

Township of Berkeley Heights Union County, New Jersey

Township Council Public Meeting October 7, 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. CONFERENCE SESSION

- Proposed Ordinance Related to Chicken Hens
- Narcan – Raymond Freaney, Rotary Club

V. REGULAR AGENDA

VI. APPROVAL OF MINUTES

Public Meetings: 8/7/25, 8/19/25 and 9/16/25

VII. ORDINANCE(S) FOR PUBLIC HEARING AND FINAL ADOPTION:

Ordinance(s) Introduced on September 16, 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

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

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-

289. Resolution approving Bill List dated October 7, 2025, in the amount of \$1,191,449.75.

290. Resolution confirming compliance with N.J.A.C. 5:30-6.5 and authorizing the Governing Body Certification of the Annual Audit.

291. Resolution approving the Corrective Action Plan for the recommendations listed in the 2024 Annual Audit Report.

292. Resolution authorizing the TD Bank as a Financial Institution of and depository for the funds of the Township's Flexible Spending program and designating the Township agents to effectuate the opening and maintenance of the account.

293. Resolution awarding and confirming emergency contract under New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-6 resulting from emergent conditions at the Wastewater Treatment Plant requiring the pumping of peracetic acid and awarded to Sovereign Consulting Inc.

294. Resolution amending Resolution 229-2024 which authorized a contract with Sovereign Consulting for the provision of Micro C and Magnesium Hydroxide Chemical Feed Systems at the Wastewater Treatment Plant, to reduce the contract amount and extend the anticipated completion date.

295. Resolution of the Township of Berkeley Heights authorizing a professional services agreement with NW Financial Group, LLC for Redevelopment Financial Consultant services.

296. Resolution awarding a contract to Messercola Excavating Co., Inc., in an amount not to exceed \$65,000.00 for Snow Removal Services & Equipment.
297. Resolution awarding a contract to Portofino Builders, LLC, in an amount not to exceed \$263,905.75 for the Improvements to Middle Way & Winchip Road (UCIT Funded) project.
298. Resolution authorizing a Shared Services Agreement with the Berkeley Heights Board of Education for vehicle maintenance services.
299. Resolution amending Resolution 2025-23, which awarded a professional services agreement to Harbor Consultants for Affordable Housing Planner Services, to increase the contract amount.
300. Resolution amending Resolution 2025-232, which awarded a goods and services contract to SJC Lawncare for tree watering services, to increase the contract amount.
301. Resolution amending Resolution 2025-209, which awarded a contract with Process Equipment Sales And Service, Inc., for the replacement of mixer units at the Wastewater Treatment Plant, to increase the contract amount.
302. Resolution authorizing a contract with Spatial Data Logic LLC for a 3-year term for software and related services.
303. Resolution authorizing 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 construction of the Safer Sidewalks for Springfield Avenue Transit Access Project.
304. Resolution authorizing the closure of Hamilton Avenue, west of Roosevelt Avenue, on October 25, 2025, from 6:00 a.m. to 4:00 p.m. to allow the Berkeley Heights Fire Department to test hoses.
305. Resolution authorizing the refund of tax overpayments for properties within the Township.
306. Resolution appointing Athena Sapir and Chris Reilly to the Berkeley Heights Public Library Board.
307. Resolution approving a neighborhood block party on Beech Avenue, between Sycamore Avenue and Pine Grove Road, on Friday, October 31, 2025, from 5:00 p.m. - 10:00 p.m.
308. Resolution approving a neighborhood block party on Cromwell Court, between Chaucer Drive and York Place, on Saturday, October 25, 2025, from 1:00 p.m. - 7:30 p.m.

309. Resolution authorizing Garden State Fireworks to hold a fireworks display on October 10, 2025, at Veterans Memorial Park, at 7:30 p.m.

310. Resolution appointing Jake Couto to the active roster of the Berkeley Heights Volunteer Fire Department.

311. Resolution approving submission of a grant application and execution of a grant contract with the New Jersey Department of Environmental Protection for the Resilient NJ: Regional Assistance Program.

312. Resolution disqualifying D.L.S. Contracting Inc.'s bid for the Improvements to Middle Way & Winchip Road (UCIT funded) project.

X. ORDINANCE(S) FOR INTRODUCTION

Public Hearing and Final Adoption scheduled for October 21, 2025.

Ordinance 2025-29

AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO PROHIBIT THE SALE OF DOGS, CATS AND RABBITS BY RETAIL PET STORES IN BERKELEY HEIGHTS

Ordinance 2025-30

AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO AMEND CHAPTER 2.28 TO RENAME THE CERTIFIED MUNICIPAL FINANCE OFFICER AND QUALIFIED PURCHASING AGENT POSITIONS

Ordinance 2025-31

AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO UPDATE THE PROCEDURES FOR PROCESSING BILLS FOR PAYMENT AND PURCHASING

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**

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.						
Final Adoption: October 7, 2025												
						Angela Lazzari, Township Clerk						

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

NOTICE OF FINAL ADOPTION

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, County of Union, State of New Jersey, hereby certify that the above titled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on October 7, 2025.

**Angela Lazzari, RMC
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												
						<div style="text-align: right;"> _____ Angela Lazzari, Township Clerk </div>						

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

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF FINAL ADOPTION

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, County of Union, State of New Jersey, hereby certify that the above titled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on October 7, 2025.

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: _____

Print Name: _____

Print Name: _____

"LESSOR"

TOWNSHIP OF BERKELEY HEIGHTS

By: _____

Print Name: _____

Its: _____

Date: _____

"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

[illegible]

The foregoing instrument was acknowledged before me this _____ 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: _____

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

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated **10/7/2025**, in the amount of **\$1,191,449.75** 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 7th day of October, 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, N.J.S.A. 40A: 5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2024 has been filed by a Registered Municipal Accountant with the Municipal Clerk pursuant to N.J.S.A. 40A: 5-6, and a copy has been received by each member of the governing body; and

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

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

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

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

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

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

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

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

Approved this 7th day of October, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

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

STATE OF NEW JERSEY
COUNTY OF UNION

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

1. We are duly elected members of the Mayor and Council of the Township of Berkeley Heights in the County of Union;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2024;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

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

(L.S.) Andrew Moran

(L.S.) Manuel Couto

(L.S.) Susan Poage

(L.S.) John Foster

(L.S.)

(L.S.) Margaret Illis

(L.S.)

(L.S.) Bill Machado

(L.S.)

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Clerk

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

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

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

STATE OF NEW JERSEY
COUNTY OF UNION

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

1. We are duly elected members of the Mayor and Council of the Township of Berkeley Heights in the County of Union;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the Annual Municipal Audit filed with the Clerk pursuant to N.J.S.A. 40A:5-6 for the year 2024;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled "Comments and Recommendations."

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

(L.S.) Andrew Moran

(L.S.) Manuel Couto

(L.S.) Susan Poage

(L.S.) John Foster

(L.S.)

(L.S.) Margaret Illis

(L.S.)

(L.S.) Bill Machado

(L.S.)

Sworn to and subscribed before me this

_____ day of _____

Notary Public of New Jersey

Clerk

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

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

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

RESOLUTION

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

WHEREAS, the auditing firm of Suplee, Clooney & Company, LLC. has completed their audit of the Financial Statements and Supplementary Data of the Township of Berkeley Heights for the year ended December 31, 2024; and

WHEREAS, the audit for calendar year ending December 31, 2024 was presented to the governing body; and

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, County of Union, that the attached 2024 Annual Audit Corrective Action Plan submitted by the Chief Finance Officer is hereby approved.

BE IT FURTHER RESOLVED, that a certified copy of the 2024 Corrective Action Plan be sent to the Chief Fianceial Officer and filed with Division of Local Government Services via the Financial Automated Submission Tracking (FAST) System.

2024 ANNUAL AUDIT- CORRECTIVE ACTION PLAN

Finding/Condition:

Outside offices receipts were not in agreement with revenue transaction audit trail.*

Recommendation:

That outside offices receipts be reconciled to revenue transaction audit trail.

Explanation & Corrective Action:

Only certain offices submit monthly reports and not all were getting to the Chief Financial Officer. Going forward all departments who take in funds will send a copy of their monthly reports to the Chief Financial Officer to reconcile department receipts with Edmunds to identify and correct any discrepancies on a timely basis.

Implementation Date: On-going

Finding/Condition:

The General Ledgers are not adequately maintained and reconciled to the subsidiary ledgers on a timely basis.

Recommendation:

That General Ledgers be adequately maintained and reconciled to the subsidiary ledgers on a timely basis.

Explanation & Corrective Action:

With the turnover in the CFO position, this task was not performed in the first half of the year. The new CFO could not completely catch up on the task. The Financial Specialist did not return from maternity leave until September. With a better staffed office, this is getting done on a timelier basis.

Implementation Date: On-going

Finding/Condition:

Bank reconciliations were not prepared on a timely basis. *

Recommendation:

That bank reconciliations be prepared on a timely basis.

Explanation & Corrective Action:

With the turnover in the CFO position, this task was not performed in the first half of the year. The new CFO could not completely catch up on the task. All accounts had known unreconciled amounts which were tracked down and corrected. The Financial Specialist did not return from maternity leave until September and promptly began reconciling the accounts with the CFO. Most accounts we eventually reconciled except for one Escrow bank account, which was not reconciled for years. This account is in the process of being fully reconciled. With a better staffed office, this is getting done on a timelier basis.

Implementation Date: On-going

Finding/Condition:

We noted monies were not always deposited within 48 hours of receipt as required by per N.J.S.A 40A:5-15.*

Recommendation:

That monies be deposited within 48 hours of receipt as required by per N.J.S.A 40A:5-15.

Explanation & Corrective Action:

The Assistant Finance Officer whose responsibilities expanded without proper training during the turnover in the Finance office, was never fully instructed of the importance of depositing monies on a timely basis. She waited to post deposits in Edmunds first, then deposited checks at the bank. In her absence such as vacation or illness, deposits remained on her desk until she returned. Going forward, all checks will be deposited on a daily basis via a check scanner as posting could wait a few days if needed. All employees of the finance department (including the tax collector as a backup) have the ability to deposit checks.

Implementation Date: On-going

Finding/Condition:

The Township has not maintained a complete encumbrance accounting system in accordance with the minimum requirements as promulgated by the Division of Local Government Services. We noted that several purchase orders are processed as confirming orders. This is where goods and services have been received, or services rendered prior to the issuance of a purchase order. As a result, an overexpenditure occurred.

Recommendation:

That sufficient appropriation balances be available prior to commitment or expenditure of funds.

Explanation & Corrective Action:

In the first half of the year, the certification of funds for contracts were not encumbered. A review of all contacts awarded took place to encumber those contracts. A contact prior year contact was discovered with insufficient funds. The CFO now certifies all contacts and purchases prior to resolutions are presented to the counsel on the agenda. The CFO presents the Township Clerk with the printout of the certification of funds from the Edmunds Software to ensure prevent this from reoccurring.

Implementation Date: On-going

Finding/Condition:

Various quarterly payroll returns were not filed on a timely basis resulting in penalties being assessed. *

Recommendation:

That payroll returns be filed on a timely basis.

Explanation & Corrective Action:

With the turnover in the chief financial officer, payroll returns were not filed on a timely basis. A dedicated person is now responsible for preparing these for the CFO's approval as the Township uses does not rely on an outside payroll service.

Implementation Date: On-going

Finding/Condition:

An analysis of the balance on account in the Payroll Agency account was not properly maintained and reconciled to the balance on deposit in the Payroll Agency bank account.

Recommendation:

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

Explanation & Corrective Action:

The payroll agency deductions were not being tracked in Edmunds in an organized way. The separate payroll agency deductions are currently being posted each payroll aiding the analysis of the Payroll Agency account. Balances are being reconciled on a more timely.

Implementation Date: On-going

*Prior Year Recommendations

Approved this 7th day of October, 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 ("Township") wishes to open a new bank account with TD Bank, N.A. to facilitate the Township's Flexible Spending program; and

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

1. TD Bank, N.A. ("TD Bank") is hereby designated as a Financial Institution of and depository for the funds of the Township's Flexible Spending program.
2. The following individuals shall be designated as authorized agents of the Township with regards to the Township's Flexible Spending program account with TD Bank.

TITLE	NAME
CFO	Diane Sherry
Treasurer	Margaret Bottone
Mayor	Angie Devanney

3. The said authorized agents shall be granted full authority to:
 - a. sign checks, drafts, notes, and other instruments;
 - b. endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with said bank;
 - c. execute and deliver all documents necessary to open, maintain, or close such accounts;
 - d. and to perform all acts necessary or incidental to the proper conduct of the accounts.
4. This Resolution shall take effect immediately.

BE IT FURTHER RESOLVED, that the authority hereby conferred shall remain in full force and effect until written notice of revocation is received by the bank.

Approved this 7th day of October, 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 AND CONFIRMING EMERGENCY CONTRACT UNDER NEW JERSEY LOCAL
PUBLIC CONTRACTS LAW, N.J.S.A. 40A:11-6 RESULTING FROM EMERGENT CONDITIONS AND
AWARDED TO SOVEREIGN CONSULTING INC.**

WHEREAS, an emergency has arisen in the Township of Berkeley Heights Wastewater Treatment Plant with respect to an emergent condition requiring the pumping of peracetic acid from the 5,000 gallon peracetic acid tank to allow for the repair of a gasket located in the piping between the tank and the pump shed; and

WHEREAS, the Township Wastewater Treatment Plant Director has certified the emergency and remedial action is required and the need for such could not have been foreseen; and

WHEREAS, the Chief Financial Officer/Qualified Purchasing Agent has certified the need to enter into an emergency contract to safely pump peracetic acid from the 5,000 gallon peracetic acid tank; and

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

WHEREAS, Sovereign Consulting Inc., 111-A North Gold Drive, Robbinsville, NJ 08691 is able to respond to the emergency and pump peracetic acid out of the Township's 5,000 gallon peracetic acid tank to allow for the gasket in the piping to be repaired for a total contract price of **\$7,000.00**.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights hereby approve and confirm the contracts award for emergency services per N.J.S.A. 40A:11-6 et seq. to Sovereign Consulting Inc., in the amount not to exceed **\$7,000.00**.

BE IT FURTHER RESOLVED, that the Chief Finance Officer of the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$7,000.00** from account # **C-04-24-017-100, Ord 17-24 Wastewater Plant Improvements**.

Approved this 7th day of October, 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 AMENDING RESOLUTION 229-2024 WHICH AUTHORIZED A CONTRACT WITH
SOVEREIGN CONSULTING FOR THE PROVISION OF MICRO C AND MAGNESIUM HYDROXIDE
CHEMICAL FEED SYSTEMS AT THE WASTEWATER TREATMENT PLANT**

WHEREAS, on September 24, 2024, the Township of Berkeley Heights adopted Resolution 229-2024, authorizing a contract award to Sovereign Consulting, for the provision of Micro C and Magnesium Hydroxide Chemical Feed Systems for the Wastewater Treatment Plant, in an amount not to exceed \$986,500.00; and

WHEREAS, the Township wishes to amend Resolution 229-2024 to reflect a \$7,000.00 reduction in the contract award amount, bringing the amended total amount to \$979,500.00; and

WHEREAS, the work on the Micro C and Magnesium Hydroxide Chemical Feed System contracted to Sovereign Consulting was originally anticipated to complete around October of 2025, but the Township would like to extend the completion date through December 31, 2025.

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 Sovereign Consulting, for the provision of Micro C and Magnesium Hydroxide Chemical Feed Systems for the Wastewater Treatment Plant to reflect the amended contract amount not to exceed \$979,500.00, and contract term through December 31, 2025.
3. The Township Clerk is authorized to respectively execute, and attest to, all documents necessary to effectuate said agreement.
4. The Township Clerk shall publish a notice of this action pursuant to law.
5. This Resolution shall take effect immediately.

Approved this 7th day of October, 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 OF THE TOWNSHIP OF BERKELEY HEIGHTS
AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
NW FINANCIAL GROUP, LLC FOR REDEVELOPMENT FINANCIAL
CONSULTANT SERVICES**

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 areas in need of redevelopment; and

WHEREAS, the Township of Berkeley Heights (the “**Township**”), a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”) to enter into contracts as deemed necessary for the efficient operation of the Township; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Township requires the services of an experienced financial consultant in connection with the potential redevelopment of Block 3701, Lot 1 on the official tax maps of the Township (the “**Development Parcel**”); and

WHEREAS, NW Financial Group, LLC (“**NW Financial**”) submitted a proposal to the Township dated September 30, 2025 (the “**Proposal**”), to provide redevelopment financial consultant services, including, but not limited to, cost and benefit analyses of complex financial matters, preparation of financial reports and fiscal impact studies, and provision of financial solutions in connection with the potential redevelopment of the Development Parcel (the “**Financial Services**”); and

WHEREAS, the Township wishes to enter into a Professional Service Agreement with NW Financial for the Financial Services (the “**Agreement**”), for a term not to exceed one (1) year, in accordance with the rates as set forth in the Proposal, for a total contract amount not-to-exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00); and

WHEREAS, pursuant to *N.J.S.A. 40A:11-3*, the total cost of the Financial Services shall not exceed the Township’s bid threshold and therefore, the Township may award the Agreement without public advertising for bids; and

WHEREAS, the Township hereby certifies that it has funds available for such costs by virtue of the escrow previously established and funded as of August 7, 2025, which escrow is subject to replenishment in the event the cost of the Financial Services exceeds the amount of such escrow at any time.

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 recitals hereto are hereby incorporated herein as if set forth at length.

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

RESOLUTION

Section 2. The Township Council of the Township hereby authorizes the Agreement with NW Financial for performance of the Financial Services for a total contract amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) and for a term to expire one year following the effective date of such Agreement.

Section 3. The Mayor of the Township and the Township Clerk are hereby authorized to execute the Agreement authorized herein and to execute any and all documents necessary to effectuate the transaction contemplated by this Resolution, in consultation with counsel.

Section 4. This resolution shall take effect immediately.

Approved this 7th day of October, 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, after the proper advertisement of same, pursuant to the Local Public Contracts Laws, N.J.S.A. 40A:11-1 et seq., the Township of Berkeley Heights received sealed bids, on September 10, 2025, for **2025-2026 Snow Removal Services & Equipment**; and

WHEREAS, the Director of Public Works has recommended that the lowest responsible bid be awarded to **Messercola Excavating Co., Inc.**, of 549 E. 3rd Street, Plainfield NJ 07060, for submitted bid rate; and

WHEREAS, the Township Council has determined that it is in the best interest to accept the bid proposal and execute a contract for **2025-2026 Snow Removal Services & Equipment**, with the lowest responsible bidder, **Messercola Excavating Co., Inc.**, for **\$158.00 per hour, per vehicle, in the amount not to exceed \$65,000.00**; and

WHEREAS, the public advertisement, the receipt of public bids and the award of the contract to the lowest responsible bidder, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., for **2025-2026 Snow Removal Services & Equipment**, constitutes a Fair and Open Process pursuant to the Local Pay to Play Law, N.J.S.A. 19:44A:20.5, et seq.

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

1. The appropriate municipal officials are hereby authorized to accept the bid submitted and execute a contract with the lowest responsible bidder, **Messercola Excavating Co., Inc.**, for **2025-2026 Snow Removal Services & Equipment** for **\$158.00 per hour, per vehicle, in the amount not to exceed \$65,000.00**.
2. The Township Clerk shall advertise the award of this contract in accordance with law.
3. The Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$65,000.00** in account # **5-01-26-300-028, SNOW – Professional Services**.
4. This resolution shall take effect upon publication and pursuant to law.

Approved this 7th day of October, 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, after the proper advertisement of same, pursuant to the Local Public Contracts Laws, N.J.S.A. 40A:11-1 et seq., the Township of Berkeley Heights received sealed bids on September 30, 2025, for the **Improvements to Middle Way & Winchip Road (UCIT Funded)** project; and

WHEREAS, the Township Engineer, Neglia Group, has provided a summary of the bid results and has recommended that the lowest responsible bid be awarded to **Portofino Builders, LLC**, 69 Irwin Street, Springfield, NJ ("Portofino Builders "); and

WHEREAS, the Township Council has determined that it is in the best interest to accept the bid proposal and execute a contract for the **Improvements to Middle Way & Winchip Road (UCIT Funded)** project, with the lowest responsible bidder, **Portofino Builders, LLC**, in an amount not to exceed **\$263,905.75** for Base Bid and Alternate Bid; and

WHEREAS, the public advertisement, the receipt of public bids and the award of the contract to the lowest responsible bidder, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., for the **Improvements to Middle Way & Winchip Road (UCIT Funded)** project, constitutes a Fair and Open Process pursuant to the Local Pay to Play Law, N.J.S.A. 19:44A:20.5, et seq.

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

1. The appropriate municipal officials are hereby authorized to accept the bid submitted and execute a contract with the lowest responsible bidder, **Portofino Builders, LLC**, for the **Improvements to Middle Way & Winchip Road (UCIT Funded)** project in the amount not to exceed **\$263,905.75**.
2. The Township Clerk shall advertise the award of this contract in accordance with law.
3. The Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$263,905.75** as follows:

Account Number	Amount	Description
C-04-25-019-AOO	\$ 855.29	Ord 25 -19 Road Improvements
C-04-25-026-00A	203,050 .46	Ord 25-26 Road Improvements
G-02-20- 165- 225	60,000.00	Union County Infrastructure 2025

4. This resolution shall take effect upon publication and pursuant to law.

Approved this 7th day of October, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

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

RESOLUTION

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Berkeley Heights, in the County of Union, and the State of New Jersey that the Shared Services Agreement with the Berkeley Heights Board of Education for the provision of vehicular maintenance services, for a term from September 1, 2025 through August 31, 2028, for the Board of Education's vehicles be and hereby is approved; and that the Mayor and Township Clerk are authorized and directed to execute the Agreement in substantially the form attached hereto.

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

BE IT FURTHER RESOLVED that this Resolution shall be ratified back to September 1, 2025.

Approved this 7th day of October, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

**BERKELEY HEIGHTS
BOARD OF EDUCATION**

Jennifer Nicholson
Business Administrator/Board Secretary

The Berkeley Heights Board of Education held a Meeting on Thursday, September 18, 2025, in the Governor Livingston High School Cafeteria. The meeting was called to order by the Board President, Ms. Gale Bradford at 6:30 pm.

The following resolution was adopted by the Berkeley Heights Board of Education:

FINANCE

Resolutions A-O: All Board members. Resolution P: Berkeley Heights Only

H. APPROVE SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF BERKELEY HEIGHTS FOR VEHICLE MAINTENANCE

RESOLVED that the Berkeley Heights Board of Education, upon the recommendation of the Superintendent and School Business Administrator, approves a three year agreement with the Township of Berkeley Heights for Vehicular Maintenance effective September 1, 2025 through August 30, 2028. (*Attachment K*)

Motion to Approve Finance Resolutions A-O: All Board Members. Resolutions P: Berkeley Heights only.

MOTION by: Mrs. Joly

SECOND by: Mrs. Terrero

ROLL CALL: Mrs. Stanley, Ms. Bradford, Mrs. Terrero- *All Ayes*

Mrs. Akiri- *Aye to Resolutions A-B & Resolutions D-P; Nay to Resolution C and
Chk #212340, Chk#212438, Chk#212756 & Chk# 212630*

Dr. Foregger, Mrs. Joly- *Aye to Resolutions A-P; Nay to Chk #212340, Chk#212438,
Chk#212756 & Chk# 212630*

Motion Passes. Chk #212340, Chk #212438, Chk #212756 & Chk #212630 Fail.

I certify that the above is a true and accurate copy of the resolution adopted by the Berkeley Heights Board of Education at its Regular Meeting held September 18, 2025.

Jennifer Nicholson
Business Administrator/Board Secretary

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

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

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

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

TOWNSHIP OF BERKELEY HEIGHTS

Angela Lazzari
Township Clerk

Angie D. Devanney
Mayor

Date: _____

ATTEST:

BERKELEY HEIGHTS BOARD OF EDUCATION

Jennifer Nicholson
School Business Administrator/
Board Secretary

Gale Bradford
President, Board of Education

Date: _____

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

RESOLUTION

**RESOLUTION AMENDING RESOLUTION 2025-23 WHICH AWARDED A PROFESSIONAL SERVICES
AGREEMENT TO HARBOR CONSULTANTS FOR AFFORDABLE HOUSING PLANNER SERVICES**

WHEREAS, on January 7, 2025, the Township of Berkeley Heights adopted Resolution 2025-23, awarding a professional services agreement to Harbor Consultants for Affordable Housing Services; and

WHEREAS, the Township wishes to amend Resolution 2025-23 to reflect an increase of \$25,000.00 in the contract amount, bringing the amended total amount to \$75,000.00.

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: H-13-40-401-401, AFFORDABLE HOUSING-ADMIN EXPENSES, for an amount of \$25,000.00.

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 Harbor Consultants for Affordable Housing services at a total cost not to exceed \$75,000.00.
3. The Township Clerk is authorized to respectively execute, and attest to, all documents necessary to effectuate said agreement.
4. The Township Clerk shall publish a notice of this action pursuant to law.
5. This Resolution shall take effect immediately.

Approved this 7th day of October, 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 #2025-232

**RESOLUTION AUTHORIZING THE AWARD OF A GOODS AND SERVICES CONTRACT TO SJC LAWN CARE
FOR TREE WATERING SERVICES**

WHEREAS, the Township of Berkeley Heights is in need of tree watering services for a number of trees planted in 2025 and 2024; and

WHEREAS, **SJC Lawncare, Inc.**, of 305 Elizabeth Avenue, Cranford, New Jersey provided a proposal for watering services, **\$25.00 per tree**, as part of their response to the Township of Berkeley Heights Request for Proposals (hereinafter, "RFP") due March 25, 2025, at 10:00 a.m. for Tree Planting, Watering and related services; and

WHEREAS, the Township wishes to enter into a contract with **SJC Lawncare, Inc.**, of 305 Elizabeth Avenue, Cranford, New Jersey, to provide six (6) tree waterings, each of which to include 200 trees, at a rate of \$25.00 per tree, for a total amount not to exceed ~~\$30,000.00~~ **\$43,500.00**; and

WHEREAS, this contract is for an amount over \$17,500.00 and is being awarded pursuant to a "Non-Fair and Open Process" pursuant to N.J.S.A. 19:44A-20.5; and

WHEREAS, **SJC Lawncare, Inc.**, has completed and submitted a Business Entity Disclosure Certification, which certifies that **SJC Lawncare, Inc.** has not made any reportable contributions to a political or a candidate committee in the Township of Berkeley Heights in the previous one (1) year prior to award, and that the contract will prohibit **SJC Lawncare, Inc.** from making any reportable contributions through the term of the contract.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the Township of Berkeley Heights, County of Union, New Jersey, that the Mayor is hereby authorized and directed on behalf of the Township of Berkeley Heights to enter into and execute a contract with **SJC Lawncare, Inc.** to provide six (6) tree waterings, each of which to include 200 trees, at a rate of \$25.00 per tree, for a total amount not to exceed ~~\$30,000.00~~ **\$43,500.00**.

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 ~~\$30,000.00~~ **\$43,500.00** from account # **G-02-20-165-450 - NJDEP RGGI Natural Climate Solutions**.

Approved this 7th day of October, 2025.

ATTEST:

Angela Lazzari
Township Clerk, RMC

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

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

**RESOLUTION AMENDING RESOLUTION 2025-209 WHICH AUTHORIZED A CONTRACT WITH PROCESS
EQUIPMENT SALES AND SERVICE, INC. FOR THE REPLACEMENT OF MIXER UNITS AT THE
WASTEWATER TREATMENT PLANT**

WHEREAS, on June 26, 2025, the Township of Berkeley Heights adopted Resolution 2025-209, authorizing a contract award to Process Equipment Sales and Service, Inc., for the replacement of three (3) mixers at the Wastewater Treatment Plant, in an amount not to exceed \$223,000.00; and

WHEREAS, the Township wishes to amend Resolution 2025-209 to reflect an increase of \$4,090.00 in the contract amount, bringing the amended total amount to \$227,090.00.

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 PROCESS EQUIPMENT SALES AND SERVICE, INC., for the replacement of three (3) mixers at the Wastewater Treatment Plant at a total cost not to exceed \$227,090.00.
3. The Township Clerk shall publish a notice of this action pursuant to law.
4. This Resolution shall take effect immediately.

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 \$4,090.00 as follows:

Account Number	Amount	Description
5-01-26-295-030	\$ 212.24	SEWER - Materials & Supplies
C-04-08-022-001	3,556.14	ORD 22-08 MODIFICATION TO SEWER PLANT
C-04-17-021-004	297.87	Wastewater Treatment Plant Facilities
C-04-18-009-007	23.75	WWTP Equipment

Approved this 7th day of October, 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, pursuant to N.J.S.A. 40A:11-5.1(dd), may by resolution and without advertising for bids, enter into a contract for the provision or performance of goods or services for the support or maintenance of proprietary computer hardware and software, except that this provision shall not be utilized to acquire or upgrade non-proprietary hardware or to acquire or update non-proprietary software;

WHEREAS, the Township of Berkeley Heights, pursuant to N.J.S.A. 40A:11-15.5, may authorize a contract for goods or services awarded for the provision of Data processing services for a duration not more than seven years; and

WHEREAS, the Township of Berkeley Heights currently utilizes **Spatial Data Logic LLC** municipal management software and wishes to continue to utilize these services; and

WHEREAS, Spatial Data Logic LLC has provided a proposal dated September 6, 2025 for a 3-year subscription for the licensing of 17 seats with hosting and ipads.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of Berkeley Heights authorizes the execution of a contract with **Spatial Data Logic LLC**, 200 Connell Drive, Suite 1000, Berkeley Heights, NJ 07922 for a 3-year term from November 1, 2025 through October 31, 2028, for the licensing of 17 seats with hosting and ipads in amount not to exceed **\$46,646.67 per year, for a total contract amount not to exceed \$139,940.01.**

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 **\$46,646.67** from account # **5-01-22-195-038, CODE ENF - Data Processing**, for year 1. The funds for Year 2 and Year 3 are subject to the availability of funds in each budget year.

Approved this 7th day of October, 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, as part of the "Safer Sidewalks for Springfield Avenue Transit Access Project" the Township of Berkeley Heights has secured grant funds from the Safe Streets to Transit FY2024 program from the New Jersey Department of Transportation; and

WHEREAS, the Springfield Avenue project entails improving sidewalks along Springfield Avenue on the West side of Berkeley Heights, repairing curbing, reconstructing curb ramps to be A.D.A. compliant, street light installation, and other improvements; and

WHEREAS, the Township wishes to solicit bids for the construction phase the Safer Sidewalks for Springfield Avenue Transit Access Project.

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 construction of the Safer Sidewalks for Springfield Avenue Transit Access Project.

Approved this 7th day of October, 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 Berkeley Heights Fire Department has requested permission to close Hamilton Avenue, west of Roosevelt Avenue, on October 25, 2025, from 6:00 a.m. to 4:00 p.m. to allow for hose testing; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey authorizes the closure of Hamilton Avenue, west of Roosevelt Avenue, on October 25, 2025, from 6:00 a.m. to 4:00 p.m. to allow the Berkeley Heights Fire Department to test hoses; provided that it complies with all conditions imposed by the Township Police Department and Rescue Squad.

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

Approved this 7th day of October, 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
503/1C.1/C	649 SPRINGFIELD AV	GTWBH LLC	\$2,000.44	2025	10

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

Approved this 7th, OCTOBER, 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 **BERKELEY HEIGHTS PUBLIC LIBRARY**, for a **five (5) year term**.

NAME	MEMBER TYPE	EXPIRATION
Athena Sapir	General	12/31/2029
Chris Reilly	General	12/31/2029

Approved this 7th day of October, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

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

RESOLUTION

WHEREAS, a request was made requesting permission from the Township Council to hold a neighborhood block party on **Beech Avenue**, between Sycamore Avenue and Pine Grove Road, on **Friday, October 31, 2025**, from **5:00 p.m. - 10:00 p.m.** which would involve erecting barricades on a public street; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that it does hereby approve a neighborhood block party on **Beech Avenue**, between Sycamore Avenue and Pine Grove Road, on **Friday, October 31, 2025**, from **5:00 p.m. - 10:00 p.m.**

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

Approved this 7th day of October, 2025.

ATTEST:

Angela Lazzari, RMC
Township Clerk

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

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

RESOLUTION

WHEREAS, a request was made requesting permission from the Township Council to hold a neighborhood block party on **Cromwell Court**, between Chaucer Drive and York Place, on **Saturday, October 25, 2025**, from **1:00 p.m. - 7:30 p.m.**, with a rain date of Saturday, November 1st, which would involve erecting barricades on a public street; and

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

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that it does hereby approve a neighborhood block party on **Cromwell Court**, between Chaucer Drive and York Place, on **Saturday, October 25, 2025**, from **1:00 p.m. - 7:30 p.m.**, with a rain date of Saturday, November 1st.

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

Approved this 7th day of October, 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, Garden State Fireworks has requested permission to hold a fireworks display on **October 10, 2025**, at **Veterans Memorial Park**, at 7:30 p.m. In the event of rain this resolution will be extended for 10 days; and

WHEREAS, the Township Council believes that it is appropriate to grant permission for such displays under the normal terms and conditions.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that permission is granted to Garden State Fireworks to hold the forementioned fireworks display as requested provided that it satisfies all comments and concerns, if any, of the Rescue Squad, Fire Department and Police Department raised prior to, or on the night of the display including any raised as a result of the weather conditions at the time of the display.

Copies of this resolution are to be forwarded to Garden State Fireworks and Fire Department.

Approved this 7th day of October, 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, Union County, New Jersey, that **Jake Couto** is appointed to the Active Roster of the Berkeley Heights Volunteer Fire Department, based upon the recommendation letter from the Fire Chief dated September 28, 2025.

BE IT FURTHER RESOLVED that this appointment shall be effective October 12, 2025.

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

Approved this 7th day of October, 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 APPROVING SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A
GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION
FOR THE RESILIENT NJ: REGIONAL ASSISTANCE PROGRAM**

WHEREAS, the New Jersey Department of Environmental Protection (NJDEP) has established the Resilient NJ: Regional Assistance Program to fund regional climate resilience planning grants; and

WHEREAS, the Township of Berkeley Heights is eligible to apply for these grant funds and desires to enter into a grant agreement with the NJDEP; and

WHEREAS, the applicant has organized with adjacent municipalities to form a multi-municipal region for the purpose of this grant application, including New Providence, Long Hill and Summit; and

WHEREAS, the grant application will identify the project to be undertaken as one that develops an regional resiliency and action plan to help combat area flooding due to the Passaic River; and

WHEREAS, Berkeley Heights will officially serve as the “prime” applicant for this project.

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

1. The Township Administrator, on behalf of the Township of Berkeley Heights, is hereby authorized to submit a grant application to the NJDEP for the Resilient NJ: Regional Assistance Program.
2. Upon notification of the receipt of the grant award in connection with this application, the Mayor and/or her designee is hereby authorized to enter into and execute grant documents and expend the grant award for the above-referenced purpose.

Approved this 7th day of October, 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 DISQUALIFYING D.L.S. CONTRACTING, INC.'S BID FOR THE IMPROVEMENTS TO MIDDLE WAY & WINCHIP ROAD (UCIT FUNDED) PROJECT

WHEREAS, after the proper advertisement of same, pursuant to the Local Public Contracts Laws, N.J.S.A. 40A:11-1 et seq., the Township of Berkeley Heights received bids for the **Improvements to Middle Way & Winchip Road (UCIT Funded)** project; and

WHEREAS, the Request for Proposal required that bids be either mailed directly, or hand delivered directly to Ana P. Minkoff, Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922; and

WHEREAS, the bid from the lowest bidder, **D.L.S. Contracting, Inc.**, 36 Montesano Road, Fairfield, NJ 07004, was incorrectly addressed and incorrectly hand delivered; and

WHEREAS, the bid from **D.L.S. Contracting**, 36 Montesano Road, Fairfield, NJ 07004, is disqualified for failure to adhere to the address requirements in the Request for Proposal.

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

1. The appropriate municipal officials are hereby authorized to disqualify the bid submitted by **D.L.S. Contracting, Inc.** for the **Improvements to Middle Way & Winchip Road (UCIT Funded)** project.
2. This resolution shall take effect upon publication and pursuant to law.

Approved this 7th day of October, 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. 2025-29

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO
PROHIBIT THE SALE OF DOGS, CATS AND RABBITS BY RETAIL PET STORES IN BERKELEY
HEIGHTS**

WHEREAS, the sale of dogs, cats and rabbits are currently allowed in pet shops; and

WHEREAS, the Township of Berkeley Heights wishes to address the “puppy mill-to-pet store” pipeline by prohibiting the sale of dogs, cats, and rabbits by retail pet stores in Berkeley Heights; and

WHEREAS, this ordinance aims to protect animals from commercial breeding mills and prevent the Township of Berkeley Heights from becoming a haven for unscrupulous breeders; and

WHEREAS, this ordinance would also protect consumers from misleading sales tactics, sick puppies, disease outbreaks, and predatory puppy loans.

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

SECTION I. Title 5, “BUSINESS LICENSES AND REGULATIONS,” of the Township Code of the Township of Berkeley Heights by is hereby amended by adding the following sections as follows:

Chapter 5.10 PET STORES

5.10.010 Definitions.

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

“Retail pet store” means a commercial establishment that sells or offers for sale animals on its premises at retail.

“Sell or offer for sale” means to display for sale or to exchange for consideration, adopt out, barter, auction, trade, lease, or otherwise transfer.

“Animal rescue organization” means a non-profit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good homes.

“Animal rescue organization” does not include any entity that breeds animals or that:

ORDINANCE NO. 2025-29

(1) is located on the same premises as; (2) has any personnel in common with; (3) obtains, in exchange for payment or any other form of compensation, dogs, cats, or rabbits from; or (4) facilitates the sale of dogs, cats, or rabbits obtained from a person that breeds animals.

“Animal shelter” means a facility, whether located in or outside the State of New Jersey, that is operated by or under contract with the the Township of Berkeley Heights for the purpose of impounding or caring for seized, stray, homeless, abandoned, unwanted, or surrendered animals.

5.10.020 Prohibition on Sale of Dogs, Cats, or Rabbits by Retail Pet Stores.

- A. Notwithstanding any other provision of law to the contrary, it is unlawful for a retail pet store, as defined in Section 5.10.010, to sell or offer for sale a dog or a cat.
- B. Nothing in this section shall be construed to prohibit a retail pet store from providing space to an animal rescue organization or an animal shelter, as defined in Section A, to publicly showcase dogs, cats, or rabbits available for adoption.

5.10.030 Penalty for violation.

A retail pet store that sells or offers for sale a dog, cat, or rabbit in violation of Section 5.10.020 shall be fined by a sum of \$500. Each sale or offer for sale in violation of Section 5.10.020 shall constitute a separate offense.

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

Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						Manuel Couto						
						John Foster						
						Margaret Illis						
						Bill Machado						
						Andrew Moran						
						Susan Poage						
Introduced: October 7, 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 21, 2025												
<div style="text-align: right;"> _____ Angela Lazzari, Township Clerk </div>												

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF INTRODUCTION

Ordinance 2025-29

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO
PROHIBIT THE SALE OF DOGS, CATS AND RABBITS BY RETAIL PET STORES IN BERKELEY
HEIGHTS**

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 **October 7, 2025** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **October 21, 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. 2025-30

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO AMEND
CHAPTER 2.28 TO RENAME THE CERTIFIED MUNICIPAL FINANCE OFFICER AND QUALIFIED
PURCHASING AGENT POSITIONS**

WHEREAS, the Township of Berkeley Heights desires to amend various sections of Chapter 2.28 entitled "CERTIFIED MUNICIPAL FINANCE OFFICER."

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

SECTION I. Chapter 2.28, "CERTIFIED MUNICIPAL FINANCE OFFICER," of the Township Code of the Township of Berkeley Heights by is hereby amended as follows (additions are written thusly and deletions are written ~~thusly~~):

Chapter 2.28, CHIEF FINANCIAL OFFICER ~~CERTIFIED MUNICIPAL FINANCE OFFICER~~

2.28.010 Chief Financial Officer ~~Certified Municipal Finance Officer~~.

- A. There shall be a ~~certified municipal finance officer (CMFO)~~ Chief Financial Officer (CFO) of the township appointed by the mayor with the advice and consent of the council. The term of appointment shall be for four years commencing on January 1st of the year in which the appointment is made. The compensation for this position shall be set forth in the salary ordinance under the title ~~CMFO~~ Chief Financial Officer. The person appointed to this position must hold ~~all required licenses and certifications required for a CMFO~~ a valid Municipal Finance Officer Certificate. Tenure in the position shall be determined in accordance with all statutes establishing tenure for a ~~CMFO~~ Chief Financial Officer. The person appointed to this position shall be qualified by education and experience to perform all of the duties of the position.
- B. Duties. Upon appointment as ~~CMFO~~ Chief Financial Officer of the township the person so appointed shall have the following duties and responsibilities in addition to any which may be imposed upon such person by the state of New Jersey:
1. Serve as the ~~CMFO~~ Chief Financial Officer as provided by statute, N.J.S.A. 40A:9-140.10 and N.J.A.C. 5:23-1.1, et seq.;
 2. Ensure compliance with all statutes, rules, regulations, and directives pertaining to financial administration and such other duties assigned by law to the Chief Financial Officer.
 - ~~23.~~ Keep and maintain the books and records of all financial transactions of the township in accordance with the standards and requirements of the state of New Jersey, Division of Local Government Services;

ORDINANCE NO. 2025-30

- ~~34.~~ Have custody of all public moneys, investments or invested funds of the township or in its possession in a fiduciary capacity, except as otherwise provided by law;
- ~~45.~~ Have custody of all bonds and notes for transfer, registration or exchange;
- ~~56.~~ Deposit all moneys not required for current operations in interest-bearing accounts or, upon analysis of the township's cash flow requirements, undertake a program of investments of such temporarily idle municipal funds, applying the interest therefrom to the general fund. All such investments shall be in accordance with the rules and regulations of the division of local government services;
- ~~67.~~ Report to the mayor and council monthly on all receipts, expenditures, commitments and unencumbered appropriation balances;
- ~~78.~~ Compile and submit to the mayor and council a true and full account of the receipts of the treasurer's office and the expenditures during the year and of the state of the municipal treasury at the close of the fiscal year;
- ~~89.~~ Submit, pursuant to law, an annual financial report after the close of the fiscal year;
- ~~910.~~ Under the direction of the council prepare the annual operating budget and assist in the development of the capital program budget;
- ~~1011.~~ Assist the township administrator in the administration of the annual operating budget and the financial operations of every municipal agency;
- ~~1112.~~ Manage the township's debt to ensure the prompt payment of principal and interest due;
- ~~1213.~~ Develop and recommend to the council financial policies to safeguard the township's financial interests to the fullest extent;
- ~~1314.~~ Supervise the preparation of the township's payroll and serve as certifying agent for all applicable retirement, pension and benefit programs;
- ~~1415.~~ Make certifications as to the availability of funds as required by law;
- ~~1516.~~ Serve as the purchasing officer of the township and supervise the purchase of all materials, goods and services by all municipal agencies, except when an individual has been appointed or designated to serve as ~~Qualified~~ Purchasing Agent pursuant to Section 2.28.030 of this Code. When possible, the ~~CMFO~~ **Chief Financial Officer** should hold a certified Qualified Purchasing Agent (QPA) license;
- ~~1617.~~ Have such other duties as the mayor and council may direct.

- C. **If the chief financial officer is also a Certified Tax Collector, upon** ~~Upon~~ resolution of the council, the ~~CMFO~~ **Chief Financial Officer** may also serve as the tax collector of the township, performing such duties as are assigned to the tax collector by the provisions of this code and by law. In the event that the same person is appointed to the positions of both ~~CMFO~~ **Chief Financial Officer** and tax collector, the council may, by resolution, elect, but is not required to, join the title of the positions and the compensation for the combined positions shall be as set forth in the salary ordinance for the combined positions. The combination of the positions, however, shall not affect the tenure terms of the positions separately and the township shall retain the right to make separate

ORDINANCE NO. 2025-30

appointments to each position upon the expiration of the term thereof. Tenure in this position shall be determined in accordance with the statutory requirements.

2.28.020 Assistant Finance Officer/Assistant Tax Collector.

The mayor may appoint such assistants to the ~~CMEF~~ Chief Financial Officer and/or the tax collector as deemed appropriate and any person so appointed shall have and exercise all the duties and authority of the person to whom they are an assistant during the absence or disability of such person and such other duties as may be assigned by the mayor and council. The compensation for such a position shall be as set forth in the salary ordinance. A person may be appointed to serve as assistant to both the ~~CMEF~~ Chief Financial Officer and tax collector.

2.28.030 ~~Qualified~~ Purchasing Agent.

- A. There is hereby created the position of ~~Qualified~~ Purchasing Agent (QPA) for the Township of Berkeley Heights.
- B. The ~~QPA Purchasing Agent~~ may be hired on a full-time or part-time basis, may be designated from among existing Township personnel qualified to hold the position, may be retained as an independent contractor, shared service, or may be an individual employed by another contracting unit designated through a shared services agreement with the Township.
- C. In the event the Township's ~~CMEF~~ Chief Financial Officer possesses the qualifications for the position set forth within paragraph E hereinbelow, and in the absence of any other action by the Mayor and Council to appoint a ~~QPA Purchasing Agent~~ pursuant to this Section 2.28.030, then the ~~CMEF~~ Chief Financial Officer shall serve as the Township's Purchasing Agent until such time as another individual is duly appointed to the position.
- D. The ~~QPA Purchasing Agent~~ shall be appointed by the ~~Mayor~~ Mayor with the advice and consent of the Township Council.
- E. The ~~QPA Purchasing Agent~~ is required to possess a valid Qualified Purchasing Agent certificate, as issued by the New Jersey Division of Local Government Services, within the Department of Community Affairs.
- F. The ~~QPA Purchasing Agent~~ shall, in accordance with the Local Public Contracts Law (N.J.S.A. 40A:11-1, et seq.), have the authority, responsibility and accountability for the Township's purchasing activity to: prepare public advertising for and to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts; award contracts pursuant to New Jersey law in accordance with the regulations, forms and procedures promulgated by state regulatory agencies and the Township of Berkeley Heights; and, conduct any activities as may be necessary or appropriate to the purchasing function of the Township of Berkeley Heights.

ORDINANCE NO. 2025-30

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

Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						Manuel Couto						
						John Foster						
						Margaret Illis						
						Bill Machado						
						Andrew Moran						
						Susan Poage						
Introduced: October 7, 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 21, 2025												
<div style="text-align: right;"> _____ Angela Lazzari, Township Clerk </div>												

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF INTRODUCTION

Ordinance 2025-30

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO AMEND
CHAPTER 2.28 TO RENAME THE CERTIFIED MUNICIPAL FINANCE OFFICER AND QUALIFIED
PURCHASING AGENT POSITIONS**

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 **October 7, 2025** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **October 21, 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. 2025-31

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO UPDATE
THE PROCEDURES FOR PROCESSING BILLS FOR PAYMENT AND PURCHASING**

WHEREAS, the Township of Berkeley Heights desires to update and better define the internal procedures for processing bills and purchasing.

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

SECTION I. Chapter 3.04, "CLAIMS AGAINST THE TOWNSHIP," of the Township Code of the Township of Berkeley Heights by is hereby amended as follows (additions are written thusly and deletions are written ~~thusly~~):

Chapter 3.04 CLAIMS AGAINST THE TOWNSHIP

3.04.010 Submission of statement—Certification.

Any person claiming payment from the Township of Berkeley Heights shall first submit a detailed statement of the items or demand necessitating such claim to the responsible municipal department, division or agency and a certification of the party claiming payment that such detailed statement is correct. No bill, claim or demand shall be considered for payment unless the voucher has attached to it or includes a certification of a department head or other appropriate municipal official, or his or her duly designated representative, having personal knowledge of the facts that the goods have been received by, or the services rendered to, the Township of Berkeley Heights, and that those goods or services are authorized by an existing contract or purchase order. The Chief Financial Officer shall warrant that all such claims, bills and invoices have been reviewed and are in proper form and shall certify the availability of sufficient funds as may be required and shall further make recommendation for either payment or nonpayment of all such claims and bills.

3.04.020 Submission of claim to clerk and governing body.

The bill or claim duly certified shall be submitted to the Township Clerk for inclusion in the agenda of the next immediate formal meeting of the governing body and it shall be the duty of the ~~clerk~~ Chief Financial Officer to examine all bills or claims submitted for payment in order to ascertain if proper administrative procedures have been followed. All claims or bills to be considered by the governing body shall be listed systematically without preference and such list shall be delivered to every member of the governing body at least ~~three full days~~ 48 hours prior to formal action by that body.

ORDINANCE NO. 2025-31

3.04.030 Approval or disapproval.

Claims shall be considered by the governing body which shall approve the same, except that the governing body may reject any claim presented to it, stating the reason for such rejection. Any disapproved claim shall be referred back to the municipal clerk with such instructions as the governing body may give at the time of disapproval.

3.04.040 Recording.

It shall be the duty of the municipal clerk to record all claims in the official minutes or through an appropriate claims register, indicating that the governing body has, by formal action, approved the same with appropriate records as to any claims disapproved or rejected. All records pertaining to approved and disapproved bills or claims shall be available for public inspection.

3.04.050 Payment.

After the clerk has certified that the claims have been approved, he or she shall turn the same over to the ~~treasurer or other~~ Chief Financial Officer who shall forthwith prepare the necessary checks for the payment thereof, which such checks shall be signed by the Mayor, ~~and~~ Clerk and ~~thereafter signed by the treasurer or other~~ chief financial officer. ~~After preparing checks for the payment of claims, he or she shall record them in proper books of account.~~

SECTION II. Chapter 3.08, "PURCHASING SYSTEM," of the Township Code of the Township of Berkeley Heights by is hereby amended as follows (additions are written thusly and deletions are written ~~thusly~~):

Chapter 3.08 PURCHASING SYSTEM

3.08.010 Implementation of purchasing program.

The council shall authorize the ~~chief financial officer~~ Purchasing Agent to develop and to implement a purchasing program for the township. The Chief Financial Officer shall be responsible for prescribing and maintaining such forms as shall be reasonably necessary to ensure the smooth and efficient operation of the purchasing program.

3.08.020 ~~Contracting agent.~~ Repealed and Reserved.

~~The chief financial officer shall serve as the contracting agent for the township for such purchases that are not required to be advertised in accordance with N.J.S.A. 40A:11-3A. A. Authority to Purchase. No department has the authority to obligate the municipality or the contracting agent by contracting for goods, services or property.~~

ORDINANCE NO. 2025-31

~~B. Official Purchase Order. A purchase order is not official until signed by the contracting agent, treasurer and department head.~~

3.08.030 Establishment of procedures.

- A. With the approval of the council, the Chief Financial Officer **and Purchasing Agent** may establish procedures in order to expedite purchases of materials. These procedures will be outlined in writing to various departments and will be included in the purchasing manual.
- B. All department heads are required to keep the purchasing manual current.

3.08.040 Central encumbrance system.

A central encumbrance system shall be maintained by the chief financial officer and each department may continue to maintain records of encumbrances.

3.08.050 ~~Summary sheet of quotations~~ Quotations.

All purchase orders which are for purchases over ~~one thousand dollars (\$1,000.00)~~ **15% of the bid threshold** for items which do not require the public advertisement for bids must be accompanied by ~~a summary sheet of~~ quotations containing at least three quotations or a detailed explanation of the reasons it was not possible or practicable to secure such quotations.

3.08.060 Purchases over a certain amount.

All purchases exceeding **the bid threshold**, that amount established by N.J.S.A. 40A:11-3 (as it may be amended or supplemented from time to time) **and approved by the Township Council** as the maximum amount of any purchase for which competitive bids are not required or of items which are excluded from the requirements of that statute shall be bid as required by law unless specifically exempted. Provided, however, that purchases for over the amount set forth in, or the amount calculated by the Governor pursuant to Section 3 of P.L. 1971, c. 198 may be made without competitive bid when an emergency affecting the public health, safety or welfare requires the immediate delivery of the articles or the performance of the services provided that the provisions of N.J.S.A. 40A:11-6a are satisfied and the purchase has been approved by the ~~chief financial officer~~ **purchasing agent**.

3.08.070 Confirming purchase orders.

Confirming purchase orders are not to be used except in the case of **declared** emergencies.

3.08.080 Written contracts or agreements.

All contracts or agreements for the delivery of goods or the performance of services shall be in writing.

ORDINANCE NO. 2025-31

3.08.090 Petty cash.

Petty cash purchases shall not exceed one hundred dollars (\$100.00).

3.08.100 Specifications.

Specifications for bids or quotations shall be prepared by the appropriate department head and may be subject to review by the township attorney for legal sufficiency.

3.08.110 Certification of availability of funds.

A certificate of the availability of funds shall be provided for all purchases or contracts subjected to such requirement by the provisions of the New Jersey Administrative Code.

3.08.120 Exercise of purchasing authority.

In the absence of the **Purchasing Agent and** Chief Financial Officer, the township clerk may exercise the purchasing authority and assume the purchasing responsibilities during such absence.

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

Angie Devanney, Mayor

Introduction						Councilperson	Final Adoption					
Moved	Sec.	Aye	Nay	Abs.	NP		Moved	Sec.	Aye	Nay	Abs.	NP
						Manuel Couto						
						John Foster						
						Margaret Illis						
						Bill Machado						
						Andrew Moran						
						Susan Poage						
Introduced: October 7, 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 21, 2025												
<div style="text-align: right;"> _____ Angela Lazzari, Township Clerk </div>												

TOWNSHIP OF BERKELEY HEIGHTS

NOTICE OF INTRODUCTION

Ordinance 2025-31

**AMENDING THE TOWNSHIP CODE FOR THE TOWNSHIP OF BERKELEY HEIGHTS TO UPDATE
THE PROCEDURES FOR PROCESSING BILLS FOR PAYMENT AND PURCHASING**

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 **October 7, 2025** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **October 21, 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**