enormous investments in building and maintaining a wide range of facilities and services to support these communities. The massive public investment is reflected in thousands of miles of streets, trade schools and colleges, libraries, theaters, office buildings, parks and plazas, transit terminals and airports. Most of these communities are fully developed, or almost fully developed, with little vacant land available for new development. Much of the change in land uses, therefore, will take the form of redevelopment. These communities have many things in common: mature settlement patterns resulting in a diminished supply of vacant land; infrastructure systems that generally are beyond or approaching their reasonable life expectancy; the need to rehabilitate housing to meet ever changing market standards; the recognition that redevelopment is, or will be in the not-too-distant future, the predominant form of growth; and a growing realization of the need to regionalize an increasing number of services and systems in light of growing fiscal restraints. In addition, the wide and often affordable choice of housing in proximity to New York and Philadelphia has attracted significant immigration, resulting in noticeable changes in demographic characteristics over time.

On December 4, 2024, the State Planning Commission approved an updated Preliminary SDRP. Per the Preliminary SDRP, the Township remains in Metropolitan Planning Area (PA1). The

⁶ State Development and Redevelopment Plan, New Jersey State Planning Commission, adopted March 1, 2001, page 190.

Preliminary SDRP provides that the intent of the Metropolitan Planning Area is to "provide for much of the state's future growth in compact development and redevelopment; revitalize cities, towns and neighborhoods, and in particular overburdened neighborhoods; address existing legacy issues such as air pollution, urban heat islands, lead contamination, Brownfields, urban highways, and combined sewer systems; prevent displacement and gentrification; promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms; rebalance urbanization with natural systems; promote increased biodiversity and habitat restoration; stabilize and enhance older inner ring suburbs; redesign and revitalize auto oriented areas; protect and enhance the character of existing stable communities." Given that the final updated SDRP is not expected to be adopted until late Fall 2025, the consistency of this Redevelopment Plan with the SDRP is evaluated based on the 2001 SDRP.

Redevelopment has been used as a primary tool for housing development in Berkeley Heights over the last decade, which is reflected in the inclusionary projects completed during the Third Round and is a core objective of the existing SDRP and Preliminary SDRP for PA1. Since 2020, over 755 residential units have been completed through the implementation of inclusionary redevelopment projects stimulated by the Township's Third Round HEFSP. The Township particularly has prioritized redevelopment efforts in its downtown and along the Springfield Avenue corridor, which has brought an influx of residential development to the Township's urban core, improved walkability and infrastructure, and leveraged access to the Township's rail station. By concentrating higher-density development in the Township's downtown, and simultaneously orienting development around an existing transit hub within the Township, Berkeley Heights is providing for its future growth in "compact" form as envisioned by the SDRP. The Township is continuing to promote redevelopment as a tool for the provision of affordable housing units as part of its compliance with its Fourth Round affordable housing obligations. This is evidenced by the preparation of this Redevelopment Plan to retroactively provide seven (7) affordable units towards the Township's satisfaction of its Third Round prospective need obligation in accordance with the Township's adopted Fourth Round Housing Element and Fair Share Plan. Additionally, the Redevelopment Plan Area is located within the Township's downtown and is located within 0.5 miles of the Berkeley Heights train station, further emphasizing the SDRP's goal of compact redevelopment focused on urban centers. Given these conditions, this Redevelopment Plan is consistent with and will reinforce the goals and objectives of the State Development and Redevelopment Plan.

SECTION 6. GENERAL PROVISIONS

6.1 Role of the Township of Berkeley Heights

6.1.A Redeveloper Selection

In order to ensure that the vision of the Terrace II Redevelopment Plan will be successfully implemented in an effective, comprehensive, and timely way, and in order to promptly achieve the public purpose goals of the Redevelopment Plan, the Township Council, would first need to designate Lockhern Property II, LLC, or its affiliate, as the Redeveloper for this Plan. Lockhern Property II, LLC, or its affiliate, would then be required to execute a Redevelopment Agreement satisfactory to and authorized by the Township Council.

6.1.B PILOT Agreement

The Township Council may approve a long term tax exemption pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., for a redevelopment project on the properties commonly known as 458 Springfield Avenue and 230 Sherman Avenue and identified as Block 702, Lots 4 and 6 on the Township tax maps.

6.2 Approvals Process

This Redevelopment Plan changes the process by which approvals for the development of land are typically granted. For a typical development application, a property owner submits plans and an application to the Planning Board or Zoning Board of Adjustment, and the Board schedules a hearing on the application. However, in order to comply with this Redevelopment Plan and to streamline the review process, the following procedure will be followed:

6.2.A Township Council Review

The Township Council, acting as the Redevelopment Entity, shall review the proposed project within the Redevelopment Plan Area to ensure that such project is consistent with the Redevelopment Plan and relevant affordable housing compliance laws and regulations and the Redevelopment Agreement. Such review shall occur prior to the submission of the redevelopment project to the Planning Board. As part of its review, the Township Council may require the redeveloper(s) to submit the proposed site plan applications to the Township Council or to a subcommittee organized by the Township Council prior to the submission of such applications to the Planning Board. Such subcommittee may include members of the Township Council and any other members and/or professionals as determined necessary and appropriate by the Township Council. Such subcommittee shall make its recommendations to the Mayor and Council.

In undertaking its review, the Township Council shall determine whether the proposal is consistent with this Redevelopment Plan and relevant affordable housing compliance laws and regulations and Redevelopment Agreement(s). In addition, the review may address the site and building design elements of the project to ensure that the project adequately addresses the goals and objectives of this Redevelopment Plan.

6.2.B Planning Board Review Process

All development applications shall be submitted to the Township of Berkeley Heights Planning Board through the normal site plan and subdivision procedures as outlined in N.J.S.A. 40:55D-1 et seq. The Planning Board shall deem any application for redevelopment for any property subject to this Redevelopment Plan incomplete if the applicant has not been designated by the Township Council as a redeveloper(s) and the project plan has not been reviewed and has not received approval stating that the application is consistent with the Redevelopment Plan and Redevelopment Agreement from the Township Council or any committee that it may designate for such purpose.

6.2.C Variances & Design Waivers

Neither the Planning Board nor the Zoning Board of Adjustment shall grant any deviations from the terms and requirements of this Redevelopment Plan, that would involve the granting of any “d”

variances. Unless otherwise specified in this Plan, any proposed changes to the Redevelopment Plan shall be in the form of an amendment to the Redevelopment Plan adopted by the Township Council in accordance with the procedures set forth in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

Nothing shall prevent the Redeveloper from applying for a waiver or bulk variance from any standard imposed by the Redevelopment Plan and/or the Township's Land Use and Development Ordinance as applicable, and the standards set forth in the MLUL and/or the Redevelopment Law, as applicable, shall determine if the Redeveloper is entitled to this relief or from seeking a waiver or de minimus exception to any standard or requirement of the Residential Site Improvement Standards under the applicable regulations. Notwithstanding the above, the Township Council and Planning Board are under no contractual obligation to grant or approve any request for a variance, waiver or de minimus exception.

The Planning Board may waive specific bulk, parking, sustainability, or design requirements if specifically authorized to do so by the Mayor and Township Council, provided the Redeveloper demonstrates that such waiver or variance is necessary for the feasibility of the project, will not substantially impair the goals and objectives of the Redevelopment Plan (particularly how it is related to meeting state, federal, or environmental permit requirements), and will not present any detriment to the public health, safety and welfare.

6.3 Easements

All existing easements or agreements on-site or off-site that may impact the project shall be documented (mapped) as a requirement of this Redevelopment Plan. Any modification or alteration to any easement or agreement or right-of-way shall require the notification and approval of all involved parties. Each Party shall grant to the other the temporary and permanent easements which are necessary for access and for the proper functioning of utility and drainage systems, for access and parking, and for roadway access, and as are otherwise necessary to facilitate construction and operation of the redevelopment project as contemplated by the approvals. No building shall be constructed over a public easement in the Redevelopment Plan Area without prior written approval of the Township Council.

6.4 Site Plan Review

6.4.A Site Plan and Subdivision Review

Site plans should be submitted to the Township Council (as redevelopment entity) for approval prior to review and approval by the Planning Board. Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements within the Redevelopment Plan Area, prepared in accordance with the requirements of the Municipal Land Use Law ("MLUL") (N.J.S.A. 40:55D-1 et seq.), shall be submitted by the applicants for review and approval by the Township Planning Board.

6.4.B Approvals by Other Agencies

The Redeveloper shall be required to provide the Township with copies of all permit applications made to federal, state and county agencies upon filing such applications, as will be required by the Redevelopment Agreement to be executed between the Redeveloper and the Township.

6.4.C. Certificate of Completion

Upon the inspection, verification and approval by the Township Council that the redevelopment of a parcel subject to a Redevelopment Agreement has been completed, a Certificate of Completion will be issued to the Redeveloper and such parcel will be deemed no longer in need of redevelopment.

6.4.D Severability

The provisions of this Redevelopment Plan are subject to approval by Ordinance. If a Court of competent jurisdiction finds any word, phrase, clause, section, or provision of this Redevelopment Plan to be invalid, illegal, or unconstitutional, the word, phrase, clause, section, or provision shall be deemed severable, and the remainder of the Redevelopment Plan and implementing Ordinance shall remain in full force and effect.

6.4.E. Adverse Influences

No use or reuse shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

6.4.F Non-Discrimination Provisions

No covenant, lease, conveyance or other instrument shall be affected or executed by the Township Council or by a Redeveloper or any of his successors or assignees, whereby land within the Redevelopment Plan Area is restricted by the Township Council, or the developer, upon the basis of race, creed, color, national origin, age, religion, ancestry, physical handicap, sexual orientation, gender, affectional preference, marital status, or familial status in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments. There shall be no restrictions of occupancy or use of any part of the Redevelopment Plan Area on the basis of race, creed, color or national origin.

6.4.G Infrastructure and Public Improvements

The Redeveloper, at the Redeveloper's sole cost and expense, shall provide all necessary engineering studies for, and construct or install all on- and off-site municipal infrastructure improvements and capacity enhancements or upgrades required in connection with the provision of water, sanitary sewer, and stormwater sewer service to the project, inclusive of stormwater management improvements on the parking lot located at Block 702, Lot 17.01, in addition to all required tie-in or connection fees. The Redeveloper shall also be responsible for providing, at the Redeveloper's cost and expense, all sidewalks, curbs, streetscape improvements (street trees and

other landscaping), street lighting, and on- and off-site traffic controls and road improvements for the project or as required as a result of the impacts of the project. The Redevelopment Agreement between the Township and the Redeveloper will contain the terms, conditions, specifications, and a description of required performance guarantees (such as performance bonds or other acceptable performance security) pertaining to Redeveloper's obligation to provide the infrastructure and improvements required for the project.

6.4.H Duration of the Plan

The provisions of this Plan specifying the redevelopment of the Redevelopment Plan Area and the requirements and restrictions with respect thereto shall be in effect for a period of 30 years from the date of approval of this Redevelopment Plan by the Township Council.

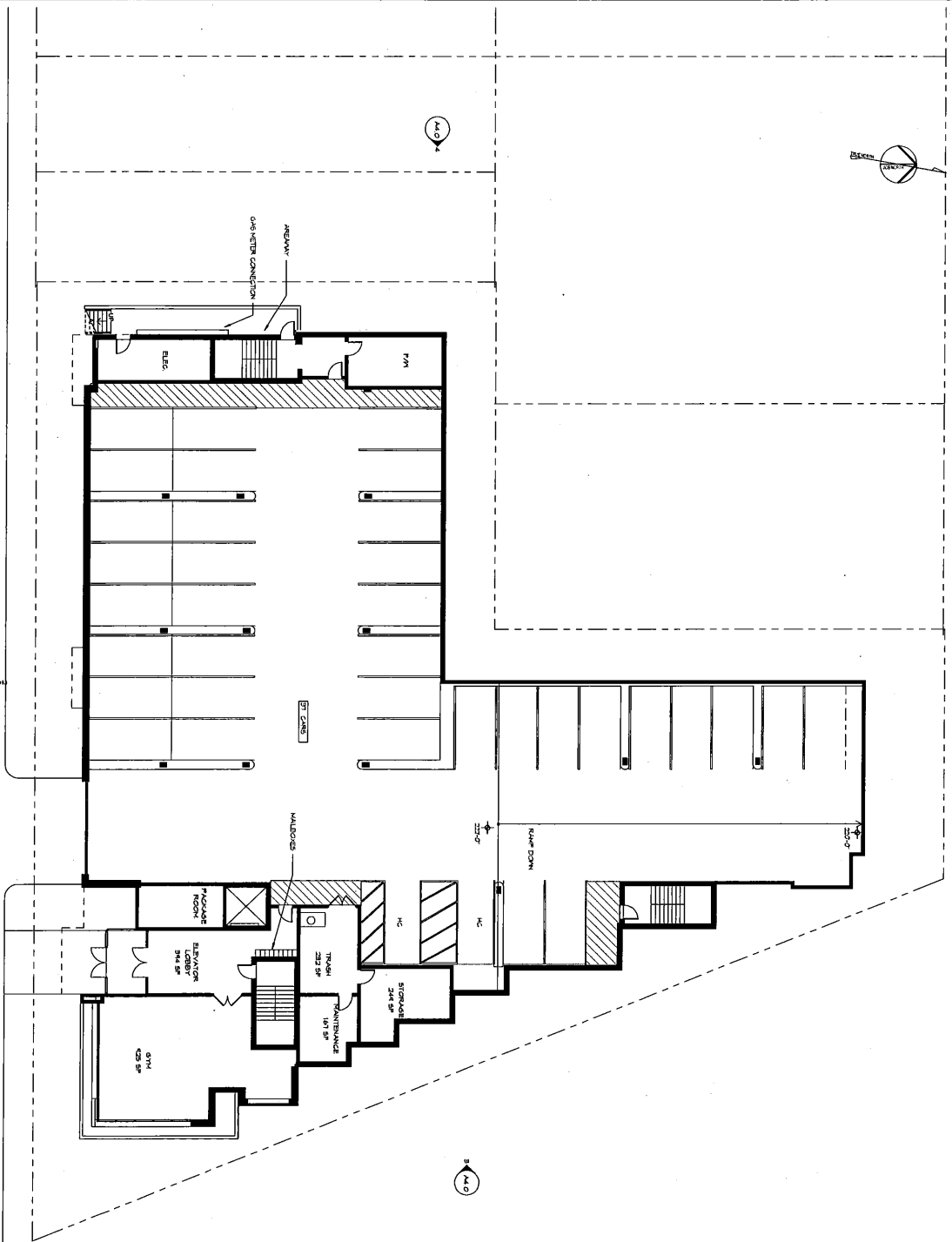
6.4.I Procedure for Amending the Approved Plan

The Township Council, at its sole discretion, may amend the Redevelopment Plan from time to time upon compliance with the requirements of state law.

- i. All of the provisions of this Redevelopment Plan shall supersede the applicable development regulations of the Township's ordinances, as and where indicated, for the Redevelopment Plan Area.
- ii. If any article, section, subsection, sentence, clause or phrase of this Redevelopment Plan is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Redevelopment Plan and they shall remain in full force and effect.
- iii. In the event of any inconsistencies between the provisions of this Redevelopment Plan and any prior ordinance of the Township of Berkeley Heights, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the Township are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 7. EXHIBITS

EXHIBIT 1



ANDRITY SPACES	
NAME	AGE

00 GRAND FLOOR	
GYM	425 SF
MAINTENANCE	167 SF
ELEVATOR LOBBY	544 SF
	1486 SF
01 FIRST FLOOR	
RETAIL	1206 SF
	1206 SF
02 THIRD FLOOR	
CLUB ROOM	448 SF
	448 SF
Grand Total	
	2906 SF

OUTDOOR AMENITY AREAS	
Level	Area
01 FIRST FLOOR	657 SF
03 THIRD FLOOR	4,126 SF
Grand Total:	4,783 SF

NO.	REVISION	DATE
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GROUND FLOOR PLAN

PROPOSED MULTIFAMILY RESIDENTIAL
TERRACE 2
230 SHERMAN AVE. BERKELEY HEIGHTS,
NJ 07922



Rotwein+Blake
18 Maryland Road, Suite B, Longmont, CO 80501
PH: 872.246.5733 FAX: 872.246.8768
www.rotwein+blake.com E-Mail: info@rotwein+blake.com

PROJECT NO.	202305.00		DRAWING NO.	A1.1
	CHECKED	DATE		
	LB	3/22 = 1'-0"		

SPRINGFIELD AVE.



01 FIRST FLOOR
SCALE: 3/32" = 1'-0"

UNIT COUNT BY TYPE		
NAME	COUNT	
1 BR	1	
A1	1	
1 BR + DEN	1	
A4	1	
1 BR COAH	1	
A2	1	
A3	1	
1 BR DEN	1	
A1	2	
A2	2	
A3	2	
A4	1	
2 BR	2	
B3	2	
B4	1	
B5	1	
B6	1	
B7	1	
B8	1	
B9	1	
B10	1	
B11	1	
2 BR COAH	1	
B2	1	
B12	1	
2 BR DEN	1	
B1	2	
B2	2	
B3	2	
B4	2	
B5	2	
3 BR COAH	1	
C1	1	
TOTAL UNITS: 33		

UNIT COUNT BY FLOOR		
FLOOR	TYPE	COUNT
01 FIRST FLOOR	1 BR	1
01 FIRST FLOOR	1 BR COAH	1
01 FIRST FLOOR	1 BR DEN	1
01 FIRST FLOOR	2 BR	1
01 FIRST FLOOR	2 BR COAH	1
01 FIRST FLOOR	2 BR DEN	1
01 FIRST FLOOR	3 BR	1
01 FIRST FLOOR	3 BR COAH	1
02 SECOND FLOOR	1 BR	1
02 SECOND FLOOR	1 BR COAH	1
02 SECOND FLOOR	1 BR DEN	1
02 SECOND FLOOR	2 BR	1
02 SECOND FLOOR	2 BR COAH	1
02 SECOND FLOOR	2 BR DEN	1
02 SECOND FLOOR	3 BR	1
02 SECOND FLOOR	3 BR COAH	1
02 SECOND FLOOR	3 BR DEN	1
03 THIRD FLOOR	1 BR	1
03 THIRD FLOOR	1 BR COAH	1
03 THIRD FLOOR	1 BR DEN	1
03 THIRD FLOOR	2 BR	1
03 THIRD FLOOR	2 BR COAH	1
03 THIRD FLOOR	2 BR DEN	1
03 THIRD FLOOR	3 BR	1
03 THIRD FLOOR	3 BR COAH	1
03 THIRD FLOOR	3 BR DEN	1
TOTAL UNITS: 33		

AMENITY SPACES		
NAME	AREA	
02 GARAGE FLOOR	1425 SF	
02M	1425 SF	
MAINTENANCE	141 SF	
ELEVATOR LOBBY	1541 SF	
01 FIRST FLOOR	1456 SF	
RETAIL	1506 SF	
02 THIRD FLOOR	1506 SF	
CLUB ROOM	1443 SF	
03 THIRD FLOOR	1443 SF	
Grand Total	3758 SF	

OUTDOOR AMENITY AREAS		
LEVEL	AREA	
01 FIRST FLOOR	1451 SF	
02 THIRD FLOOR	1412 SF	
Grand Total	4163 SF	

NO.	REVISION	DATE
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FIRST FLOOR PLAN
PROPOSED MULTIFAMILY RESIDENTIAL
TERRACE 2
230 SHERMAN AVE, BERKELEY HEIGHTS, NJ 07922

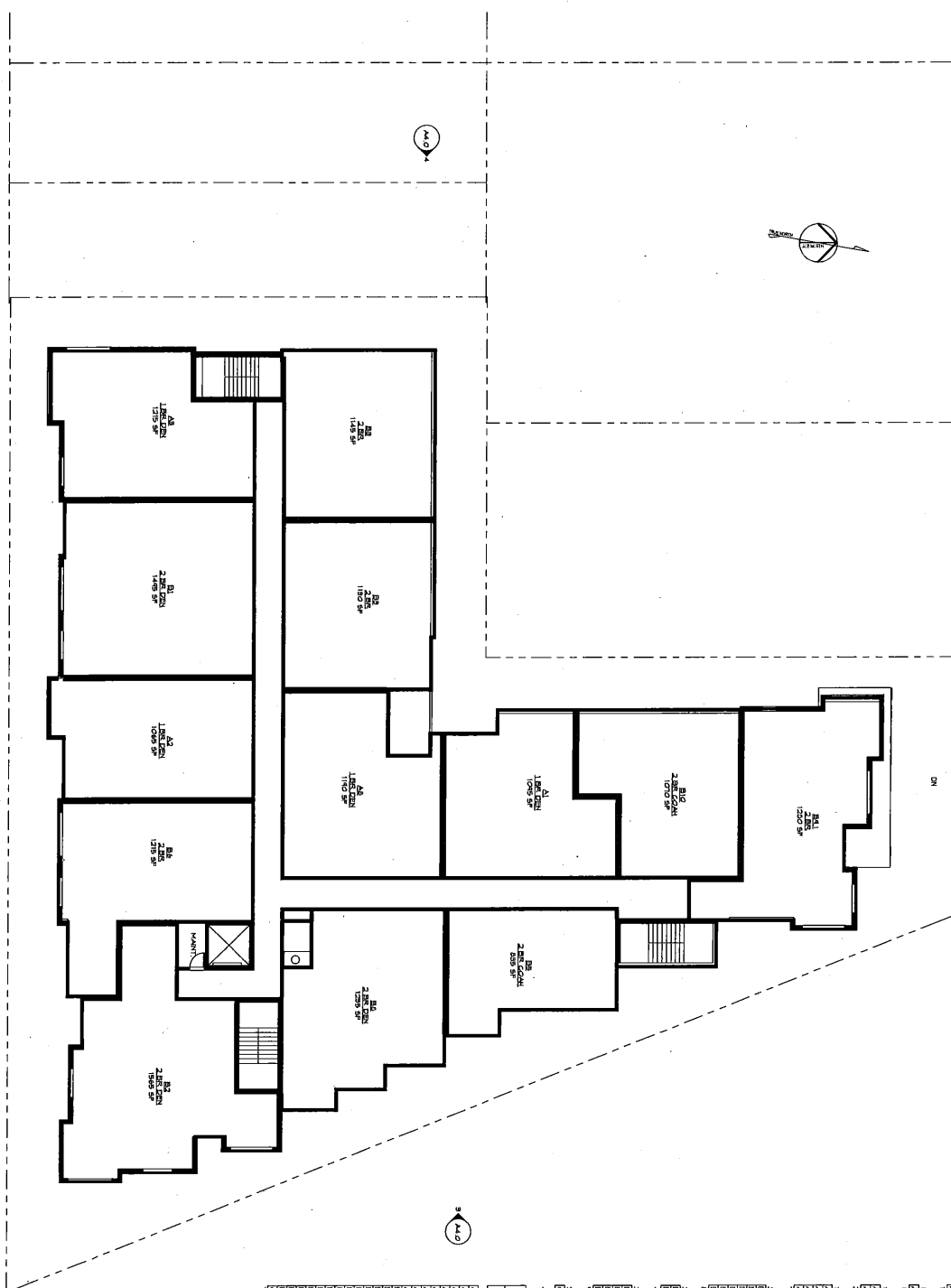
Rotwein+Blake
18 Middle Road, Suite 200, Berkeley Heights, NJ 07922
PH: 973.741.9775 FAX: 973.741.9771
www.rotweinblake.com EMAIL: info@rotweinblake.com

202305.00	OR	5-9-2023	
PROJECT NO.	DRAWN BY	DATE	
	LB	3/32" = 1'-0"	
	CHECKED	SCALE	
			A1.2
			DRAWING NO.

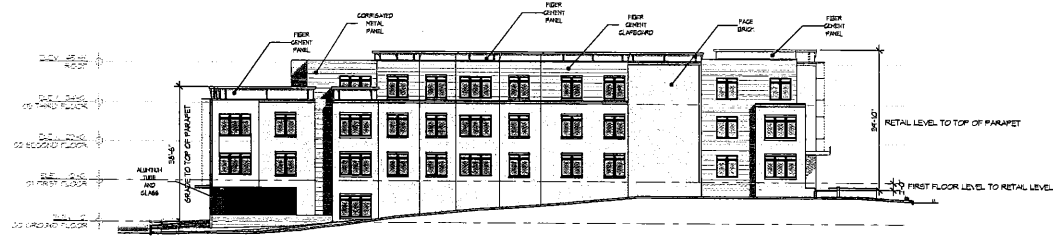
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02 SECOND FLOOR

SCALE: 1/8" = 1'-0"



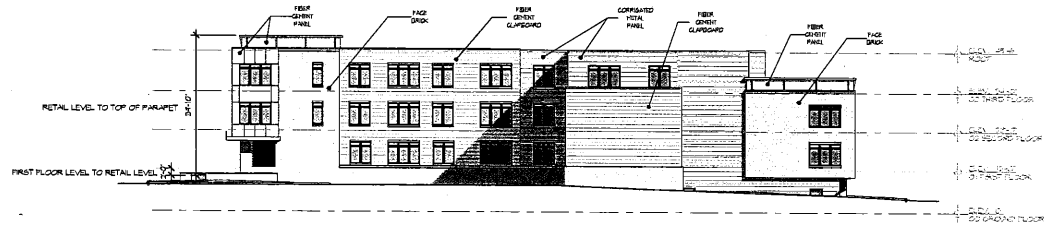
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EAST ELEVATION

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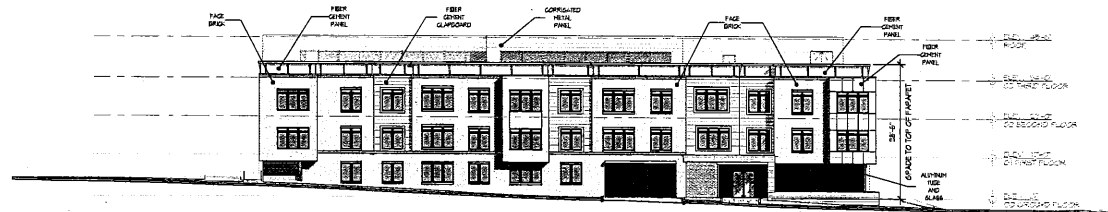
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A4.1



WEST ELEVATION

SCALE: 1/16" = 1'-0"

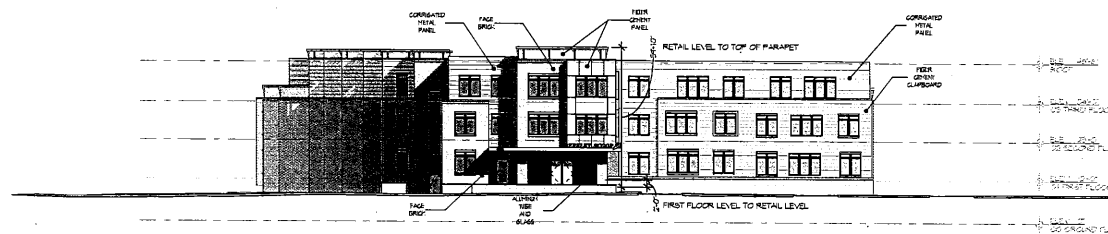
4
A4.1



SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

5
A4.1



NORTH ELEVATION

SCALE: 1/16" = 1'-0"

6
A4.1


NO.	REVISION	DATE
ELEVATIONS		
PROPOSED MULTIFAMILY RESIDENTIAL		
TERRACE 2		
230 SHERMAN AVE, BERKELEY HEIGHTS, NJ 07922		
 Rotwein+Blake <small>18 Montford Place, Suite 200, Cambridge, NJ 07005 TEL 973.746.8710 FAX 973.746.8711 WWW.RB-WORK.COM E-MAIL: RBL@RB-WORK.COM</small>		
202305.00	DRAWN BY	DATE
PROJECT NO.	DWB	1/16" = 1'-0"
	CHECKED	SCALE
		A4.0
		DRAWING NO.

EXHIBIT 2

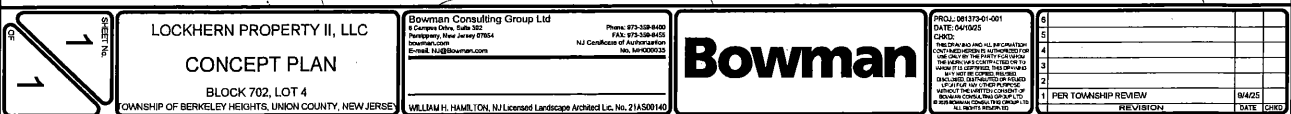


EXHIBIT 3



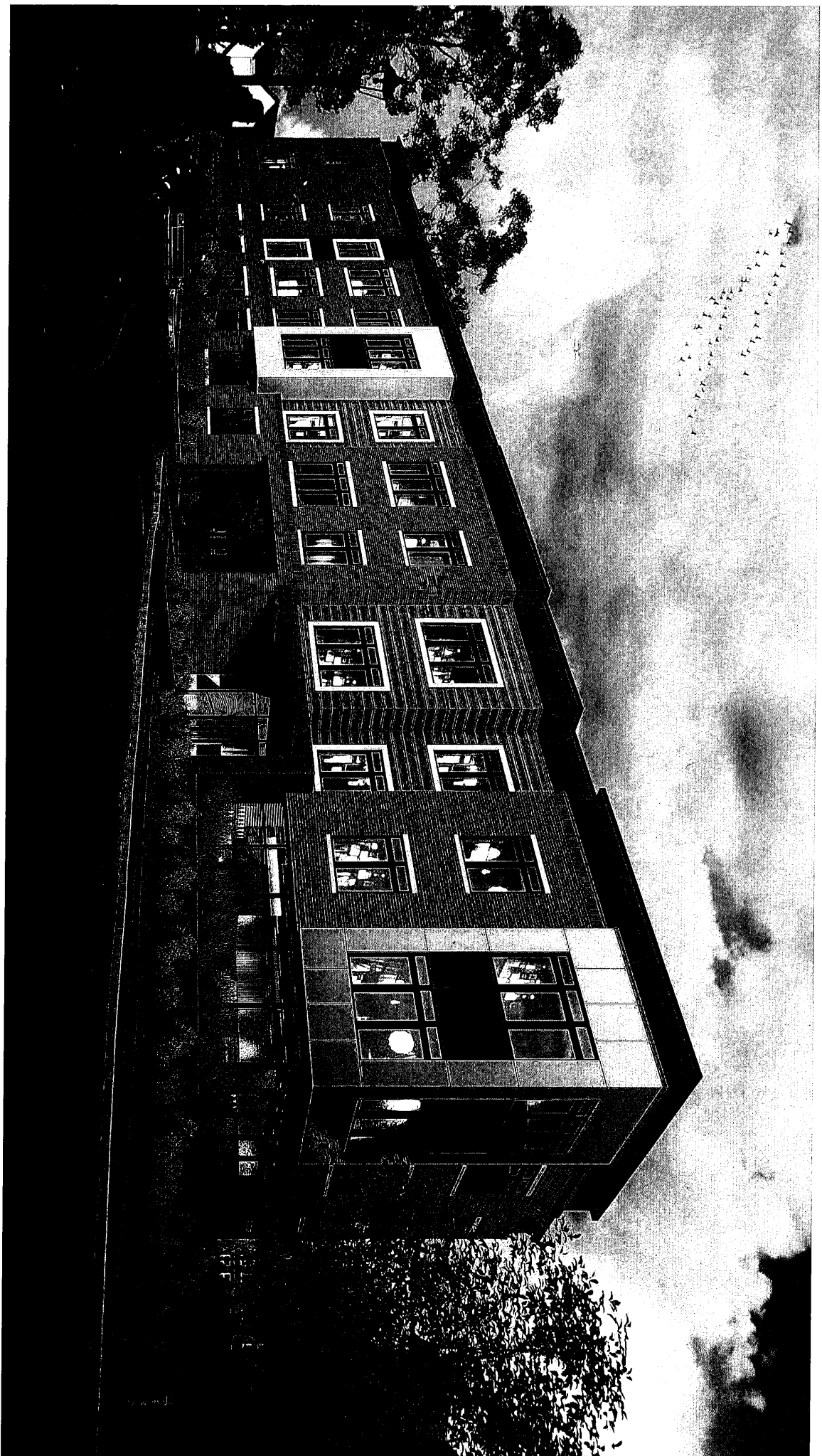


EXHIBIT 4

SECTION 8. APPENDICES

APPENDIX A

#2

RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, DIRECTING THE BERKELEY HEIGHTS PLANNING BOARD TO UNDERTAKE AN INVESTIGATION TO DETERMINE WHETHER ALL OR A PORTION OF CERTAIN PROPERTIES IDENTIFIED ON THE TAX MAPS OF THE TOWNSHIP AS BLOCK 702, LOTS 4, 6 AND 16 CONSTITUTE A NON-CONDEMNATION AREA IN NEED OF REDEVELOPMENT

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "**Redevelopment Law**"), provides a process for municipalities to participate in the redevelopment and improvement of an "area in need of redevelopment"; and

WHEREAS, to make such a determination under the Redevelopment Law, the municipal council (the "**Township Council**") of the Township of Berkeley Heights (the "**Township**"), must first authorize the Township of Berkeley Heights Planning Board (the "**Planning Board**") to conduct a preliminary investigation of the area and make recommendations to the Township Council; and

WHEREAS, the Township Council desires to investigate whether Block 702, Lots 4, 6 and 16 constitute a non-condemnation area in need of redevelopment; and

WHEREAS, the Township Council believes it is in the best interest of the Township that an investigation occur with respect to certain parcels within the Township and therefore authorizes and directs the Planning Board to conduct an investigation of the properties identified on the tax maps of the Township as Block 702, Lots 4, 6 and 16, along with all streets and rights of way appurtenant thereto (collectively, the "**Study Area**"), and to determine whether all or a portion of the Study Area meets the criteria set forth in the Redevelopment Law, *N.J.S.A. 40A:12A-5*, and whether all or a portion of said Study Area should be designated as an area in need of redevelopment; and

WHEREAS, the redevelopment area determination requested hereunder would authorize the Township and the Township Council to use all those powers provided by the Redevelopment Law for use in a redevelopment area, **excluding** the power of eminent domain, and any redevelopment area so designated shall be referred to as a "**Non-Condemnation Redevelopment Area**," pursuant to *N.J.S.A. 40A:12A-6*.

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 Planning Board is hereby authorized and directed to conduct an investigation, pursuant to *N.J.S.A. 40A:12A-6*, to determine whether all or a portion of the

Study Area satisfies the criteria set forth in *N.J.S.A. 40A:12A-5*, and whether said Study Area should be designated a "Non-Condernnation Redevelopment Area."

Section 3. As part of its investigation, the Planning Board shall prepare a map showing the boundaries of the Study Area and the location of the parcels contained therein and appended thereto shall be a statement setting forth the basis of the investigation.

Section 4. The Planning Board shall conduct a public hearing in accordance with the Redevelopment Law, after giving due notice of the proposed boundaries of the Study Area and the date of the hearing to any persons who are interested in or would be affected by a determination that the Study Area shall be an area in need of redevelopment. The notice of the hearing shall specifically state that the redevelopment area determination does not authorize the Township and the Township Council to exercise the power of eminent domain to acquire any properties in the delineated area, for the Study Area is being investigated as a possible Non-Condernnation Redevelopment Area.

Section 5. At the public hearing, the Planning Board shall hear from all persons who are interested in or would be affected by a determination that the Study Area is a redevelopment area. All objections to a determination that the Study Area is an area in need of redevelopment and evidence in support of those objections shall be received and considered by the Planning Board and shall be made part of the public record.

Section 6. After conducting its investigation, preparing a map of the Study Area, and conducting a public hearing at which all objections to the proposed designation are received and considered, the Planning Board shall make a recommendation to the Township Council as to whether the Township Council should designate all or a portion of the Study Area as a Non-Condernnation Redevelopment Area.

Section 7. This resolution shall take effect immediately.

APPROVED this 21st day of November, 2023

ATTEST:



Ana Minkoff
Township Clerk

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
COUTO	✓			<input type="checkbox"/>
DONNELLY	✓			
FOSTER	✓			
KINGSLEY	✓			
POAGE		✓		
VARNERIN	✓			
TIE:				
MAYOR DEVANNEY				

APPENDIX B

**PLANNING BOARD
TOWNSHIP OF BERKELEY HEIGHTS**

**REDEVELOPMENT AND HOUSING LAW
RESOLUTION TO CONDUCT AN INVESTIGATION
"AREA IN NEED STUDY" OF BLOCK 702, LOTS 4, 6 AND 16**

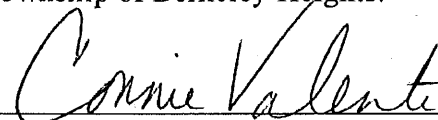
WHEREAS, the governing body of the Township of Berkeley Heights by resolution No. 287-2023 has authorized the Planning Board to conduct a preliminary investigation to determine whether the proposed study area qualifies as a non-condemnation area in need of redevelopment pursuant to N.J.S.A. 40A:12A-5 for the area commonly known as Block 702, Lots 4, 6, and 16.

NOW THEREFORE BE IT RESOLVED that the Planning Board of the Township of Berkeley Heights (the "Planning Board") pursuant to the provisions of the Redevelopment and Housing Law shall undertake an investigation of the study area, and in furtherance of such hereby directs as follows:

1. Block 702, Lots 4, 6, and 16 as identified on the Tax Maps of the Township of Berkeley Heights, is designated a "Study Area" under the Redevelopment and Housing Law.
2. The Township Affordable Housing Planners, Harbor Consultants, Inc., shall conduct a study of the applicability of the requirements of the Redevelopment and Housing Law to the "Study Area" and shall report its findings to the Planning Board.
3. The Planning Board shall hold a public hearing to consider the completed Redevelopment Study, in compliance with the provisions of the Redevelopment and Housing Law and the Open Public Meetings Act.
4. The Planning Board shall report its findings back to the governing body, in the form of a resolution, as per N.J.S.A. 40A:12A-6 et seq.

BE AND THE SAME IS HEREBY GRANTED

I hereby certify that the above Resolution is a true copy of the Resolution adopted on December 6, 2023 by the Planning Board of the Township of Berkeley Heights.



Connie Valenti, Secretary

Roll Call Vote

On 12/6/2023: 6 - 0

Motion to Approve: Ms. Kingsley

Second: Mr. Popolo

Ayes: Ms. Illis, Mr. Graziano, Mr. Medeiros,
 Ms. Kingsley, Mr. Popolo, and Mr. Leo

Nays: None

Abstentions: None

APPENDIX C

**PLANNING BOARD
TOWNSHIP OF BERKELEY HEIGHTS**

RESOLUTION

**RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS PLANNING BOARD
RECOMMENDING THE PROPERTY IDENTIFIED AS BLOCK 702, LOTS 4, 6 AND 16
ON THE TAX MAP OF THE TOWNSHIP OF BERKELEY HEIGHTS BE
DESIGNATED AS A NON-CONDEMNATION AREA IN NEED OF
REDEVELOPMENT**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"), authorizes municipalities to determine whether certain parcels of land situated within the municipality constitute an area in need of redevelopment; and

WHEREAS, pursuant to the LRHL, no parcels of land shall be declared an area in need of redevelopment without the municipality having first authorized its planning board by way of Resolution to undertake a preliminary investigation to determine whether the subject parcels meet the statutory criteria of an area in need of redevelopment as defined in the LRHL; and

WHEREAS, the Township Council of the Township of Berkeley Heights (the "Council") by way of Resolution No. 287-2023 adopted on November 21, 2023 authorized the Township of Berkeley Heights Planning Board (the "Board") to undertake a preliminary investigation pursuant to the LRHL to determine whether 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 any one or more criteria set forth in the LRHL and should be designated as a non-condemnation area in need of redevelopment; and

WHEREAS, Harbor Consultants, Inc ("Harbor Consultants") prepared a report, dated March 2024 detailing their investigation, findings and recommendations pertaining to whether

the Study Area should be designated as a non-condemnation area in need of redevelopment (the "Preliminary Investigation Report"); and

WHEREAS, in accordance with N.J.S.A. 40A:12A-6, public notice was published in the officially designated Township newspaper once each week for two consecutive weeks, the last publication being not less than 10 days prior to the date set for the hearing, and a copy of the public notice was mailed at least 10 days prior to the date set for the hearing to the owners of the property within the Study Area regarding the scheduled hearing before the Board to determine whether the designated Study Area should be recommended as a non-condemnation area in need of redevelopment; and

WHEREAS, on May 1, 2024, Michael Mistretta, P.P., of Harbor Consultants, provided testimony to the Board regarding his investigation, findings and recommendations pertaining to whether the Study Area should be recommended as a non-condemnation area in need of redevelopment; and

WHEREAS, the Board did not receive any comments or objections from the property owner or public regarding whether the Study Area should be recommended as a non-condemnation area in need of redevelopment; and

WHEREAS, the Board having considered the evidence and testimony presented, hereby finds and concludes the following:

1. The Hearing before the Board was advertised and noticed in accordance with the LRHL and took place on May 1, 2024.
2. Michael Mistretta, P.P., was duly sworn and his credentials and expertise as a Licensed Professional Planner in the State of New Jersey were accepted by the Board.

3. The following documents were presented and relied upon by the Board:
 - Map of Study Area – Block 702, Lots 4, 6 and 16
 - “Area in Need of Redevelopment Study for Block 702, Lots 4, 6 and 16 prepared by Harbor Consultants dated March 2024.
4. The Study Area under consideration for area in need of redevelopment designation is three (3) properties, including Block 702, Lots 4, 6 and 16. Block 702, Lot 4 is located at 458 Springfield Avenue and has frontage on Springfield Avenue between the intersections of Summit Avenue and Lone Pine Drive. The property is located approximately 250 feet from the intersection of Springfield Avenue and Summit Avenue. The subject property is an irregularly-shaped lot with 56 feet of frontage on Springfield Avenue and has an average depth of 101.5 feet. The lot area is 0.180 acres, or 7,841 square feet. The property is presently developed with a one-story, single-family dwelling with a driveway. According to available tax records, the dwelling was constructed in 1924. This dwelling is one of two single-family homes along Springfield Avenue between Summit Avenue and Lone Pine Drive within the Berkeley Heights downtown corridor.
5. Block 702, Lot 6 is located at 230 Sherman Avenue and has frontage on Sherman Avenue between the intersections of Summit Avenue and Lone Pine Drive. The property is approximately 150 feet east of the intersection of Sherman Avenue and Summit Avenue. According to the tax map, Sherman Avenue is a public street from the end of Block 702, Lot 6 and then becomes a private street from Block 702, Lot 13 to the intersection of Lone Pine Drive. The subject property is an irregularly-shaped lot with 205 feet of frontage on Sherman Avenue and an

average lot depth of 104 feet. It has a lot area of 0.448 acres, or 19,514 square feet. The property is developed with a three-story office building built in 1981, per available tax records. The building is approximately 3,300 square feet and the site has thirty (30) surface parking spaces that serve the building. There are nineteen (19) office suites in the building, which range in size from 95 square feet to 605 square feet, totaling 5,508 square feet of leasable office space area within the building. The rear of the property is adjacent to 458 Springfield Avenue (Block 702, Lot 4).

6. Block 702, Lot 16 is located on the corner of Springfield Avenue and Lone Pine Drive and is identified as 414-424 Springfield Avenue. The subject property has 184 feet of frontage on Springfield Avenue and a lot depth of 120 feet. The property is developed with three (3) buildings. According to tax records, the buildings were built in the 1940s. The first building is located on the eastern portion of the lot closest to Lone Pine Drive and is presently occupied by Benham's Garage — an auto repair use with an associated gas station that has two (2) gas pumps. The second building is a one-and-a-half-story single-family home and is occupied. The third building on the western side of the lot is a vacant one-story commercial building, which was most recently tenanted by a hair salon in 2020 but has not been tenanted since. At the rear of the buildings on the lot is a gravel area used for vehicle parking, truck parking, and storage of materials associated with the auto repair use. None of the parking spaces in this area are striped. There is ingress and egress to the rear of the lot from Lone Pine Drive, and a driveway located between the single-family home and one-story commercial building also provides access to the rear

area from Springfield Avenue. Additionally, there is a paved parking area in front of the vacant commercial building; none of the parking spaces in this area are striped.

7. The subject properties are located within Berkeley Heights' downtown corridor along Springfield Avenue and Sherman Avenue. To the west of Block 702, Lot 4 along Springfield Avenue, there is a mixed-use building with a ground-floor coffee shop known as "Coffee Culture Roastery"; a one-story building occupied by "Dimaio's" Italian restaurant; and a three-story mixed-use building occupied by a jiu jitsu studio on the ground floor and multi-family units on the upper floors. To the east of Block 702, Lot 4 along Springfield Avenue is a new mixed-use development known as "The Terrace at Berkeley Heights" containing an amusement center on the ground floor and multi-family residential units; a one-story commercial building occupied by the "Sadal Wine Cellar"; a one-story office building; a shopping plaza; and Block 702, Lot 16 (which is included in the Study Area). To the north of Block 702, Lot 4 is the Springfield Avenue right-of-way fronted by three-story mixed-use buildings occupied by commercial uses on the ground floor and residential uses on the upper floors. To the south of Block 702, Lot 4 is Block 702, Lot 6 (which is included in the Study Area).
8. To the west of Block 702, Lot 6 is a surface parking lot and a two-story office building. To the east of Block 702, Lot 6 is the "The Terrace at Berkeley Heights"; the "Sadal Wine Cellar"; a one-story office building; a shopping plaza; and Block 702, Lot 16 (which is included in the Study Area). To the north of Block 702, Lot 6 is "Dimaio's" Italian restaurant; the mixed-use building containing "Coffee Culture Roastery"; and Block 702, Lot 4 (which is included in the Study Area). To the south of Block 702, Lot 6 is a townhouse development. To the west of Block 702, Lot 16 is a shopping plaza; a

one-story office building; the "Sadal Wine Cellar"; "The Terrace at Berkeley Heights"; and Block 702, Lots 4 and 6 (which are included in the Study Area). To the east, south, and north of Block 702, Lot 16 are shopping centers. The Study Area is comprised of three (3) properties with a total area of approximately 1.135 +/- acres.

9. The Study Area is located within the Downtown Development (DD) Zone. Permitted principal uses in the Downtown Development (DD) Zone include the following:

- a. Retail sales
- b. Personal and professional services
- c. Mixed use structures
- d. Public open space
- e. Municipal buildings, playgrounds and other governmental uses
- f. Theatres
- g. General and professional offices
- h. Medical offices
- i. Houses of worship, and
- j. Schools and childcare facilities.

Permitted conditional uses include the following:

- a. Car wash facilities, and
- b. Public utility or public service facilities.

In addition to the above permitted uses, the Downtown Development (DD) Zone explicitly prohibits automotive repair facilities, fuel service stations, outside storage of vehicles, construction equipment or materials, vending machines on private property on the outside of any structure, sales or rentals of new or used

motor vehicles or trailers, coin operated dispensers, retail laundries, storage or crude oil, drive-through facilities, all classes of cannabis establishment, pipelines which are not public utilities, vape shops and smoke shops and sexually-oriented businesses.

10. The general bulk requirements for the Downtown Development (DD) Zone are summarized in the table below.

Minimum Lot Area	5,000 square feet
Minimum Lot Width	40 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	12 feet for structures along Springfield, Plainfield or Snyder Avenue 20 feet for all other structures
Minimum Side Yard	(a), (b), (c)
Minimum Rear Yard	(d)
Maximum Building Coverage	50%
Maximum Lot Coverage	85%
Maximum Building Height (feet)	36 feet
Maximum Building Height (stories)	(e)
Minimum Distance Between Buildings	(f), (g), (h)
(a) Windowless wall to side yard with no pedestrian access- 0 feet (b) Windowless wall to side yard with pedestrian access- 5 feet (c) Window wall to side yard – 15 feet (facades with residential uses); 8 feet (facades with no residential uses) (d) For buildings not exceeding two stories 10 feet, for each additional story an additional 10 feet (e) All buildings and structures not to exceed 3 stories. The third story is to be built into the roof of the building or structure to give an appearance of 2 ½ stories (f) Windowless wall to windowless wall – 0 feet (g) Window wall to windowless wall – 20 feet (faces with residential uses); 5 feet (facades with no residential uses)	

(h) Window wall to window wall – 30 feet (facades with residential uses); 15 feet (facades with no residential uses)

11. The 2007 Master Plan of the Township of Berkeley Heights discussed the importance of developing the Township's downtown and to improve the economic vitality of the Springfield Avenue Business District and other commercial sections of the Township. The 2017 Master Plan Reexamination and 2022 Master Plan largely reiterated and reinforced those goals.
12. The Study Area is designated within a Metropolitan Planning Area (PA1) in the 2001 State Development and Redevelopment Plan ("SDRP"). In PA1, the SDRP encourages redevelopment, particularly of a compact and mixed-use nature, to enhance efficient use of infrastructure and scarce land resources, promote a range of activities, and protect the character of existing communities. The SDRP particularly recognizes the importance of expanding housing choices within PA1, and promotes new construction, rehabilitation, and adaptive reuse of nonresidential buildings to provide new housing and attract a stable residential base.
13. The LRHL grants the governing body of a municipality the power to authorize the municipality's planning board to conduct a study to determine whether an area is in need of redevelopment; to make such a determination following the completion of the study; and to adopt a redevelopment plan for the designated area. The area may be determined to be in need of redevelopment only if, after an investigation by the planning board and a public hearing for which notice has been given, it is found to meet one or more of the following conditions:

- a. The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- b. The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- c. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.
- d. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.
- e. A growing lack or total lack of proper utilization of areas caused by the condition of the title, diverse ownership of the real properties therein or other similar conditions which impede land assemblage or discourage the undertaking of improvements, resulting in a stagnant and unproductive condition of land

potentially useful and valuable for contributing to and serving the public health, safety and welfare, which condition is presumed to be having a negative social or economic impact or otherwise being detrimental to the safety, health, morals, or welfare of the surrounding area or the community in general.

f. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.

g. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L.1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L.1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L.1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L.1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L.1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal

governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.

h. The designation of the delineated area is consistent with smart growth planning principles adopted pursuant to law or regulation.

14. Individual properties that do not meet any of the statutory conditions may still be included within an area in need of redevelopment provided that within the study area as a whole, one or more of the expressed conditions are prevalent. This provision is referred to as "Section 3" and is set forth under N.J.S.A. 40A:12A-3, which states in part:

A redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

The LRHL recognizes that there may be instances where individual properties (if excluded from a redevelopment area) would act as an impediment to redevelopment or would otherwise adversely impact a redevelopment scheme for adjoining lands that are "in need of redevelopment." The LRHL further recognizes that any redevelopment area must consist of lands that are reasonable and rational – in terms of location, size, shape and access – to produce a redevelopment project that will alleviate "blight" and achieve the goals of community revitalization.

15. Based upon the Preliminary Investigation Report and the testimony of Mr. Mistretta, the Planning Board concludes that the Study Area qualifies as an additional "area in need of redevelopment" pursuant to the LRHL.

NOW, THEREFORE, be it resolved by the Township of Berkeley Heights Planning Board, County of Union, State of New Jersey, as follows:

1. Investigation and planning analysis indicate the Study Area should be recommended to be a non-condemnation area in need of redevelopment based on the following criteria of the LRHL,

- N.J.S.A. 40A:12A-5(a) The generality of building are substandard, unsafe, unsanitary, dilapidated or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.
- N.J.S.A. 40A:12A-5(b) The discontinuance of the use of a building or buildings previously used for commercial, retail, shopping malls or plazas, office parks, manufacturing, or industrial purposes; the abandonment of such building or buildings; significant vacancies of such building or buildings for at least two consecutive years; or the same being allowed to fall into so great a state of disrepair as to be untenable.
- N.J.S.A. 40A:12A-5(d) Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these

or other factors, are detrimental to the safety, health, morals, or welfare of the community.

- N.J.S.A. 40A:12A-5(h) The designation of the delineated area is consistent with Smart Growth Planning Principles adopted pursuant to law or regulation.
 - Section 3. Under Section 3 of the Local Redevelopment and Housing Law, "a redevelopment area may include lands, buildings, or improvements which of themselves are not detrimental to public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective development of the area of which they are a part."
2. The findings and recommendations set forth in the Preliminary Investigation Report and testimony of Mr. Mistretta are hereby accepted by the Board and incorporated herein.
 3. The Board recommends the Council declare the Study Area to be a non-condemnation area in need of redevelopment pursuant to the provisions of the LRHL.
 4. The Board Secretary is directed to transmit a copy of the Preliminary Investigation Report and this Resolution to the Council for consideration.
 5. This Resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that this Resolution, adopted this 1st day of May 2024 memorializes the action taken by the Board at its meeting held on May 1, 2024.

By: Connie Valenti
Connie Valenti, Planning Board Secretary

Date Approved: May 1, 2024

Date Memorialized: May 1, 2024

APPENDIX D

**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				

**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 **09/16/2025**, in the amount of **\$1,604,316.89** 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 16th day of September, 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 will require the services of **Township Planner** for the term September 16 through December 31, 2025; 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, Harbor Consultants Inc. was deemed qualified to Township Planner 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, Harbor Consultants Inc. has provided a proposal dated November 22, 2024, to provide Township Planner Services; and

WHEREAS, the Township Council desires to consent to the Mayor's appointment of Harbor Consultants Inc. to such position for a term September 16, 2025 through December 31, 2025, as per their proposal dated November 22, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey that **Harbor Consultants Inc.** is appointed **Township Planner** for the Township of Berkeley Heights for the term commencing September 16, 2025, and ending December 31, 2025.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute an agreement with Harbor Consultants Inc. for professional planner services, at a fee not to exceed **\$20,000.00**, pursuant to their proposal dated November 22, 2024.

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 **\$20,000.00** from account # 5-01-21-180-028, **Planning Board**.

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

Approved this 16th day of September, 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 HARBOR CONSULTANTS INC.
FOR PROFESSIONAL ENGINEERING, SURVEYING AND PLANNING SERVICES FOR THE COLUMBIA
MIDDLE SCHOOL LOWER FIELDS PROJECT**

WHEREAS, the Township of Berkeley Heights Recreation Commission is in need of contracting for professional engineering services, including land surveying, environmental investigation and conceptual engineering design, for the Columbia Middle School Lower Fields 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, Harbor Consultants Inc. 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, Harbor Consultants Inc. has provided proposal dated April 9, 2025, to provide professional engineering services, including land surveying, environmental investigation and conceptual engineering design, for the Columbia Middle School Lower Fields 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 Chairperson of the Recreation Commission is hereby authorized to execute to an agreement with Harbor Consultants Inc. for professional engineering services, including land surveying, environmental investigation and conceptual engineering design, for the Columbia Middle School Lower Fields project, at a fee not to exceed **\$32,460.00**, pursuant to their proposal dated April 9, 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 **\$32,460.00** from account # **G-02-28-370-600, LOCAL AREA IMPROVEMENT - LOWER COLUMBIA**.

BE IT FURTHER RESOLVED, that this Resolution shall be ratified back to April 10, 2025.

Approved this 16th day of September, 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**

AMENDING RESOLUTION #2025-170

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

WHEREAS, the Morris County Cooperative Pricing Council have awarded contracts to various vendors as lowest responsible, responsive bidders for Regional Cooperative Pricing contracts; and

WHEREAS, the Township is in need of needs tree removal and related services for various Township-owned properties; and

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has authorized the procurement of tree removal and related services from an authorized vendor under the Morris County Cooperative Pricing System; and

WHEREAS, the Township of Berkeley Heights is a member of Morris County Cooperative Purchasing System; and

WHEREAS, Tree King, Inc., 12 Lenel Road, Landing, NJ 07850, has been awarded Contract #18 as part of the Morris County Cooperative Pricing System for the provision of Tree Removal/Trimming/Stump Grinding Services; and

WHEREAS, through this Resolution and properly executed documents, and pursuant to the Morris County Cooperative Pricing Contract #18, the Township wishes to enter into an agreement with Tree King, Inc. for the provision of tree removal and related services.

NOW, THEREFORE BE IT RESOLVED that the Township Council, of the Township of Berkeley Heights, County of Union, authorize a contract award to Tree King, Inc., for the provision of tree removal and related services, in an amount not to exceed ~~\$68,802.50~~ **\$56,352.50**.

BE IT FURTHER RESOLVED that the Purchasing Agent is hereby authorized to take whatever actions are necessary to implement the above-described purchase and installation and effectuate prompt payment to Tree King, Inc.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed \$33,802.50 from account # 5-01-26-290-106, S&R - Tree Removal, and not to exceed ~~\$35,000.00~~ **\$22,550.00** from account # 5-01-20-165-059, ENG Zoning - Tree Removal for a total not to exceed ~~\$68,802.50~~ **\$56,352.50**, subject to the approval of the 2025 budget.

Approved this 16th day of September, 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 has secured grant funds for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project which involves drainage and road reconstruction; and

WHEREAS, the Township wishes to solicit bids for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project which involves drainage and road reconstruction.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Berkeley Heights authorizes the Clerk to proceed with going out to bid in accordance with New Jersey Local Contracts Law N.J.S.A. 40:11-1 et seq. for the 2025 Miscellaneous Roadway Improvements – Middle Way / Winchip Road project.

Approved this 16th day of September, 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 SUBMITTAL OF AWARD EXTENSION REQUEST FOR LA-2023
LAIF BERKELEY HEIGHTS TOWNSHIP 2023 PASSAIC RIVER ANTI-FLOODING MEASURES AT
RIVER BEND TO NEW JERSEY DEPARTMENT OF TRANSPORTATION**

WHEREAS, the New Jersey Department of Transportation awarded \$400,000.00 to the Township of Berkeley Heights through the FY 2023 Local Aid Infrastructure Fund for Passaic River Anti-Flooding Improvements; and.

WHEREAS, due to environmental permit applications not yet approved, there is a need to request an extension of time to award the associated anti-flooding improvement project.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Berkeley Heights does hereby formally approves the request for a(n) Six (6) month award extension for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk, or those authorized on their behalf, are to submit a formal request for a Six (6) month award extension for the above-referenced project to the New Jersey Department of Transportation.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the Six (6) month award extension request on behalf of the Township of Berkeley Heights and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

Approved this 16th day of September, 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, Toll Brothers, Inc. was required to post performance guarantees for the property located at 110 Roosevelt Avenue in the form of a \$114,931.44 performance bond, and a \$12,770.16 cash bond, for a total guarantee of \$127,701.60; and

WHEREAS, by letter dated October 12, 2022, the Township Engineer had recommended a bond reduction of the original guarantees (as permitted by the Municipal Land Use Law) in the form of a \$42,145.92 performance bond balance, and a \$4,682.88 cash bond balance; and

WHEREAS, by letter dated September 18, 2024, the Township Engineer had recommended a further bond reduction of the original guarantees (as permitted by the Municipal Land Use Law) in the form of a \$33,604.63 performance bond balance, and a \$3,733.85 cash bond balance; and

WHEREAS, the Township Engineer has recommended by letter dated August 25, 2025, the release of remaining funds subject to the Applicant posting a maintenance bond at 15% of the original performance guarantee, said amount being \$19,155.24, for a two-year period, as the project has been substantially completed, and in accordance with statutes set forth in the New Jersey Municipal Land Use Code; and

WHEREAS, any release of said bond is conditioned upon concurrence of all applicable departments of the Township, and the payment of all outstanding fees, including escrow charges.

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 of the remaining performance guarantee and cash bond posted by Toll Brothers, Inc., together with any applicable interest, subject to the Applicant posting a maintenance bond in the amount of \$19,155.24, for a two-year period.

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

Approved this 16th day of September, 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 MESSERCOLA EXCAVATING CO., INC. FOR REPAIRS TO THE
HAMPTON DRIVE BRIDGE**

WHEREAS, as a result of the storms and flooding of July 14, 2025, which caused emergent conditions throughout the Township of Berkeley Heights, the Hampton Drive Bridge is in need of repair; and

WHEREAS, Department of Public Works received multiple quotes for the necessary repairs; and

WHEREAS, the Township wishes to award a contract to Messercola Excavating Co., Inc., of 549 E. 3rd Street, Plainfield NJ 07060, in the amount of **\$6,900.00**, pursuant to their proposal dated July 29, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights hereby authorized the contract award to Messercola Excavating Co., Inc., in the amount of **\$6,900.00** for repairs to the Hampton Drive Bridge, pursuant to their proposal dated July 29, 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 **\$6,900.00** from account # _____.

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**

AMENDING RESOLUTION 2025-89

WHEREAS, the Township of Berkeley heights is in need of a supply of Vita-Micro CS 70 for it's Wastewater Treatment Plant; and

WHEREAS, pursuant to 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, the Township received a proposal dated December 30, 2024, from MOMAR, Inc. to provide Vita-Micro CS 70 to the Berkeley Heights Wastewater Treatment Plant; and

WHEREAS, the Director of the Wastewater Treatment Plant, has recommended that a contract be awarded to, MOMAR, Inc., 1830 Ellsworth Industrial Dr NW, Atlanta, GA 30318, for the term January 21, 2025 through December 31, 2025, and the Township Council concurs.

NOW, THEREFORE BE IT RESOLVED by the Township Council, of the Township of Berkeley Heights, County of Union, that pursuant to N.J.S.A. 40A:11-5,(1)(gg) the appropriate municipal officials are authorized to execute an agreement with MOMAR, Inc., for the supply of Vita-Micro CS 70, in an amount not to exceed ~~\$65,000.00~~ **\$105,000.00**, and the Treasurer is authorized to pay properly completed vouchers up to such amount. The Township Clerk shall advertise the award of this contract in accordance with law.

BE IT FURTHER RESOLVED that this resolution shall take effect upon publication and pursuant to law.

Approved this 16th day of September, 2025.

ATTEST:

Angela Lazzari
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, Diane Sherry, 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 MOMAR, Inc. for Vita-Micro CS 70 for the Waste Water Treatment Plant, in an amount not to exceed ~~\$65,000.00~~ **\$105,000.00** from account # **5-01-26-295-031, SEWER – Chemicals and Gases**, subject to the approval of the 2025 Budget.

September 16, 2025

Diane Sherry
Chief Financial Officer

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

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

AMENDING RESOLUTION 2025-26

WHEREAS, the Township of Berkeley Heights requires **Engineering Services Related to the Wastewater Treatment Plant**; and

WHEREAS, the Township has determined to undertake 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. through the issuance of Requests for Qualifications ("RFQ's") for contract awards for such services; and

WHEREAS, as part of the fair and open process, Township received qualifications and proposals from various firms in response to the RFQ's, and has determined that **Paulus, Sokolowski and Sartor, LLC (PS&S)** is qualified to provide **Engineering Services related to Wastewater Treatment Plant** to the Township; and

WHEREAS, the Township Council desires to consent to the Mayor's appointment of **PS&S LLC.**, to such position for a term to expire December 31, 2025, in an amount not to exceed ~~\$100,000.00~~ **\$142,000.00**; and

WHEREAS, the subject contract is exempt from the public bidding requirements under the Local Public Contracts Law (N.J.S.A. 40A: 11-5 et seq.), such requires that the resolution authorizing the award of a contract for professional services without competitive bids must be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED that **Paulus, Sokolowski and Sartor, LLC.** is appointed to provide **Engineering Services related to the Wastewater Treatment Plant** for the Township of Berkeley Heights; and

BE IT FURTHER RESOLVED that the appropriate Township Officials are hereby authorized to execute an Agreement with **Paulus, Sokolowski and Sartor, LLC.**; and

BE IT FURTHER RESOLVED that this Resolution and the subject contract is being awarded 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 this resolution shall take effect immediately.

A copy of this Resolution shall be published according to law within ten (10) days of the date of passage and copies forwarded to the Township Clerk, Office of the Treasurer and the appointee.

Approved this 16th day of September, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

AMENDING RESOLUTION 2025-26

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, Diane Sherry, 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 Paulus, Sokolowski and Sartor, LLC for Engineering services, in an amount not to exceed from the following account, ~~\$\$100,000.00~~ **\$142,000.00** from **5-01-26-295-028**, Sewer Plant, ~~subject to the approval of the 2025 Budget.~~

Diane Sherry, CMFO
Chief Finance Officer

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

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

RESOLUTION

**AUTHORIZING THE ISSUANCE OF A NOTICE OF INTENT TO AWARD A
CONTRACT THROUGH A NATIONAL COOPERATIVE PURCHASING
AGREEMENT PURSUANT TO LOCAL FINANCE NOTICE NO. 2012-10 FOR
SERVICES AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, the Township of Berkeley Heights (hereinafter, the "Township") intends to participate in the BuyBoard National Purchasing Program contract for the rehabilitation/repair of manholes and pipelines for the Township's Wastewater Treatment Plant; and

WHEREAS, information regarding the contract may be found at the Office of the Township Clerk during regular business hours, Monday thru Friday 8:30 a.m. to 4:00 p.m., as well as on the BuyBoard website at: <https://www.buyboard.com>; and

WHEREAS, the Township has confirmed its membership with BuyBoard; and

WHEREAS, the Township of Berkeley Heights anticipates participating in BuyBoard **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), on **October 7, 2025**; and

WHEREAS, it is the intent of the Township of Berkeley Heights to make a contract award to National Water Main Cleaning of 1806 Newark Turnpike, Kearny, NJ 07032, pursuant to the proposal submitted in response to the BuyBoard National Purchasing Program contract; and

WHEREAS, the Township of Berkeley Heights is permitted to join national cooperative purchasing agreements under the authority of N.J.S.A. 52:34-6.2(b)(3).

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Township of Berkeley Heights, County of Union, State of New Jersey hereby authorize the Township Clerk to advertise a "Notice of Intent to Award a Contract Under a National Cooperative Purchasing Agreement" pursuant to New Jersey Local Finance Notice 2012-10.

BE IT FURTHER RESOLVED that such notice shall have a comment period terminating upon the close of Township business on **Tuesday, October 7, 2025**.

Approved this 16th day of September, 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:

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

Block/Lot	Property Address	Refund To	Refund Amount	Year	Reason
3303/14.10	2 LILLIAN COURT	JASON DORWART	5,575.38	2025	8
3805/16	6 CHESTNUT HILL DR	CHRISTOPHER & KAREN JOHNSON	2,277.53	2025	8
208/20	389 SPRINGFIELD AV	CORELOGIC TAX SERVICE	7,871.90	2025	2
601/3.03	55 GRANDVIEW AVE	DAVID ROSENFELD & LAUREN WAKLEY	5,112.99	2025	2
614.03/1/C	9 COTTAGE COURT	VINEET GORHE & JULY KOLHATKAR	2,609.67	2025	2

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

Approved this 16th of September, 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

**A RESOLUTION AMENDING THE ADOPTED BUDGET FOR ADDITIONAL ITEM OF REVENUE
AND OFFSETTING APPROPRIATION FOR THE RECREATIONAL IMPROVEMENTS 2025 GRANT**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township of Berkeley Heights hereby requests the Director of the Division of Local Government Services to approve the insertion of items of revenue in the budget for the year 2025 in the sum \$250,000.00 of which items are now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with Prior Written Consent of the
Director of the Division of Local Government Services: State and Federal
Revenues Off-set with Appropriations:

Recreational Improvements 2025

BE IT FURTHER RESOLVED, that a like sum of \$250,000.00 is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by Revenues

Recreational Improvements 2025

BE IT FURTHER RESOLVED, that the Chief Financial Officer shall file an electronic copy of this resolution with the Division of Local Government Services for approval.

Approved this 16th day of September, 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

**A RESOLUTION AMENDING THE ADOPTED BUDGET FOR ADDITIONAL ITEM OF REVENUE
AND OFFSETTING APPROPRIATION FOR THE COMMUNITY ENERGY PLAN GRANT Y3**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any Municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township of Berkeley Heights hereby requests the Director of the Division of Local Government Services to approve the insertion of items of revenue in the budget for the year 2025 in the sum \$10,000 of which items are now available as a revenue from:

Miscellaneous Revenues:

Special Items of General Revenue Anticipated with Prior Written Consent of the
Director of the Division of Local Government Services: State and Federal
Revenues Off-set with Appropriations:

Community Energy Plan Grant Y3

BE IT FURTHER RESOLVED, that a like sum of \$10,000 is hereby appropriated under the caption of:

General Appropriations:

(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by Revenues

Community Energy Plan Grant Y3

BE IT FURTHER RESOLVED, that the Chief Financial Officer shall file an electronic copy of this resolution with the Division of Local Government Services for approval.

Approved this 16th day of September, 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 Downtown Business Community has requested permission to hold its annual Winter Walk on December 6, 2025, and the Chief of Police, has requested to close Sherman Avenue from Lone Pine Drive to Plainfield Avenue from 1:00 p.m. to 8:00 p.m.; and

WHEREAS, the Township Council believes that the event is in the best interest of the community.

NOW, THEREFORE, BE IT RESOLVED, that permission is hereby granted to the Berkeley Heights Downtown Business Community for its annual Winter Walk, and the closure of Sherman Avenue, from the intersection of Lone Pine Drive to Plainfield Avenue, provided that it complies with all conditions imposed by the Township Police Department, Fire Department and Rescue Squad.

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

Approved this 16th day of September, 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 IT HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, in meeting assembled, that the following be appointed to the **COMPLETE AND GREEN STREETS COMMITTEE (CGSC)**.

NAME	MEMBER TYPE	EXPIRATION
Manuel Couto	Township Council	12/31/2025
Margaret Illis	Township Council	12/31/2025
Steve Carrellas	General	12/31/2025
Richard Caruso	General	12/31/2025
Natalie Chin	General	12/31/2025
Andrew Horan	General	12/31/2025
Roberta Koubek	General	12/31/2025
John Leo	General	12/31/2025
Dana Nigro	General	12/31/2025
Cassidy Ryan	General	12/31/2025

Approved this 16th day of September, 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 ESTABLISHING A MAYOR'S SPECIAL TASK FORCE ON FLOODING

WHEREAS, on July 14, 2025, a severe storm caused widespread flooding throughout Berkeley Heights, damaging homes, businesses, public facilities, and Township infrastructure; and

WHEREAS, flooding has become a recurring challenge in Berkeley Heights due to increasingly severe weather events, aging stormwater infrastructure, and development pressures; and

WHEREAS, the Mayor of Berkeley Heights has the authority to establish special task forces and committees to address issues of critical importance to the Township and its residents; and

WHEREAS, a Mayor's Special Task Force on Recycling was previously established to bring together residents, officials, and experts to study local challenges and develop recommendations, demonstrating the value of collaborative and focused problem-solving; and

WHEREAS, the creation of a Mayor's Special Task Force on Flooding will provide a similar structure to engage stakeholders, collect data, review best practices, and develop both immediate and long-term recommendations to improve flood mitigation and emergency preparedness;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the of the Township of Berkeley Heights, that there is hereby established a **Mayor's Special Task Force on Flooding**.

Membership

The Task Force shall consist of members appointed by the Mayor and shall include:

- At least one member of the Township Council;
- The Township Engineer or designee;
- The Director of the Department of Public Works or designee;
- A representative from the Office of Emergency Management;
- At least three residents who have been directly impacted by flooding;
- Up to three members representing neighborhood, civic, or environmental organizations;
- Other subject matter experts as deemed necessary by the Mayor.

Duties and Responsibilities

The Task Force shall:

1. Review and assess the impacts of the July 14, 2025 storm and prior flooding events.
2. Gather input from affected residents and businesses through surveys, forums, or other outreach.
3. Evaluate the condition and capacity of existing stormwater infrastructure.

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

RESOLUTION

4. Research best practices in flood mitigation from comparable municipalities.
5. Identify grant funding and intergovernmental opportunities to support local flood control projects.
6. Recommend immediate steps to enhance emergency response and community preparedness.
7. Propose long-term capital improvements, ordinance changes, or planning strategies to reduce flooding risks.
8. Consult with the Township Attorney to ensure the legality and feasibility of proposed recommendations.

Organization

- The Mayor shall appoint a Chairperson and Vice-Chairperson.
- The Task Force shall meet at least once per month, with subcommittees established as necessary.
- Township staff shall provide administrative support as directed by the Mayor.
- The Task Force shall issue an initial report of findings and recommendations within six (6) months of its first meeting and may provide additional updates thereafter.

BE IT FURTHER RESOLVED that the Mayor's Special Task Force on Flooding shall begin its work within thirty (30) days of adoption of this Resolution and shall sunset on December 31, 2025 as per the Township code but can be renewed at the discretion of the Mayor and Council.

Approved this 16th day of September, 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 Fire Department utilizes a breathing air system to fill air paks, self-contained breathing apparatus, and the bottles on their mobile unit; and

WHEREAS, the Department's current system is outdated and needs to be replaced; and

WHEREAS, the Fire Department desires to receive bids for a new breathing air system.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Berkeley Heights authorizes the Clerk to proceed with going out to bid in accordance with New Jersey Local Contracts Law N.J.S.A. 40:11-1 et seq. for a new breathing air system.

Approved this 16th day of September, 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**

AMENDING RESOLUTION 2025-78

**RESOLUTION AWARDING A CONTRACT WITH W.K. MERRIMAN, INC., TO PROVIDE
MAGNESIUM HYDROXIDE FOR THE WASTEWATER TREATMENT PLANT**

WHEREAS, the Township of Berkeley Heights (the "Township") requires magnesium hydroxide for the Township's Wastewater Treatment Plant in order for the plant to function properly; 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, W.K. Merriman, Inc. ("Merriman") is a supplier of magnesium hydroxide and is able to provide same to the Township; and

WHEREAS, on December 4, 2024, Merriman has provided the Township with a proposal of pricing to provide magnesium hydroxide to the Township; and

WHEREAS, the Township Council wishes to award a contract to Merriman for the term of January 21, 2025 through December 31, 2025, for an amount not to exceed ~~\$225,000.00~~ **\$205,000.00**.

NOW, THEREFORE BE IT RESOLVED that the Governing Body of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes the Mayor and Township Clerk to execute a contract with W.K. Merriman, Inc. for the supply of magnesium hydroxide to the Township, for the term of January 21, 2025 through December 31, 2025, for an amount not to exceed two hundred ~~twenty-five~~ thousand dollars (~~\$225,000.00~~ **\$205,000.00**).

Approved this 16th day of September, 2025.

ATTEST:

Angela Lazzari
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, Diane Sherry, 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 W.K. Merriman, Inc. to provide Magnesium Hydroxide for the Waste Water Treatment Plant, in an amount not to exceed ~~\$225,000.00~~ **\$205,000.00** from account # 5-01-26-295-031, Sewer Plant, ~~subject to the approval of the 2025 Budget.~~

September 16, 2025

Diane Sherry
Chief Financial Officer

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 AMENDING RESOLUTION 2025-241 WHICH AWARDED AND CONFIRMED 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, on August 19, 2025, the Township of Berkeley Heights adopted Resolution 2025-241, awarded and confirmed 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; and

WHEREAS, the contract with Armstong, Inc. Excavation and Demolition, of 80 Magnolia Ave., Sterling, NJ 07980, was awarded for storm sewer repairs/upgrades and related landscaping repairs, as well as bridge/culvert repairs at Sussex and Summit Roads, Sutton Dr., Liberty Ave., Orion Road and Berkshire Dr. in the amount of \$154,135.00; and

WHEREAS, in the course of the work on Sussex and Summit Roads the contractor encountered unpredicted conditions that incurred additional costs; and

WHEREAS, the Township wishes to amend Resolution 241-2025 to reflect an increase of \$13,340.00 in the contract amount, bringing the amended total amount to \$167,475.00.

WHEREAS, the Chief Financial Officer has issued a certificate of available funds, which is incorporated herein by reference, with the account number to be charged: C-04-25-026-00A - Ord 25-26 Various Road Improvements for an amount of \$13,340.00.

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

1. All of the above recitals are incorporated herein as if fully set forth at length.
2. The Township Council hereby authorizes the amending of the contract with Armstong, Inc. Excavation and Demolition at a total cost not to exceed \$164,475.00.
3. The Township Clerk is authorized to respectively execute, and attest to, all documents necessary to effectuate said purchase and delivery of asphalt.
4. The Township Clerk shall publish a notice of this action pursuant to law.
5. This Resolution shall take effect immediately.

Approved this 16th day of September, 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**

ORDINANCE NO. 2025-27

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO AMEND
CHAPTER 13.12.260 AND PROVIDE FOR THE MAINTENANCE OF THE END USER SEWER
AGREEMENT**

WHEREAS, the Township of Berkeley Heights ("Township") runs a Sewer Service System that services the Township and portions of neighboring municipalities, including the Borough of Watchung and the Township of Warren; and

WHEREAS, the Township currently requires that users located outside of the Township of Berkeley Heights enter into an "End User Sewer Agreement" prior to connecting to the System; and

WHEREAS, the Township wishes to amend the Township Code regarding the End User Sewer Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Township Council that:

SECTION I. Repeal and replace Section 13.12.260, "End User Sewer Agreement," of Chapter 13.12, "SEWER SERVICE SYSTEM," as follows:

13.12.260 End User Sewer Agreement.

The Township shall maintain a sample End User Sewer Agreement ("EUSA") in the Office of the Municipal Clerk, which shall be subject to amendment and/or modification in coordination with the Township Attorney and subject to Council approval.

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

Angie Devanney, Mayor

ORDINANCE NO. 2025-27

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						Manuel Couto						
						John Foster						
						Margaret Illis						
						Bill Machado						
						Andrew Moran						
						Susan Poage						
Introduced: September 16, 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;"> _____ Angela Lazzari, Township Clerk </div>						
Final Adoption: October 7, 2025												

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF INTRODUCTION

Ordinance 2025-27

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO AMEND
CHAPTER 13.12.260 AND PROVIDE FOR THE MAINTENANCE OF THE END USER SEWER
AGREEMENT**

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 **September 16, 2025** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **October 7, 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
UNION COUNTY, NEW JERSEY**

ORDINANCE NO. 2025-28

**AN ORDINANCE AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR
LEASE OF REAL PROPERTY OWNED BY THE TOWNSHIP OF BERKELEY HEIGHTS LOCATED AT
259 DIAMOND HILL ROAD IN THE TOWNSHIP OF BERKELEY HEIGHTS, ALSO KNOWN AS
BLOCK 4501, LOT 1 ON THE TOWNSHIP TAX MAP**

WHEREAS, the Township of Berkeley Heights ("Township") publicly advertised for bids in accordance with the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq. for bid titled "Diamond Hill Road – Communications Site Lease Agreement"; and

WHEREAS, on July 16, 2025, one (1) bid was received and opened from Verizon Wireless for an amount of \$55,020.00 per year; and

WHEREAS, said bid and the corresponding lease agreement have been duly reviewed and analyzed by the Township Attorney; and

WHEREAS, said bid and the corresponding lease agreement have been duly reviewed and analyzed by the Township's Wireless Telecommunications Consultant, FSD Enterprises, LLC, who recommends that the Township award the contract to Verizon Wireless pursuant to their bid; and

WHEREAS, the bid submitted by Verizon Wireless satisfies the best interests of the Township; and

WHEREAS, the Township wishes to proceed with this necessary service and hereby accepts the bid submitted by Verizon Wireless.

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

SECTION I.

1. The Township Council of the Township of Berkeley Heights does hereby authorize the issuance of contract to Verizon Wireless for the bid titled "Diamond Hill Road – Communications Site Lease Agreement", as outlined above; and
2. The Mayor is specifically authorized to execute the aforementioned contract.

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

Angie Devanney, Mayor

ORDINANCE NO. 2025-28

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						Manuel Couto						
						John Foster						
						Margaret Illis						
						Bill Machado						
						Andrew Moran						
						Susan Poage						
Introduced: September 16, 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.						
Final Adoption: October 7, 2025												
						_____ Angela Lazzari, Township Clerk						

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF INTRODUCTION

Ordinance 2025-28

AN ORDINANCE AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON WIRELESS FOR LEASE OF REAL PROPERTY OWNED BY THE TOWNSHIP OF BERKELEY HEIGHTS LOCATED AT 259 DIAMOND HILL ROAD IN THE TOWNSHIP OF BERKELEY HEIGHTS, ALSO KNOWN AS BLOCK 4501, LOT 1 ON THE TOWNSHIP TAX MAP

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 **September 16, 2025** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **October 7, 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, RMC
Township Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the

TOWNSHIP OF BERKELEY HEIGHTS, a body politic, having a mailing address of 29 Park Avenue, Berkeley Heights, Union County, New Jersey 07922 (hereinafter referred to as "Lessor")

and

NEW YORK SMSA LIMITED PARTNERSHIP DBA VERIZON WIRELESS having its principal offices located at One Verizon Way, Basking Ridge, NJ 07920, (hereinafter referred to as "Lessee").

BACKGROUND

Lessor owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at the Township of Berkeley Heights facilities, 259 Diamond Hill Road, a part of Block 4501 and Lot 1 in the County of Union, State of New Jersey ("Property"). Lessee desires to use a portion of the Property in connection with its federally licensed communications business. Lessor desires to grant to Lessee the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. LEASE OF PREMISES. Lessor leases to Lessee a certain portion of the Property containing approximately _____ square feet, as described on attached **Exhibit A**, together with unrestricted access for Lessee's uses from the nearest public right-of-way along the Property as described and depicted on the attached **Exhibit A** (the "Premises"). Also included in the Premises is the right of Lessee to exclusive use of a 10-foot vertical section of the communications tower as described and depicted on the attached **Exhibit A**.

2. PERMITTED USE. Lessee may use the Premises for the transmission and reception of communications signals and the installation, maintenance as per generally accepted industry standards, operation, repair and replacement of its communications fixtures and related equipment, cables, accessories and improvements, up to _____ () associated antennas (installed so as to minimize aesthetic impact) as may be approved by the Lessor, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises as listed on the attached **Exhibit B** (collectively, the "Communication Facility"); such use may include the right to test, survey and review title on the Property (collectively, the "Permitted Use"). Lessee has the right to install and operate up to _____ () _____ inch (") transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, or additions appropriate for Lessee's use ("Lessee Changes"). All plans for construction (both initially and Lessee Changes) must be submitted to Lessor for approval. Lessee Changes include the right to secure the Premises. Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Lessee may modify, supplement, replace, upgrade, and expand the equipment within the leased area within the Premises with prior written consent of Lessor, which shall not be unreasonably withheld.

3. TERM. (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month

in which the fifth annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for four (4) additional five (5) year Term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Lessee notifies the Lessor in writing of Lessee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term.

(c) If Lessee remains in possession of the Premises after the termination or expiration of this Agreement then Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "Holdover Term"), subject to the same terms and conditions of this Agreement. Holdover rent shall be computed as set forth in 4(b) below.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

4. RENT. (a) Commencement will be January 1, 2026. Lessee will pay the Lessor a monthly rental payment of **\$4,585.00**, ("Rent"), at the address set forth above, or as may be designated by Lessor, on or before the 5th day of that month and each calendar month in advance.

(b) Beginning with the first-year anniversary of the Commencement Date, and each year thereafter, the monthly Rent will increase by 3% over the previous year's Rent.

5. APPROVALS. (a) This project will not require a formal zoning approval, since it involves co-location on an existing wireless facility, pursuant to Section 6409 of the Tax Act. Lessee shall submit plans to governing body for approval and shall obtain all required approvals and permits commensurate with the permitted use designation. The Township will, as a condition of the lease, require an informal review and approval for the equipment and antenna installation design by the municipal communications consultant and the Township Council. Township Council shall have input and the right of final approval of all design aspects of tower, attachments and compound facility. (b) Lessor agrees that Lessee's ability to use the Premises is contingent upon the suitability of the Premises for Lessee's Permitted Use and Lessee's ability to obtain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Premises ("Governmental Approvals"). Upon Lessor approval of Lessee's plans, Lessor shall authorize Lessee to prepare, execute and file all required applications to obtain Governmental Approvals for Lessee's Permitted Use under this Agreement and agrees to reasonably assist Lessee with such applications.

(c) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Lessee's choice.

(d) Lessee may also obtain, at Lessee's sole cost and expense, soil boring, percolation, engineering procedures, environmental investigation or other tests or reports (collectively the "Tests") on, over, and under the Property, necessary to determine if the Lessee's use of the Premises will be compatible with Lessee's engineering specifications, system, design, operations or Governmental Approvals.

6. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under

Paragraph 17 of this Agreement after the applicable cure periods;

(b) by Lessee upon written notice to Lessor, if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Lessee; or if Lessee determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable.

(c) by Lessee with six (6) months written notice prior to the end of the then current term for any reason so long as Lessee pays Lessor a termination fee equal to six (6) months Rent, at the then current rate; provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee under any one or more of paragraphs 6(a), 6(b), 8, 21, 22 or 24(i) of this Agreement.

7. INSURANCE. Lessee will procure and maintain (i) commercial general liability insurance, with limits of not less than \$6,500,000 combined single limit per occurrence for bodily injury and property damage liability, and (ii) Workers' Compensation Insurance as required by law, with a certificate of insurance to be furnished to the Township within 30 days of written request. Upon receipt of notice from its insurer, successful bidder shall provide 30 days written notice of cancellation of any required coverage.

8. INTERFERENCE. (a) Where there are existing radio frequency user(s) on the Property, the Lessor will provide Lessee with a list of all existing radio frequency user(s) and their frequencies on the Property to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency users on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Lessor will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Lessee's Communications Facility. Nothing contained herein will restrict Lessee nor its successors and assigns from installing and modifying its communications equipment within the parameters outlined herein.

(c) Lessor will not use, nor will Lessor permit its employees, Lessees, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee or the rights of Lessee under this Agreement. Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Lessee. In the event any such interference to Lessee's operations does not cease within the aforementioned cure period then the parties acknowledge that Lessee will suffer irreparable injury, and therefore, Lessee will have the right, in addition to any other rights that it may have at law or in equity, for Lessor's breach of this Agreement, to elect to enjoin such interference or to terminate the Agreement upon notice to Lessor.

9. INDEMNIFICATION. (a) Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

(b) Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all

injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of the actions or failure to act of Lessor or its employees or agents, or Lessor's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessee, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, each of Lessee and Lessor hereby waives any claims that each may have against the other with respect to consequential, incidental or special damages.

10. TAXES. Lessee shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to common improvements to the Property/Premises, and/or any portion of the Property/Premises that becomes taxable due to the presence of improvements, and/or the presence or installation of Antenna Facilities, only for so long as the Lease remains in effect. If Lessor receives notice of any personal property or real property tax assessment against Lessee, which may affect Lessee and is directly attributable to Lessee's installed improvements on Premises, Lessor shall provide timely notice of the assessment to Lessee sufficient to allow Lessee to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Lessor and/or Lessee. Further, Lessor shall provide to Lessee any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section.

11. USE OF FACILITY BY OTHER PROVIDERS. Lessor and Lessee agree that the Premises shall be designed and constructed to accommodate multiple Lessees. The Lessor shall have the exclusive right to rent space on the tower and within the compound to all Lessees. Rent from Co-Locators shall be paid in its entirety to the Lessor. The Lessee will, by way of this lease, be granted the right to place its equipment on the tower and within the compound as outlined herein. Any other successful bidders in the future will be granted a lease by the Lessor, at the bid amount(s) submitted, for the use of the site and use of the tower. Any locations remaining on the tower, after the initial bid awards, shall be offered for lease in subsequent bids issued by the Lessor. Co-Locators will be granted their choice of remaining locations on the tower and equipment location according to bid amounts. The Lessee, and all Co-Locators, shall cooperate with the Lessor, and future Co-Locators, in the placement of future Lessor or future Co-Locators' equipment on the tower.

12. WARRANTIES. (a) Lessee and Lessor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Lessor represents and warrants that: (i) Lessor solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Lessee is not in default then Lessor grants to Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Lessor's execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Lessor; and (iv) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Lessor will use best efforts to provide promptly to Lessee a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

13. **ENVIRONMENTAL.** (a) Lessor and Lessee agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at its sole cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property or activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 13 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 13 will survive the expiration or termination of this Agreement.

14. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will have twenty-four (24) hour, seven (7) day pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Lessor hereby grants to Lessee and easement for such access. Upon Lessee's request, Lessor will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Lessee then the Lessor hereby agrees to grant additional access or easement either to Lessee or to the public utility, for the benefit of Lessee, at no cost to Lessee.

15. **REMOVAL/RESTORATION.** Except as otherwise provided below all portions of the Communication Facility brought onto the Property by Lessee will be and shall remain Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and shall remain the property of the Lessee and, exclusive of the foundation and tower itself, may be removed by Lessee at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Lessee will remove all such improvements unless otherwise agreed by the Lessor and Lessee. Lessee will not be responsible for the replacement of any trees, shrubs, or other vegetation nor will Lessee be required to remove from the Premises or the Property any foundations or underground utilities.

16. **MAINTENANCE/UTILITIES.** (a) Lessor will keep and maintain the Premises in

good condition, reasonable wear and tear and damage from the elements excepted. Lessor will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements. Lessor shall have the right to charge Lessee for Lessee's pro-rata share of facility maintenance.

(b) Lessee will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Lessee on the Premises. Lessor will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Lessee. In the event Lessee cannot secure its own metered electrical supply, Lessee will have the right, at its own cost and expense, to submeter from the Lessor should the Lessor approve of, and have capacity for, such an arrangement. Lessee will pay on a monthly basis the current local utility company rate for submetered electric, after the meter is read by the Lessor and billed to Lessee. Lessor will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Lessor, of such services to be furnished or supplied by Lessor.

17. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Lessor and a breach of this Agreement. Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

18. ASSIGNMENT/SUBLEASE. This Agreement may be sold, assigned or transferred by the Lessee with notice to the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred or sublet without the written consent of the Lessor, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of Lessee shall constitute an assignment hereunder. Any sublease that is entered into by Lessee shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto. Rent or revenue generated by any sublease shall be paid to the Lessor in accordance with Paragraph 11.

19. NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight

courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notice will be addressed to the parties as follows.

As _____ to Lessee: _____;

and as to Lessor: ATTN: Purchasing Agent, TOWNSHIP OF BERKELEY HEIGHTS, 29 Park Avenue, Union County, New Jersey 07922.

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

20. SEVERABILITY. If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

21. CONDEMNATION. In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within forty- eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Lessee will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. Lessee will be entitled to reimbursement for any prepaid Rent on a prorated basis.

22. CASUALTY. Lessor will provide notice to Lessee of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Lessee's sole determination, then Lessee may terminate this Agreement by providing written notice to the Lessor, which termination will be effective as of the date of such damage or destruction. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof and to be reimbursed for any prepaid Rent.

23. WAIVER OF LESSOR'S LIENS. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Lessor hereby consents to Lessee's right to remove all or any portion of the Communication Facility from time to time in Lessee's sole discretion and without Lessor's consent.

24. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Lessor and an authorized agent of the Lessee. No

provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease (as in **Exhibit "C"**). Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and supersedes all prior offers, negotiations and agreements.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppels.** Either party will, at any time upon thirty (30) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested parties failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Lessor and Lessee.

(i) **Due Diligence Investigations.** Lessee shall have the right to perform the following Due Diligence Investigations:

- i. Title Search
- ii. Phase One and Phase Two Environmental Inspections
- iii. Soil Boring Tests
- iv. Historic Screening as required by the National Environmental Protection Act checklist
- v. Regulatory filing with the Federal Aviation Administration (FAA), if applicable

In the event that Lessee is not completely satisfied with the results of said investigations for any reason, in its sole discretion, Lessee shall have the right to terminate this agreement by giving written notice to Lessor. In the event of such termination, neither party shall have any further liability to the other.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and effective as of the date the last party executed this Agreement below.

WITNESSES:

Print Name: _____

Print Name: _____

"LESSOR"

TOWNSHIP OF BERKELEY HEIGHTS

By: _____

Print Name: _____

Its: _____

Date: _____

Print Name: _____

Print Name: _____

"LESSEE"

By: _____

Print Name: _____

Its: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF UNION)

On the ____ day of _____, 2025 before me personally appeared _____, and acknowledged under oath that he is the _____ of the Township of Berkeley Heights, the LESSOR named in the attached instrument, and as such was authorized to execute this instrument on behalf of the LESSOR.

Notary Public
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) ss:
COUNTY OF MIDDLESEX)

I CERTIFY that on _____, 2025,
_____ [name of representative] personally came before me
and acknowledged under oath that he or she:

(a) is the _____ [title] of
_____, the corporation named in the attached
instrument as LESSEE, and

(b) was authorized to execute this instrument on behalf of the corporation, and

(c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION OF PREMISES (Attach drawings consisting of ___ pages.)

to the Agreement dated _____, 2025, by and between the Township of Berkeley Heights, as Lessor, and _____, as Lessee.

The Premises are described and/or depicted as follows:

Portion of Block 4501, LOT 1, for the location of antennas and related equipment on the Lessor's tower, along with a portion of the compound having dimensions of approximately _____ feet by _____ feet for the location of Communications support equipment.

A vertical height on the tower at a center height of _____, extending approximately five feet (5') above and below that level.

Final location and dimensions of leased area to be agreed to by the Lessee and Lessor.

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT "B"

Equipment List

Page _____ of _____

to the Agreement dated _____, 2025, by and between the Township of Berkeley Heights, as Lessor, and _____, as Lessee.

EXHIBIT "C"

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of _____, 2025, by and between the Township of Berkeley Heights, a body politic, having a mailing address of 29 Park Avenue, Union County, New Jersey 07922, (hereinafter referred to as "Lessor") and _____, having a mailing address of _____ (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a certain Lease Agreement ("Agreement") on the _____ day of _____, 2025, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for an Initial Term of five (5) years commencing on the date that Lessee commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with _____ (____) successive five (5) year options to renew.
3. The portion of the land being leased to Lessee (the "Premises") is described in **Exhibit 1** annexed hereto.
4. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

"LESSOR"

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Federal Tax ID#: _____

WITNESSES:

"LESSEE"

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

LESSOR

STATE OF NEW JERSEY)
)ss:
COUNTY OF MIDDLESEX)

_____ day of _____, 2025, by _____ of _____, on behalf of the corporation, _____ who is personally known to me or who has produced _____ as identification.

Notary Public
Print Name: _____
My commission expires: _____

LESSEE

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____ [name of representative], the _____ [title] of the corporation, () who is personally known OR () who has produced _____ as identification.

Notary Public
Print Name: _____
My commission expires: _____