Township of Berkeley Heights
Union County, New Jersey
January 18, 2022

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 was contained on a list of meetings set by resolution dated January 4, 2022. This meeting will not substantially go past 10:30 p.m.

COUNCIL MEMBERS:
Gentiana Brahimag
Manuel Couto – Vice President
Paul Donnelly
John Foster
Jeanne Kingsley - President
Jeff Varnerin
Angie Devanney - Mayor

AGENDA FOR PUBLIC MEETING

I. CALL TO ORDER – 7:00 p.m.

II. ROLL CALL

III. FLAG SALUTE

IV. CONFERENCE SESSION –
Mr. Vibhav Chaturvedi- Boy Scout Troop 368
ADA Compliant path at the Berkeley Heights Community Garden

V. REGULAR AGENDA

VI. HEARING ON AGENDA ITEMS ONLY:

Comments are welcome during this portion of the meeting via Zoom: http://zoom.us/s/3575747364; if you need to enter a meeting ID it is: 357-574-7364. Before making a comment, all speakers must identify their name and address. Each speaker is limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the hearing. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter’s full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.
VII. NEW BUSINESS – RESOLUTIONS OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:


2. Resolution consenting to the expansion of use of the Leased Premises to permit the collocation of additional equipment on the tower on the Leased Premises for Dish Wireless LLC. (Tower at 110 Circle View Avenue).

3. Resolution awarding a professional service contract to Santarcangelo Law, LLC., for advice and counsel pertaining to regulation of vacant and abandoned properties, code enforcement, Uniform Construction Code and Zoning matters, in an amount not to exceed $24,000.00.

4. Resolution appointing various member to the Truth, Community Healing and Inclusion Committee.

5. Resolution appointing Carolyn Sayre to the Board of health for a (3) year term, expiring on December 31, 2024.

6. Resolution authorizing Vibhav Chaturvedi of Boy Scout Troop 368, to install an ADA complaint path at the Berkeley Heights Community Garden.

7. Resolution authorizing purchase of certain goods and services through the use of the State Cooperative System.

8. Resolution authorizing the execution of a Sewer Use Agreement with the Warren Township Sewerage Authority.

9. Resolution authorizing a professional services agreement with FSD Enterprises, LLC., for consulting services for wireless telecommunications.

VIII. INTRODUCTION OF ORDINANCES:

“ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY MAKING THE PROVISIONS OF SUBTITLE 1 OF TITLE 39 OF THE REVISED STATUTES OF NEW JERSEY APPLICABLE TO THE PROPERTY LOCATED AT BLOCK 1901, LOT 35 (100 LOCUST AVENUE) AND REGULATING THE USE OF DRIVEWAYS AND PARKING LOTS THEREON BY MOTOR VEHICLES.”

IX. TOWNSHIP COUNCIL REPORTS

A. Gentiana Brahimag
B. Manuel Couto – Vice President
C. Paul Donnelly
D. John Foster
E. Jeanne Kingsley - President
F. Jeff Varnerin

ADMINISTRATION REPORTS
Mayor Devanney
Township Administrator – Liza Viana

X. CITIZENS HEARING:
Comments are welcome during this portion of the meeting via Zoom: http://zoom.us/s/3575747364; if you need to enter a meeting ID it is: 357-574-7364. Before making a comment, all speakers must identify their name and address. Each speaker is limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the hearing. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter’s full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.

XI. EXECUTIVE SESSION – 1. Attorney – Client Privilege – Municipal Complex

XII. ADJOURNMENT

Ana Minkoff, Township Clerk
Mayor's Correspondence
Dec 2021

1. NJCM – membership information for 2022
2. UC Interfaith Coordinating Council – December issue
3. UC Clerk's Office – holiday card
4. Mayor Colleen Mahr – holiday card
5. Brothers Management – holiday card
6. Associated Construction Contractors of NJ – Fall 2021 magazine
7. Victoria Drake, Administrator UC Open Space, Rec, and Historic Preservation Trust Fund – executed Kids Rec Trust/Greening UC and Preserve UC agreements
8. Debbie-Ann Anderson, Director UC Dept of Human Services – award letter for Municipal Alliance Program
9. UC Clerk – 2022 Election Calendar
10. Home For Good Dogs – donation solicitation
11. Rebecca Walsman, Colin Thomas – holiday card
12. Mayor Adrian Mapp – holiday card
13. Unni Family – holiday card
14. Dr. McMeniman, UCC president – holiday card
15. Neglia Engineering – holiday card
Correspondence received from:

- **EnviroTrac** regarding Remedial Action Report and Soils Only Response Action Outcome (cover letter only – CD on file with the Clerk’s Office);
- **Chatham Township** regarding 4 recently adopted Ordinances (28-2021 thru 31-2021).
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 01/18/2022, in the amount of $261,174.99 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 18th day of January, 2022.

ATTEST:

Ana Minkoff
Township Clerk
RESOLUTION

WHEREAS, the Township of Berkeley Heights own the property identified as Block 3401, Lot 49 on the Official tax map of the Township of Berkeley Heights (the “Property”); and

WHEREAS, pursuant to a Lease Agreement dated June 23, 1987 (the “Lease Agreement”), the Township leased a portion of the Property to Jersey Central Power & Light Company (“JCP&L”) for the construction and operation of a telecommunications tower on the Property and related facilities on the Property (the “Leased Premises”); and

WHEREAS, the Lease Agreement was thereafter amended by a First Amendment to the Lease Agreement dated January 1, 1996 (the “First Amendment”); and

WHEREAS, the Lease Agreement was thereafter further amended by a Second Amendment to Lease Agreement dated August 28, 1998 (the “Second Amendment”); and

WHEREAS, pursuant to the terms of the Lease Agreement, as amended by the First Amendment and Second Amendment, prior to JCP&L expanding the use of the Leased Premises, including any additional subleases and collocations of additional antennae on the tower, the Township must consent to same by way of Resolution; and

WHEREAS, also pursuant to Section 7.1.5J.3 of the Township Land Use Ordinances “additional users may be authorized by the Town Council to erect antennae on the tower in locations previously approved”; and

WHEREAS, Diamond Communications, on behalf of JCP&L, has requested the Township’s consent for the collocation of additional equipment on the tower on the Leased Premises for Dish Wireless LLC; and

WHEREAS, the Township Council of the Township of Berkeley Heights finds it to be in the best interest of the Township to consent to the additional collocation for Dish Wireless LLC, pursuant to the terms and conditions of the Lease Agreement, as amended by the First Amendment and the Second Amendment, and applicable Township ordinances.

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 the Township hereby consents to the expansion of use of the Leased Premises to permit the collocation of additional equipment on the tower on the Leased Premises for Dish Wireless LLC, for an additional monthly rent in the amount of $1,050 pursuant to the terms and
conditions of the Lease Agreement, as amended by the First Amendment and Second Amendment, applicable Township ordinances, along with the terms and conditions of all required municipal approvals, including, without limitation, zoning permit approval.

BE IT FURTHER RESOLVED that the consent provided herein shall not obviate the necessity of JCP&L or its successors or assigns, to secure all other relevant municipal or other governmental approvals for such expansion and collocation, including, without limitation, Planning Board or Board of Adjustment approvals to the extent legally required.

BE IT FURTHER RESOLVED that the Township, as owner of the Property, hereby consents to the filing of the applications for any such approval required in connection with the expansion and collocation of the Leased Premises herein provided.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to Diamond Communications and JCP&L.

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

APPROVED this 18th day of January, 2022.

ATTEST:

__________________________
Ana Minkoff
Township Clerk
A RESOLUTION AWARDING A PROFESSIONAL SERVICE CONTRACT TO
SANTARCANGELO LAW, LLC. FOR ADVICE AND COUNSEL PERTAINING TO
REGULATION OF VACANT AND ABANDONED PROPERTIES, CODE
ENFORCEMENT, UNIFORM CONSTRUCTION CODE AND ZONING MATTERS

WHEREAS, the Township of Berkeley Heights is in need of contracting for
professional services for advice and counsel, litigation and related work pertaining to
regulation of vacant and abandoned properties, code enforcement, uniform construction code
and zoning matters; and

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

WHEREAS, Santarcangelo Law provided a proposal dated January 7, 2022, to
provide the needed services in an amount not to exceed $24,000.00; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township
of Berkeley Heights that the Mayor of the Township of Berkeley Heights are hereby
authorized to execute and attest to an agreement with Santarcangelo Law, LLC. for the
preparation for professional services for advice and counsel, litigation and related work
pertaining to regulation of vacant and abandoned properties, code enforcement, uniform
construction code and zoning matters, in an amount not to exceed $24,000.00, pursuant to a
proposal dated January 7, 2022. This contract is awarded without competitive bids as a
“professional services contract” in accordance with N.J.S.A. 40A:11-5 (1)(a)(I) of the Local
Public Contract Law and pursuant to a Fair and Open process in accordance with the New
Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et seq.; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer has issued a
Certificate of Available Funds which is incorporated herein by reference, for an amount not
to exceed $24,000.00.

Approved this 18th day of January, 2022.

ATTEST:

________________________________________
Ana Minkoff, Township Clerk
Certification of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-5.1 et seq., and any other applicable requirement, I, Eugenia Poulos, Chief Finance Officer of the Township of Berkeley Heights have ascertained that, upon adoption of this resolution, there will be available, sufficient and uncommitted appropriations to execute a contract with Santarcangelo Law, LLC, in an amount not to exceed from the following account, $25,000.00 from 2-01-22-725-028, subject to the approval of the 2022 budget.

Eugenia Poulos
Chief Financial Officer
TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY

RESOLUTION

IT IS 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 Truth, Community Healing and Inclusion Committee.

TRUTH, COMMUNITY HEALING AND INCLUSION COMMITTEE

<table>
<thead>
<tr>
<th>Name</th>
<th>Term</th>
<th>Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fr. Andy Prachar</td>
<td>(1) year term</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>John DiPasquale</td>
<td>(1) year term</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Jason Massimino</td>
<td>(1) year term</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Tiffany Escott</td>
<td>(1) year term</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Alexis Jenkins</td>
<td>(2) year term</td>
<td>12/31/2023</td>
</tr>
<tr>
<td>Vani Chitturi</td>
<td>(3) year term</td>
<td>12/31/2024</td>
</tr>
<tr>
<td>Dennis Kim</td>
<td>(3) year term</td>
<td>12/31/2024</td>
</tr>
</tbody>
</table>

APPROVED this 18th day of January, 2022.

ATTEST:

Ana Minkoff
Township Clerk
TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY

RESOLUTION

IT IS 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 Board of Health:

BOARD OF HEALTH

Carolyn Sayre - (3) year term expires 12/31/2024

APPROVED this 18th day of January, 2022.

ATTEST:

Ana Minkoff
Township Clerk
Agenda Item No.: 6

TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, on January 18, 2022, Vibhav Chaturvedi of Boy Scout Troop 368 made a presentation before the Mayor and Township Council of the Township of Berkeley Heights for the construction of an ADA compliant path, to increase accessibility to the Berkeley Heights Community Garden with his Eagle Scout candidacy; and

WHEREAS, working with the Historical Preservation Committee and the Environmental Commission, Mr. Chaturvedi proposes to install and ADA compliant pathway from the driveway to the Berkeley Heights Community Garden at the Littel-Lord site on Horseshoe Road; and

WHEREAS, as part of the project, Mr. Chaturvedi is donating time, labor and material for the installation of the ADA compliant path to the Township; and

WHEREAS, at the end of Mr. Chaturvedi’s presentation, the Mayor and Township Council voted to authorize and consent to Mr. Chaturvedi’s ADA compliant path at the Community Garden; and

WHEREAS, pursuant to N.J.S.A. 40A:5-29, the Township is authorized to accept bequests, legacies and gifts made to it and is empowered to utilize such bequests, legacies and gifts in the manner set forth in the conditions of same; and

WHEREAS, prior to the performance of any work for the installation of the ADA compliant path, each individual or the Boy Scout organization shall execute a Release and Hold Harmless Agreement with the Township, indemnifying the Township from any and all liability resulting from the donated labor, service and equipment for the project; and

WHEREAS, the Township Council finds it in the best interest of the Township to accept the donation from the project, and to authorize Mr. Chaturvedi to complete the project.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, that the Township of Berkeley Heights hereby authorizes Vibhav Chaturvedi of Boy Scout Troop 368, to install an ADA compliant path at the Berkeley Heights Community Garden in connection with his Eagle Scout candidacy. Prior to the installation of the ADA compliant path, located on Township property, the Township Engineer and Zoning Officer, and Construction Official, shall be contacted to review and approve the installation.
BE IT FURTHER RESOLVED that the Township of Berkeley Heights hereby accepts the donation of the ADA compliant path at the Berkeley Heights Community Garden, and thank Mr. Chaturverdi and the Boy Scouts for their generous donation and contribution to the Township.

BE IT FURTHER RESOLVED that the Township Clerk, Township Administrator, and appropriate staff and professionals is authorized to take all required actions to accept the donations and determine the appropriate use of same.

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

APPROVED this 18th day of January, 2022

ATTEST:

Ana Minkoff
Township Clerk
RESOLUTION AUTHORIZING PURCHASE OF CERTAIN GOODS AND SERVICES THROUGH THE USE OF THE STATE COOPERATIVE SYSTEM

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

WHEREAS, the State of New Jersey (State) has awarded contracts to various vendors as lowest responsible, responsive bidders for State Cooperative Pricing contracts; and,

WHEREAS, the Township wishes to facilitate the purchase of goods and services by way of resolution for the purchase of items which are regularly used in connection with the Township’s provision of services to the residents; and,

WHEREAS, the Township of Berkeley Heights desires to authorize the purchase of such items during the 2022 calendar year through approved State contract vendors whether or not the cost of such items either individually or in the aggregate may exceed the prevailing bid threshold; and,

WHEREAS, the Township seeks to use the goods and services of the following State contract vendor:

<table>
<thead>
<tr>
<th>Contract</th>
<th>Vendor Name</th>
<th>Contract #</th>
<th>Commodity</th>
<th>Estimated Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>State</td>
<td>Motorola Solutions</td>
<td>83909</td>
<td>Radio Communication Equipment and Accessories</td>
<td>$ 200,000</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, does hereby authorize the Township Administrator and Chief Financial Officer to authorize the purchase of the specified items from the above listed State vendor as often as deemed necessary through December 31, 2022, without necessity of a bid, but only to the extent that such purchases do not exceed duly authorized budget appropriations for each category of purchases/expenditures.
CERTIFICATION

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, hereby certify the foregoing to be a true copy of a resolution adopted by the Council of the Township of Berkeley Heights at the meeting held on January 18, 2022.

WITNESS, my hand and the seal of the Township of Berkeley Heights on this 18th day of January, 2022.

Ana Minkoff
Township Clerk
RESOLUTION__

RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, AUTHORIZING THE EXECUTION OF A SEWER USE AGREEMENT WITH THE WARREN TOWNSHIP SEWERAGE AUTHORITY

WHEREAS, the Township of Berkeley Heights (the “Township”) is a political subdivision of the State of New Jersey, located in the County of Union; and

WHEREAS, the Warren Township Sewerage Authority (the “Authority”) is a body corporate and politic organized pursuant to the Sewerage Authorities Law (N.J.S.A. 40:14A-1 et seq.); and

WHEREAS, the Authority and the Township were previously parties to a Sewer Use Agreement dated September 14, 1994 (the “Original Sewer Use Agreement”), whereby the Township agreed to provide sewer service for a limited service area located in the Township of Warren, New Jersey (“Warren”) and set forth in the Original Sewer Use Agreement, by allowing connection into an existing trunk sewer line within the Township, for a period of 20 years; and

WHEREAS, in anticipation of the expiration of the term of the Original Sewer Use Agreement, the Authority and the Township entered into a successor Sewer Use Agreement dated May 31, 2000, as amended on or about October 5, 2006 and again on February 17, 2009 (the “Current Sewer Use Agreement”), whereby the Township agreed to continue to provide sewer service for a limited service area located in Warren and set forth in the Current Sewer Use Agreement, by allowing connection to the Township sanitary sewer system via sewer collector lines located within Warren, for a period of 20 years; and

WHEREAS, pursuant to Section 14 of the Current Sewer Use Agreement, such agreement expired on May 31, 2020, and provides that during the last three (3) years of the term of said agreement, the Parties shall negotiate to renew said agreement on a mutually satisfactory and equitable arrangement; and

WHEREAS, the Authority and the Township previously commenced negotiating a successor sewer use agreement, and extended the term of the Current Sewer Use Agreement by way of the April 23, 2020 Third Amendment to Sewer Use Agreement, the November 2020 Fourth Amendment to the Sewer Use Agreement and the August 17, 2021 Fifth Amendment to the Sewer Use Agreement, in order to allow the Parties sufficient time to complete negotiations and thereafter, authorize, execute and deliver such successor sewer use agreement; and
WHEREAS, the parties have completed such negotiations and the Township is desirous of authorizing a successor Sewer Use Agreement, in substantially the form attached hereto as Exhibit A (the “2022 Sewer Use Agreement”).

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

Section 1. The foregoing recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. The Mayor of the Township is hereby authorized and directed to execute the 2022 Sewer Use Agreement, in substantially the form attached hereto as Exhibit A, with such changes, omissions or amendments as the Mayor deems appropriate in consultation with the Township's general counsel, special counsel, and other Township professionals. The Clerk of the Township is hereby authorized and directed to attest to the Mayor’s signature and affix the seal of the Township to the 2022 Sewer Use Agreement. Upon execution and attestation of same, the Mayor is hereby authorized to deliver the 2022 Sewer Use Agreement to the other parties thereto.

Section 3. This resolution shall take effect immediately.

CERTIFICATE

I HEREBY CERTIFY the foregoing to be a true copy of a Resolution adopted on January 18, 2022 by the Township of Berkeley Heights, in the County of Union, New Jersey.

Ana P. Minkoff, Township Clerk
Township of Berkeley Heights, New Jersey
EXHIBIT A

Form of 2022 Sewer Use Agreement
SEWER USE AGREEMENT BETWEEN
THE WARREN TOWNSHIP SEWERAGE AUTHORITY
AND THE TOWNSHIP OF BERKELEY HEIGHTS

THIS SEWER USE AGREEMENT (this “Agreement”) is made as of the 1st day of December, 2021 between the Warren Township Sewerage Authority, a statutory body of the State of New Jersey, having offices at 46 Mountain Boulevard, Warren, New Jersey 07059 (the “Authority”), and the Township of Berkeley Heights, a municipality created, organized and existing under and by virtue of the laws of the State of New Jersey, having offices at 29 Park Avenue, Berkeley Heights, New Jersey 07922 (“Berkeley Heights”). The WTSA and Berkeley Heights may individually referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Berkeley Heights and the Township of Warren (“Warren Township”) are adjoining municipalities; and

WHEREAS, the Authority operates a wastewater facility commonly known as the Stage I/II facility, which treats wastewater emanating from properties within the Authority’s Stage I/II sewer service area (the “Authority Stage I/II Facility”); and

WHEREAS, the Authority Stage I/II Facility has limited remaining available capacity; and

WHEREAS, Berkeley Heights operates a wastewater treatment facility and collection system (collectively, the “Berkeley Heights System”), which currently has treatment capacity in excess of that which is presently required for the needs of its service area; and

WHEREAS, on August 22, 2008, the New Jersey Department of Environmental Protection (the “NJDEP”) adopted an amendment to the Northeast and Upper Raritan Water Quality Management Plans (the “2008 Amendment”), which, among other things, transferred a portion of the previously approved sewer service area of the Authority Stage I/II Facility to the sewer service area of the Berkeley Heights System, currently consisting of 131 designated lots within Warren Township located along the municipal border of Berkeley Heights, as may be amended from time to time (the “Berkeley Heights Sewer Service Area”); and

WHEREAS, in accordance with the Amendment, Berkeley Heights has agreed to allocate a portion of the capacity of the Berkeley Heights System to provide sewer service to the properties located in the Berkeley Heights Sewer Service Area; and

WHEREAS, with regard to Berkeley Heights providing sewer service to properties located in Warren Township prior to the Effective Date, the Parties have entered into the following agreements, addenda, amendments, attachments, schedules, and/or modifications, which shall be referred to collectively as the “Known Prior Agreements”: (i) September 14, 1994 Sewer Use Agreement; (ii) May 31, 2000 Sewer Use Agreement Between the Warren Township Sewerage Authority and the Township of Berkeley Heights, as amended in 2006 and on February 17, 2009; (iii) April 23, 2020 Third Amendment to Sewer Use Agreement; (iv) November 2020 Fourth
Amendment to the Sewer Use Agreement; and (v) August 17, 2021 Fifth Amendment to the Sewer Use Agreement. The Parties agree that all the Known Prior Agreements and any and all other prior agreements concerning Berkeley Heights providing sewer service to properties located in Warren Township are hereby terminated and shall be deemed void and no longer valid, and shall be replaced in their entirety by this successor Agreement; and

WHEREAS, the Parties are desirous of ensuring that the sewer connection fees, sewer service fees and any other fees or charges permitted hereby and/or by applicable law to be charged to the properties located in the Berkeley Heights Sewer Service Area pursuant to this Agreement are equitably apportioned between the Parties as permitted by applicable law.

NOW THEREFORE, in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth above (i.e., the “Whereas” paragraphs) are incorporated herein by reference and made a part hereof, as if set forth at length herein. To the extent there exists any conflict or inconsistency between the recitals and the terms of this Agreement below, the terms of this Agreement below shall prevail.

2. Effective Date. This Agreement, once executed by both Parties, shall be effective retroactively as of December 1, 2021 (the “Effective Date”).

3. Acceptance of Wastewater. Subject to the terms and conditions of this Agreement, Berkeley Heights hereby agrees to and shall accept into the Berkeley Heights System normal, domestic, household wastewater from the properties located in the Berkeley Heights Sewer Service Area. The Parties agree and acknowledge that the Berkeley Heights System has sufficient capacity, both in its treatment facility and within its collection system, for the flow from the Berkeley Heights Sewer Service Area.

4. Acceptance of New Connections and Flow. All connections existing as of the Effective Date shall remain connected to the Berkeley Heights System and Berkeley Heights shall accept all flow therefrom pursuant to the terms hereof. For all connection requests made on or after the Effective Date, Berkeley Heights shall accept each connection request and the flow therefrom if, at the time of the connection request, the Average Daily Flow based on flow recorded by the Authority’s meters (as set forth below) is equal to or less than the greater of the following: (i) one hundred thousand (100,000) GPD; or (ii) 360 GPD multiplied by the number of existing connections in Warren Township to the Berkeley Heights System at the time of the connection request. If the Average Daily Flow is greater than the greater of such amount, then Berkeley Heights nonetheless shall accept the connection and the flow therefrom, provided that it has capacity for the requested connection (both in its treatment facility and within its collection system) at the time of the connection request as calculated by Berkeley Heights pursuant to applicable rules, regulations, and law.

5. Flow Metering. Unless the Parties mutually agree to add a second meter or to change the metering location, the Authority will monitor flows using its existing meter chambers
located on Mountain Avenue approximately 200 feet east of the intersection of Hillcrest Road and Mountain Avenue (Northing 667727, Easting 503979) to determine the flow from the Berkeley Heights Sewer Service Area for billing and flow purposes. The Authority will allow Berkeley Heights, at its own cost, to access the Authority's meters on a quarterly basis and to set up temporary flow monitoring to perform flow metering verification or to install its own flow meter, including with a device that permits the flow data to be received electronically. If Berkeley Heights does not perform flow metering verification or if its flow testing is within three percent (3%) of the flow recorded by the Authority’s meters, then the flow as recorded by the Authority’s meters shall be used and accepted by the Parties for billing and flow purposes. If Berkeley Heights’ flow testing is in excess of three percent (3%) of the flow recorded by the Authority’s meters, then the Authority’s meters shall be inspected by an independent third-party to be agreed upon by the Parties and a temporary flow meter shall be used for billing and flow purposes pending confirmation from the independent third-party that the Authority’s meters are accurate within the three (3%) range of accuracy.

6. **Connection Fees.** For each of the properties located in the Berkeley Heights Sewer Service Area that have not connected to the Berkeley Heights system prior to the Effective Date, each applicant shall pay to Berkeley Heights an amount equal to the sewer connection fee charged, as determined pursuant to N.J.S.A. §40A:26A-11 at the time of the connection and permitted by law, by Berkeley Heights as if such property were located within Berkeley Heights as per Section 13.2.275 of the Code of the Township of Berkeley Heights. The connection fee required under this Paragraph shall be paid for each connection regardless of whether such property was previously connected to the Authority’s system. The Authority shall condition approvals and connection permits in the Berkeley Heights Sewer Service Area upon the applicant paying the then-applicable connection fee to Berkeley Heights.

7. **Sewer Use Fees.** In consideration of Berkeley Heights providing sewer service to the Berkeley Heights Sewer Service Area, the Authority shall pay to Berkeley Heights a sewer service fee based on a calculated rate per 1,000 GPD with no minimum charge. Excluding Significant Industrial Users, as defined in N.J.A.C. 7:14A-1.2 ("SIUs"), this rate shall be the equivalent of seventy-five percent (75%) of the sewer service fee which the Authority charges each property located in the Berkeley Heights Sewer Service Area. For all SIUs, the rate shall be negotiated and determined by the Parties at the time of connection in accordance with applicable law. Payment of this sewer service fee to Berkeley Heights shall be the only responsibility of the Authority. If the Parties are unable to reach agreement as to the rate to be charged to SIUs, the resulting dispute shall be subject to the Contract Dispute Resolution Procedures set forth herein at Paragraph 13. The sewer service fee shall be paid by the Authority to Berkeley Heights in quarterly payments based on the quarterly flow meter readings (set forth above) or, if unavailable, on projected flow for that quarter. All sewer service fees paid quarterly shall be reconciled at the year-end against the actual flow for the year and any payment adjustment made accordingly.

8. **Fees and Charges by the Authority and Berkeley Heights to Property Owners.** Nothing contained herein shall be deemed to limit the right of the Authority to make charges, including connection fees and sewer use charges, against the applicants on behalf of and/or owners of the properties located in the Berkeley Heights Sewer Service Area. Berkeley Heights shall make no sewer use fees or charges directly to property owners in the Berkeley Heights Sewer Service Area.
Service Area, but shall be permitted to charge said property owners directly (i) for connection fees per Paragraph 6 and (ii) for off-tract improvements and/or pro-rata costs incurred by Berkeley Heights for sewer improvements made in Berkeley Heights in connection with providing sewer service to their property as permitted by law, which may include but shall not limited to costs of surveys, investigations, studies, borings, maps, plans, drawings and estimates of costs of such sewer improvements whether or not such sewer improvements are constructed, as permitted by law.

9. **Insurance.** Berkeley Heights, at its expense, shall carry casualty and fire insurance with an approved carrier in proper amounts on its central sanitary wastewater disposal facilities and supply to the Authority a copy of its certificate of insurance upon request by the Authority, which request shall be made not more than twice per year.

10. **Term.** Unless sooner terminated pursuant to the terms hereof, this Agreement shall continue in full force and effect for a period of twenty (20) years from the Effective Date and shall be binding upon the respective Parties and any of their successors and assigns as permitted and authorized herein. During the last three (3) years of the term of this Agreement, the Parties shall negotiate to renew this Agreement on a mutually satisfactory and equitable arrangement. If the Parties cannot reach a mutually agreeable arrangement for extension of this Agreement, any outstanding issue which is precluding agreement on an extension shall be resolved pursuant to the Contract Dispute Resolution Procedures set forth herein at Paragraph 13.

11. **No Assignment.** Neither Party shall have the right to assign its rights or obligations under this Agreement without the express written consent of the other Party.

12. **Termination for Convenience.** The Authority shall have the right at any time to terminate this Agreement with or without cause, for any reason or no reason at all, upon one (1) year prior written notice to Berkeley Heights.

13. **Contract Dispute Resolution Procedures.** All disputes arising out of, resulting from, or in any way relating to this Agreement (excepting those instances noted below), shall be submitted to the following process of alternative dispute resolution: good faith negotiations; followed by mediation, if not resolved in negotiations; and, then followed by arbitration agreed to by the Parties, if not resolved in mediation. The aforementioned mediation and arbitration shall be conducted respectively by a single mediator and single arbitrator. The Parties shall mutually agree on a mediator and, if unable to do so, may seek relief from a court of competent jurisdiction to order the selection of a mediator only. If the Parties are unable to agree upon the selection of the arbitrator and method of arbitration, then the arbitration shall be conducted in accordance with N.J.S.A. §2A:23B-1, et seq. insofar as applicable, and except as set forth herein. The Mediator and/or Arbitrator, as applicable, shall be instructed to and shall apply the law of the State of New Jersey without regard to conflict of law principles. Neither this provision, nor the agreement to apply N.J.S.A. §2A:23B-1, et seq., shall, in any way, prevent either Party from seeking at any time appropriate injunctive or declaratory relief in a court of competent jurisdiction, to the extent entitled. Except for the right for either Party to seek such injunctive or declaratory relief, and as set forth in N.J.S.A. §2A:23B-1, et seq. (including without limit the ability to seek either enforcement or vacation of any arbitration award), no action may be brought in a court of
competent jurisdiction. Each Party shall be responsible for its own costs and expenses (including attorneys’ fees and costs) in asserting or defending any claim, whether in negotiations, mediation, arbitration, or court. The costs and expenses of the Mediator, Arbitrator, and any Court Reporter used in any mediation or arbitration, as applicable, shall be equally shared between the Parties. To the extent there exists any conflict or inconsistency between N.J.S.A. §2A:23B-1, et seq. and the terms of this Agreement, the terms of this Agreement shall prevail.

14. Force Majeure. Berkeley Heights and/or the Authority shall be excused from performing their respective obligations under this Agreement as a result of fire, natural disaster, catastrophe, casualty, civil commotion, acts of God or the public enemy, governmental prohibitions or regulations, or any other causes beyond the reasonable control of the Party relying thereon as justification for not performing any obligation hereunder, but only to the extent such act, event or condition actually prevents such performance and is not attributable to the negligence or willful conduct or misconduct of the Party relying thereon under this Paragraph 14.

15. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey without regard to choice of law analysis. Subject to and in accordance with the Contract Dispute Resolution Procedures set forth herein at Paragraph 13, any controversy or claim arising out of or relating to this Agreement shall be exclusively brought in the Superior Court of New Jersey venued in Somerset County, New Jersey, and the Parties consent to and waive all objections to said jurisdiction and venue to fullest extent permitted by law.

16. Service of Notice. Any notices required or permitted to be given hereunder must be in writing and will be deemed to be given: (a) when hand delivered; (b) one (1) business day after pickup by or drop off to Federal Express or United Parcel Service (Overnight), or another similar reputable overnight express service; or (c) five (5) business days after deposit into a United States Postal Service mailbox—provided each of the aforementioned methods has all required postage affixed (if applicable) and is addressed to Clerk of Berkeley Heights for Berkeley Heights and the Authority Secretary for the Authority.

17. Severability. If any immaterial section or provision of this Agreement shall be declared to be invalid, in whole or in part, such invalidity shall not be deemed to invalidate the remaining portions of the Agreement, it being the intent that all provisions are severable and not dependent.

18. Joint Drafting. This Agreement shall be deemed to have been drafted jointly by the Parties, and each Party agrees that this Agreement shall not be subject to the principle or rule of construction that any ambiguities herein shall be construed against the drafter of the Agreement or any particular provision thereof.

19. Headings. All headings set forth in this Agreement are intended for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement.
20. **Entire Agreement.** The Parties agree that this Agreement is fully integrated, embodies the full, final, and entire agreement of the Parties, and supersedes and cancels any and all prior or contemporaneous agreements, assurances, commitments, covenants, promises, representations, understandings, and warranties, whether possible, alleged, express, implied, written, or oral, all of which are expressly merged herein. There are no other agreements, assurances, commitments, covenants, promises, representations, understandings, and warranties, whether possible, alleged, express, implied, written, or oral between the Parties, except those written in this Agreement.

21. **Amendments.** This Agreement shall not be altered, amended, modified, supplemented, or otherwise changed in any respect except by written mutual agreement signed by both Parties.

22. **Compliance – Laws.** Each Party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that Party and shall obtain any permits or licenses necessary for its operations. Neither Party shall take any action in violation of any applicable legal requirement that results in liability being imposed on the other Party.

23. **Waiver/Breach.** Failure or delay to enforce any of the covenants, terms or conditions of this Agreement shall not be deemed a waiver of such breach or any further breach, of said term, agreement or conditions, unless such waiver shall have been made in writing.

24. **Binding Effect.** All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted transferees and assigns.

25. **Authorization.** The Parties represent and warrant that each signatory is authorized to enter into this Agreement on behalf of each Party for which she/he is signing and further acknowledge that the Parties have reasonably relied upon these representations of authority.

26. **Counterparts, Facsimile, and Electronic Signatures.** This Agreement may be executed in multiple counterparts by the Parties hereto, and the Parties agree to accept facsimile or electronic signatures in lieu of original signatures. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the Effective Date. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement and any other document necessary for the consummation of this Agreement, may be accepted, executed, or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15 U.S.C. §§ 7001, et seq., the Uniform Electronic Transaction Act ("UETA"), and any applicable state law. This Agreement and any document accepted, executed, or agreed to in conformity with such laws shall be binding on each Party as if it were physically executed.
AGREED AND ATTESTED TO AS FOLLOWS:

WARREN TOWNSHIP SEWERAGE AUTHORITY

Vince DeNave,
Authority Chair

TOWNSHIP OF BERKELEY HEIGHTS

Angie D. Devanney,
Mayor

Attest:

Spencer Pierini,
Authority Secretary

Date:

Attest:

Ana Minkoff,
Clerk

Date:
WHEREAS, the Township of Berkeley Heights desires to engage the services of a professional consulting firm for the purposes of providing wireless telecommunications consulting services for the Township; and

WHEREAS, FSD Enterprises, LLC, will provide consulting services to the Township at the following rates:

| New Tenant | Retainer | $2000.00 |
| Wireless Telecommunications Tenant | 35% of 1st year lease value |

| Upgrade Assessment | No additional payment | $500.00 |
| No rental adjustment-just one time payment | 25% of one-time payment |
| Rental adjustment maximum | one year's rental increase with of $3,000.00 |

| Tower Revenue Stream Buy-Out/ Lump sum Payment Proposal Assessment | $2000.00 |

| Bids for Lease Extension | 15% of 1st year extended lease value |

WHEREAS, the Township Council has determined that FSD Enterprises, LLC is qualified to provide the services desired; and

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes the professional services agreement with FSD Enterprises, LLC, for consulting services for wireless telecommunications.

BE IT FURTHER RESOLVED that the appropriate municipal officials shall execute the professional services agreement with FSD Enterprises, LLC.

BE IT FURTHER RESOLVED that the Township Treasurer is authorized to process payment to FSD Enterprises, LLC pursuant to the professional services agreement upon receipt of properly completed vouchers.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to FSD Enterprises, LLC, the Township Administrator, the Township Treasurer.
BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 18th day of January, 2022.

ATTEST:

_________________________
Ana Minkoff
Township Clerk
ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY MAKING THE PROVISIONS OF SUBTITLE 1 OF TITLE 39 OF THE REVISED STATUTES OF NEW JERSEY APPLICABLE TO THE PROPERTY LOCATED AT BLOCK 1901, LOT 35 (100 LOCUST AVENUE) AND REGULATING THE USE OF DRIVEWAYS AND PARKING LOTS THEREON BY MOTOR VEHICLES

WHEREAS, the Township of Berkeley Heights (the “Township”) is a public body corporate and politic of the State of New Jersey; and

WHEREAS, by Resolution No. 195-2016 adopted on August 23, 2016, the Township Council of the Township (the “Township Council”) designated Block 1901, Lot 35, as a non-condemnation area in need of redevelopment (the “Redevelopment Area”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Law”); and

WHEREAS, by the adoption of Ordinance No. 1-2017 on February 7, 2017, the Township Council duly adopted a redevelopment plan for the Redevelopment Area, constituting the hereinafter defined Property, entitled, “Redevelopment Plan for 100 Locust Avenue (Block 1901, Lot 35)”, prepared by Harbor Consultants, Inc. (as the same may be amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, on November 27, 2017, the Township and Locust Berkeley Developers Urban Renewal, LLC (the “Redeveloper”) entered into that certain redevelopment agreement, which was approved by the Township Council on October 24, 2017, pursuant to Resolution #219-2017 (the “Redevelopment Agreement”); and

WHEREAS, Redeveloper is formed as a limited liability company and as an urban renewal entity under the laws of the State of New Jersey, and is the owner of that certain property within the Redevelopment Area identified as Block 1901, Lot 35 on the official Tax Maps of the Township and commonly known as 100 Locust Avenue (the “Property”); and

WHEREAS, the Property was the subject of an application before the Planning Board of the Township (the “Board”) made by the Redeveloper for approval to redevelop the Property, by demolishing the existing improvements on site and designing, developing, financing, constructing, operating and maintaining an age-restricted residential rental development, all in accordance with the Redevelopment Plan, containing no more than one hundred and ninety-six (196) units, including twenty-nine (29) affordable units, in no less than two buildings, together with a clubhouse of no less than 6,500 square feet, an outdoor terrace of no less than 2,500 square feet, a hardscape patio area of no less than 2,500 square feet, approximately 85 surface parking spaces, and two open space areas of no less than
10,771 square feet and 41,000 square feet respectively; and construction of all necessary on- and off-site infrastructure improvements, including, but not limited to, six-foot wide brick paver walkways on- and off-site connecting the two buildings to each other, and extending across Locust Avenue (including crosswalks and pedestrian safety measures) and to the Township community pool (collectively, the "Project"); and

WHEREAS, the Board granted approval (the "Approval") for the Project by adoption of a resolution on August 1, 2018 (the "Inclusionary Development Plan Approval"); and

WHEREAS, pursuant to a condition of the Inclusionary Development Plan Approval, Redeveloper was required to either (1) confirm that the provisions of Subtitle 1 of Title 39 of the Revised Statutes of New Jersey, N.J.S.A. 39:5A-1, apply to the Property, or (2) apply to the Township and request Title 39 jurisdiction be made applicable to the driveways and parking lots at the Property; and

WHEREAS, the Redevelopment Agreement, at Section 16.19, provides that the Township’s full police powers apply to the Property, and application of Subtitle 1 of Title 39 of the Revised Statutes of New Jersey would therefore empower the Township Police Department and other law enforcement agencies to enforce the provisions of this statute including, but not limited to, the following:

a. Tractor trailers not conducting business at the Property shall not be permitted to park or idle at the Property, whether during business hours or otherwise.

b. Parking of any type of vehicle shall be permitted in designated locations and only for residents, customers, employees and other invitees of the Property.

c. Appropriate signs, posts or other necessary materials shall be erected by the owner of the Property and shall be paid for by the owner.

d. All signage and traffic signals shall conform to the current Manual on Uniform Traffic Control Devices pursuant to N.J.S.A. 39:4-198 and N.J.S.A. 39:4-183.27.

WHEREAS, a site plan of the Property, as required by the New Jersey Department of Transportation, has been received by the Township and is on file with the Township Clerk; and
WHEREAS, the Township Council has determined that enforcement of traffic regulations on the Property will benefit the citizens of the Township.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The Township Police Department and other law enforcement agencies having jurisdiction are hereby empowered to enforce the provisions of Subtitle 1 of Title 39 of the Revised Statutes of New Jersey including, but not limited to, the following:
   a. Tractor trailers not conducting business at the Property shall not be permitted to park or idle at the Property, whether during business hours or otherwise.
   b. Parking of any type of vehicle shall be permitted in designated locations and only for residents, customers, employees and other invitees of the Property.
   c. Appropriate signs, posts or other necessary materials shall be erected by the owner of the Property and shall be paid for by the owner.
   d. All signage shall conform to the current Manual on Uniform Traffic Control Devices pursuant to N.J.S.A. 39:4-198 and N.J.S.A. 39:4-183.27.

3. All Ordinances of the Township that are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

4. If any section, subsection, sentence, clause or phrase of this Ordinance is declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this Ordinance.

5. A copy of this Ordinance shall be available for public inspection at the offices of the Township Clerk.
6. This Ordinance shall take effect after twenty (20) days of its final passage by the Township Council, upon approval by the Mayor and publication as required by law, and subject to the approval of the Commissioner of the Department of Transportation.

INTRODUCTED the ________ day of ________________, 2022.

ADOPTED the ________ day of ________________, 2022.

By:

Angie Devanney, Mayor

ATTEST:

__________________________________

Ana Minkoff, Township Clerk
NOTICE OF
INTRODUCTION

Ordinance -2022

ORDINANCE OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY MAKING THE PROVISIONS OF SUBTITLE 1 OF TITLE 39 OF THE REVISED STATUTES OF NEW JERSEY APPLICABLE TO THE PROPERTY LOCATED AT BLOCK 1901, LOT 35 (100 LOCUST AVENUE) AND REGULATING THE USE OF DRIVEWAYS AND PARKING LOTS THEREON BY MOTOR VEHICLES

I, Ana Minkoff, 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 January 18, 2022 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on February 1, 2022 at 7:00 p.m. or as soon thereafter, as practicable, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, and or via Zoom: http://zoom.us/s/3575747364, if you need to enter a meeting ID it is: 357-574-7364. 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.

Ana Minkoff
Township Clerk
A RESOLUTION PURSUANT TO N.J.S.A.10:4-12 MOVING THE PUBLIC MEETING INTO EXECUTIVE SESSION

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

WHEREAS, the Township Council of the Township of Berkeley Heights has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions:

1. Attorney – Client Privilege – Municipal Complex

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

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

APPROVED this 18th day of January, 2022

Attest:

_______________________________
Ana Minkoff
Township Clerk