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 Brahimaj
Manuel Couto – Vice President
Paul Donnelly
John Foster
Jeanne Kingsley - President
Jeff Varnerin
Angie Devanney- Mayor

AGENDA FOR PUBLIC MEETING

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

To view the meeting via Zoom, use the link:  http://zoom.us/s/3575747364
if you need to enter a meeting ID, it is: 357-574-7364.

I. CALL TO ORDER – 7:00 p.m.

II. ROLL CALL

III. FLAG SALUTE

IV. PROCLAMATION – Pat Egan- Hockey

V. CONFERENCE SESSION – 

VI. REGULAR AGENDA

VII. APPROVAL OF MINUTES – Public Meeting – March 1, 2022, March 15, 2022, and April 5, 2022
VIII. Public Hearing and Final Adoption of Ordinances Introduced on April 5, 2022:

Comments on ordinances up for final adoption are welcome during public hearing for each particular ordinance. Before making a comment, all speakers must identify their name and address. Each speaker shall be limited to 3 minutes.

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 public meeting.

“AN ORDINANCE RESERVING CERTAIN PARKING SPACES AT THE BERKELEY HEIGHTS MUNICIPAL BUILDING FOR COMBAT WOUNDED/PURPLE HEART MILITARY VETERANS.”

IX. HEARING ON AGENDA ITEMS ONLY- (3) minutes per resident

Comments are welcome during the public comment period during this meeting on any agenda item. However, if an ordinance is listed for its own public hearing on the agenda, please hold your comments for that particular public hearing. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The (Mayor/Council President) will keep time. Please promptly yield on the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, written comments may also be submitted in lieu of verbal comments. 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 meeting.

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

1. Resolution approving Bill List dated April 19, 2022, in the amount of $218,690.42.

2. Resolution authorizing the application of the 2022 New Jersey American Water grant in the amount of $8,000, to help protect and treat the Townships’ tree canopy against the emerald ash borer.

3. Resolution amending the 2022 temporary appropriations.

4. Resolution authorizing purchase of certain goods and services through the use of Morris County Cooperative, for road resurfacing with an estimated amount of $94,000.

5. Resolution authorizing the 2022 temporary capital budget.
6. Resolution proclaiming April 29, 2022, as Arbor Day in the Township of Berkeley Heights.

7. Resolution authorizing the solicitation of bids for the right to lease ground space for the installation of communications equipment and antennas on the existing tower at 259 Diamond Hill Road.

8. Resolution authorizing purchase of certain goods and services through the use of the State Cooperative system, for Law Enforcement firearms equipment and supplies, with an estimated amount of $100,000.

9. **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.

   a. Resolution authorizing a tax overpayment in the amount of $494.80, for the property located at 99 Park Edge.

   b. Resolution authorizing a tax overpayment in the amount of $4,593.60, for the property located at 65 Murray Hill Blvd.

   c. Resolution authorizing a tax overpayment in the amount of $1,000.00, for the property located at 3 Lackawanna Blvd.

   d. Resolution authorizing a tax overpayment in the amount of $500.00, for the property located at 51 Cornell Avenue.

   e. Resolution authorizing a tax overpayment in the amount of $1,738.26, for the property located at 11 Park Edge.

   f. Resolution authorizing a tax overpayment in the amount of $1,000.00, for the property located at 89 Springfield Avenue.

   g. Resolution authorizing a tax overpayment in the amount of $500.00, for the property located at 82 Maple Avenue.

   h. Resolution authorizing a tax overpayment in the amount of 500.00, for the property located at 5 Riceman Road.
XI. INTRODUCTION OF ORDINANCES:
   Public Hearing and Final Adoption scheduled for May 3, 2022

1. “AN ORDINANCE ESTABLISHING REQUIREMENTS AND REGULATIONS FOR OUTDOOR DINING.”

2. “BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING $1,830,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,349,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.”

3. “BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING $1,262,690 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,136,421 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.”

XII. TOWNSHIP COUNCIL REPORTS
   A. Gentiana Brahimaj
   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

XIII. 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.

Alternatively, written comments may also be submitted in lieu of verbal comments. 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 meeting.

XIV. EXECUTIVE SESSION –

XV. ADJOURNMENT
    Ana Minkoff, Township Clerk
Correspondence received from:

- **Township of Scotch Plains** regarding a recently two recently adopted Resolution 2022-57 supporting restoration of the Energy Tax Relief Fund S-330 and A-1012;
- **Borough of New Providence** regarding a recently introduced Zoning Ordinance (2022-01);
- **Township of Warren** regarding a recently introduced Zoning Ordinance (22-07);
- **Dr. Patrick R. Smith** regarding the 2021 Berkeley Heights 5K Charity Road Race and Fitness Walk “Run with Keith for ALS”;
- **Dr. Patrick R. Smith** regarding the 2022 Berkeley Heights 5K Charity Road Race and Fitness Walk;
AN ORDINANCE RESERVING CERTAIN PARKING SPACES AT THE BERKELEY HEIGHTS MUNICIPAL BUILDING FOR COMBAT WOUNDED/PURPLE HEART MILITARY VETERANS

WHEREAS, Combat Wounded/Purple Heart military veterans have served the United States honorably and have made great sacrifices in doing so; and

WHEREAS, the Township of Berkeley Heights would like to honor Combat Wounded/Purple Heart military veterans by reserving certain parking spaces at the Municipal Building for their use;

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 that the Township Code be amended as follows:

Section I. Creation of Chapter 10.48.110 titled “Combat Wounded/Purple Heart Veteran Parking”

A new Chapter 10.48.110 titled “Combat-Wounded/Purple Heart Veteran Parking” is hereby created as follows:

A. No person shall park a vehicle in a parking space/stall designated and established for Combat Wounded/Purple Heart veterans, unless they meet the requirements of Paragraph c of this subsection. A Combat Wounded/Purple Heart Parking space means an area of a public roadway or public parking lot designated for use by any Combat Wounded/Purple Heart awarded person as provided for and which is so marked by proper signage and roadway marking.

B. A combat wounded veteran is any person who served for any length of time in any military service branch, who experienced any level of hostility for any duration resulting from offensive, defensive, or friendly fire military action involving a real or perceived enemy in any foreign theater and suffers injury or disability from same. A Purple Heart Medal Designee is any member of the United States Military who has been awarded the Purple Heart Medal.

C. Two (2) parking spaces located at the Municipal Building shall be reserved as Combat Wounded/Purple Heart Parking spaces. The Administration shall designate said spaces with appropriate signage/roadway marking.

D. Any person, firm, association or corporation parking a motor vehicle in a restricted parking space without a special vehicle identification sticker or other proof of Combat Wounded/Purple Heart veteran status, including, but not limited to, any such vehicle identification card, license plate, or
sticker issued by the State, County, or other Municipality, in violation of
any provision of this chapter or any amendment or supplement thereto
shall be liable to a fine of two hundred fifty-three dollars ($253.00) for
the first offense and for subsequent offenses, a fine of at least two hundred
fifty-three dollars ($253.00) and up to ninety (90) days community service
on such terms and in such form as the municipal court shall deem
appropriate, or any combination thereof.

E. Any person applying for the aforementioned sticker shall present such
documents as required by the Township Clerk to establish that the individual is
a Combat Wounded Veteran and/or has been awarded the Purple Heart. In
addition, any applicant must have been honorably discharged from the United
States Military. The Township Clerk’s Office shall have up to seven (7) days to
review and determine if the applicant qualifies as a Combat Wounded
Veteran/Purple Heart Designee.

Section II. Severability:

Each section, subsection, sentence, clause and phrase of this Ordinance is
declared to be an independent section, subsection, sentence, clause and phrase, and
the finding or holding of any such portion of this Ordinance to be unconstitutional,
void, or ineffective for any cause, or reason, shall not affect any other portion of this
Ordinance.

Section III. Effective Date:

This Ordinance shall be in full force and effect from and after its adoption and
any publication as required by law.

INTRODUCED the ______ day of _________________, 2022.

ADOPTED the ______ day of _________________, 2022.

By: ___________________________

Angie Devanney, Mayor

ATTEST:

______________________________

Ana Minkoff, Township Clerk
NOTICE OF
INTRODUCTION

Ordinance -2022

AN ORDINANCE RESERVING CERTAIN PARKING SPACES AT THE BERKELEY HEIGHTS MUNICIPAL BUILDING FOR COMBAT WOUNDED/PURPLE HEART MILITARY VETERANS

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 April 5, 2022 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on April 19, 2022 at 7:00 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.

Ana Minkoff
Township Clerk

<table>
<thead>
<tr>
<th>ROLL CALL</th>
<th>AYE</th>
<th>NAY</th>
<th>ABSTAIN</th>
<th>ABSEN</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRAHIMAJ</td>
<td></td>
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</tr>
<tr>
<td>COUTO</td>
<td>✓</td>
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<tr>
<td>DONELLY</td>
<td>✓</td>
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<tr>
<td>FOSTER</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RINGSLEY</td>
<td>✓</td>
<td></td>
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<tr>
<td>VARNERIN</td>
<td>✓</td>
<td></td>
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</tr>
</tbody>
</table>

TIE:

MAYOR DEVANNEY
TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY

NOTICE OF FINAL ADOPTION

Ordinance -2022

AN ORDINANCE RESERVING CERTAIN PARKING SPACES AT THE BERKELEY HEIGHTS MUNICIPAL BUILDING FOR COMBAT WOUNDED/PURPLE HEART MILITARY VETERANS

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above-entitled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on April 19, 2022.

Ana Minkoff,
Township Clerk
Township of Berkeley Heights
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 04/19/2022, in the amount of $218,690.42 such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

APPROVED this 19th day of April, 2022.

ATTEST:

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

RESOLUTION AUTHORIZING THE APPLICATION OF THE 2022 NEW JERSEY AMERICAN WATER GRANT

WHEREAS, the governing body of the Township of Berkeley Heights, County of Union, desires to further the public interest by obtaining a grant from New Jersey American Water to help protect and treat the Township tree canopy against the emerald ash borer, in the amount of $8,000.

WHEREAS the $8,000 funding request is part of the Environmental Grant Program through New Jersey American Water.

WHEREAS not only will this funding help us combat natural threats to our valuable tree canopy, but being able to maintain a healthier tree canopy will help absorb water and reduce runoff, also decreasing water pollution.

NOW THEREFORE BE IT RESOLVED that the Township Council of the Township of Berkeley Heights does hereby authorize the Township Administrator and Zoning Officer to a) make application for such a grant, b) if awarded, to execute a grant agreement with New Jersey American Water for the awarded amount, c) to execute any amendments thereto, and d) to expend the funds pursuant to the grant agreement. The Mayor and Council authorize and hereby agree to match 0% of the Total Project Amount, in compliance with the match requirements of this agreement.

BE IT FURTHER RESOLVED that the Township Administrator is hereby authorized to sign the grant agreement on behalf of the Township of Berkeley Heights and that his/her signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

APPROVED this 19th day of April 2022.

ATTEST:

[Signature]
Ana Minkoff
Township Clerk
A RESOLUTION AMENDING THE 2022 TEMPORARY APPROPRIATIONS

WHEREAS, the governing body previously adopted a resolution authorizing temporary appropriations for 2022 in accordance with N.J.S.A. 40A:4-19; and

WHEREAS, the governing body now wishes to amend certain temporary appropriations for the 2022 and to make new appropriations to provide for the period between the adoption of the budget.

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, COUNTY OF UNION, NEW JERSEY, that the following amendments to the 2022 temporary appropriations be adopted.

<table>
<thead>
<tr>
<th>Current Fund</th>
<th>Adopted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste O/E</td>
<td>$150,000</td>
</tr>
<tr>
<td>Snow Removal S&amp;W</td>
<td>$10,000</td>
</tr>
<tr>
<td>PERS</td>
<td>$431,000</td>
</tr>
<tr>
<td>PFRS</td>
<td>$1,040,000</td>
</tr>
<tr>
<td>Capital Improvement Fund</td>
<td>$100,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,731,000</strong></td>
</tr>
</tbody>
</table>

Approved this 19th day of April, 2022.

ATTEST:

__________________________
Aaa
RESOLUTION AUTHORIZING PURCHASE OF CERTAIN GOODS AND SERVICES THROUGH THE USE OF MORRIS COUNTY COOPERATIVE PRICING COUNCIL

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

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

WHEREAS, the Township wishes to facilitate the purchase of goods and services by way of resolution, for the provision of goods and services 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 MCCPC 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 list of the MCCPC vendors whose goods and services the Township seeks to use by way of resolution are identified along with their MCCPC contract numbers as follows:

<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>MCCPC</td>
<td>Cifelli &amp; Son General Contracting, Inc.</td>
<td>6</td>
<td>Road Resurfacing</td>
<td>$ 94,000</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 MCCPC vendors as often as deemed necessary and reasonable to do so during the time period covering April 15, 2022.
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 April 19, 2022.

WITNESS, my hand and the seal of the Township of Berkeley Heights on this 19th day of April 2022.

Ana Minkoff  
Township Clerk
RESOLUTION OF THE TOWNSHIP OF BERKELEY HEIGHTS,
COUNTY OF UNION, STATE OF NEW JERSEY,
TO CONSTITUTE THE 2022 TEMPORARY CAPITAL BUDGET

WHEREAS, the Township of Berkeley Heights desires to constitute the 2022 Temporary Capital Budget of said municipality by inserting therein the Various Capital Improvements and Acquisitions,

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

1. The 2022 Temporary Capital Budget of the Township of Berkeley Heights is hereby constituted by the adoption of a schedule to read as follows, as per ATTACHMENT I.

2. The Clerk be and is authorized and directed to file a certified copy of this resolution with the Division of Local Government Services Department of Community Affairs, State of New Jersey, within three days after the adoption of this project for 2022 Temporary Capital Budget, to be included in the 2022 Permanent Capital Budget as adopted.

APPROVED this 19th day of April 2022

Ana Minkoff, Township Clerk
## ATTACHMENT 1

**TEMPORARY CAPITAL BUDGET OF THE TOWNSHIP OF BERKELEY HEIGHTS**

### PROJECT SCHEDULES FOR 2022

<table>
<thead>
<tr>
<th>Project Title</th>
<th>Estimated Total Cost</th>
<th>Capital Imp. Fund</th>
<th>Grant</th>
<th>General Serial Bonds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Road Improv/Drainage/Catch Basin/Path</td>
<td>$540,000.00</td>
<td>$27,000.00</td>
<td></td>
<td>$513,000.00</td>
</tr>
<tr>
<td>Sewer Equip &amp; Improvements</td>
<td>$145,000.00</td>
<td>$7,250.00</td>
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<td>$137,750.00</td>
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<tr>
<td>DPW Renovations</td>
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<td>$23,750.00</td>
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<td>Parking Lot/ Apron - Fire Dept &amp; Rescue Squad</td>
<td>$85,000.00</td>
<td>$4,250.00</td>
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<td>$80,750.00</td>
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<tr>
<td>NJDOT Kline &amp; Fickler</td>
<td>$825,000.00</td>
<td>$20,750.00</td>
<td>$410,000.00</td>
<td>$394,250.00</td>
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<tr>
<td>Drainage/Road - UC Infrastructure</td>
<td>$60,000.00</td>
<td>$3,000.00</td>
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<td>$57,000.00</td>
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<tr>
<td>Road Improv. Orchard, Mercier &amp; Old Farm Rds</td>
<td>$150,000.00</td>
<td>$7,500.00</td>
<td></td>
<td>$142,500.00</td>
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<tr>
<td></td>
<td>$1,830,000.00</td>
<td>$71,000.00</td>
<td>$410,000.00</td>
<td>$1,349,000.00</td>
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<tr>
<td>FEMA-Storm IDA - Sewer repairs/Improv</td>
<td>$131,690.00</td>
<td>$13,169.00</td>
<td></td>
<td>$118,521.00</td>
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<tr>
<td>FEMA-Storm IDA - Road Improvements</td>
<td>$1,080,000.00</td>
<td>$108,000.00</td>
<td></td>
<td>$972,000.00</td>
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<tr>
<td>FEMA-Storm IDA-Head Walls/Bridges Improv</td>
<td>$51,000.00</td>
<td>$5,100.00</td>
<td></td>
<td>$45,900.00</td>
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<tr>
<td></td>
<td>$1,262,690.00</td>
<td>$126,269.00</td>
<td>$</td>
<td>$1,136,421.00</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$3,092,690.00</strong></td>
<td><strong>$197,269.00</strong></td>
<td><strong>$410,000.00</strong></td>
<td><strong>$2,485,421.00</strong></td>
</tr>
</tbody>
</table>
TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY

RESOLUTION

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our valuable topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, and

NOW, THEREFORE, the Mayor and the Township Council of the Township of Berkeley Heights, do hereby proclaim April 29, 2022, as Arbor Day in the Township of Berkeley Heights, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and we further urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

APPROVED this 19th day of April, 2022.

ATTEST:

Ana Minkoff
Township Clerk
RESOLUTION

Authorizing the solicitation of bids for the right to lease ground space for the installation of communications equipment and antennas on the existing tower at 259 Diamond Hill Road, Berkeley Heights, New Jersey, also known as Block 4501, Lot 1, with simultaneous leasing of additional carriers at the site.

WHEREAS, the Township wishes to solicit for bid(s) for co-location on the existing tower at 259 Diamond Hill Road, with a minimum rental bid of $42,000 per year with 3% annual increases. The sample Lease Agreement is attached.

NOW, THEREFORE, BE IT RESOLVED by the Berkeley Heights Township Council that the Township Clerk is hereby authorized to advertise for solicitation of bids for the lease of real property known as Block 4501, Lot 1, located at 259 Diamond Hill Road, Township of Berkeley Heights, County of Union for the purpose of co-location of wireless communications equipment.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be maintained by the Township Clerk.

Approved this 19th day of April, 2022.

ATTEST:

Ana Minkoff
Township Clerk
SAMPLE 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 having its principal offices located at ________________________, ________________________, (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, 29 Park Avenue, 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) Commencing on the first day of the month following the issuance of the project Building Permit (the “Commencement Date”), or the first day of the month after 180 days following the date of signature of this document, whichever occurs first, Lessee will pay the Lessor a monthly rental payment of $____________________, ("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. Notwithstanding the above, should Lessee not be able to secure the Project Building Permit within the 180 days following the date of signature of this document, but is diligently attempting to obtain such Building Permit, Lessor agrees to grant Lessee in writing Commencement Date extensions, in 120-day increments.

(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. Rental increase shall not exceed 6% per year.

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 Lessees 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 $2,500,000 combined single limit per occurrence for bodily injury and property damage liability, and (ii) Umbrella liability insurance with limits of not less than $4,000,000 per occurrence combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits, and (iii) Workers’ Compensation Insurance as required by law. with a certificate of insurance to be furnished to the School District 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.

5. **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: Township Clerk, TOWNSHIP OF BERKELEY HEIGHTS, 29 Park Avenue, Union County, New Jersey 07922.

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

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

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

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

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

24. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Lessor and an authorized agent of the Lessee. No provision may be waived except in a writing signed by both parties.
(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease (as in Exhibit “C”). Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

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

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

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

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

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

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

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

i. Title Search  
ii. Phase One and Phase Two Environmental Inspections  
iii. Soil Boring Tests  
iv. Historic Screening as required by the National Environmental Protection Act checklist  
v. Regulatory filing with the Federal Aviation Administration (FAA), if applicable
In the event that Lessee is not completely satisfied with the results of said investigations for any reason, in its sole discretion, Lessee shall have the right to terminate this agreement by giving written notice to Lessor. In the event of such termination, neither party shall have any further liability to the other.

[SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE]
IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and effective as of the date the last party executed this Agreement below.

WITNESSES:

Print Name: ______________________

Print Name: ______________________

"LESSOR"
TOWNSHIP OF BERKELEY HEIGHTS

By: ______________________________
Print Name: ______________________
Its: ______________________________
Date: ____________________________

"LESSEE"

Print Name: ______________________

Print Name: ______________________

By: ______________________________
Print Name: ______________________
Its: ______________________________
Date: ____________________________
LENNOR ACKNOWLEDGMENT

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

On the _____ day of ___________ , 2022 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 ________________, 2022, [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 ______________, 2022, 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 __________________, 2022, by and between the Township of Berkeley Heights, as Lessor, and ____________________________, as Lessee.
EXHIBIT “C”

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Prepared by:
____________________________________
____________________________________
____________________________________

Return to:
____________________________________
____________________________________
____________________________________

Cell Site No.: __________

State: _______________________
County: ______________________
MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this _____ day of ________________________, 2022, 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 ________________________, 2022, 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:

Print Name: __________________________

Print Name: __________________________

By: __________________________
Print Name: __________________________
Its: __________________________
Federal Tax ID#: __________________________

WITNESSES:

Print Name: __________________________

Print Name: __________________________

By: __________________________
Print Name: __________________________
Its: __________________________
LESSOR

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

The foregoing instrument was acknowledged before me this _____ day of ____________________, 2022, by ________________________________, 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 ______________, 2022, 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:_____

42
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>Axon Enterprise Inc.</td>
<td>17-FLEET-00738</td>
<td>Law Enforcement Firearms Equipment &amp; Supplies</td>
<td>$ 100,000</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 April 19, 2022.

WITNESS, my hand and the seal of the Township of Berkeley Heights on this 19th day of April, 2022.

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 301.16, Lot# 24/C also known as 99 Park Edge, which requires a refund in the amount of $494.80; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the first (1st) quarter 2022 taxes in the amount of $494.80, to Arlette Bromberg, 339 Linda Drive, Mountainside, NJ 07092.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 3803, Lot# 26 also known as 65 Murray Hill Blvd, which requires a refund in the amount of $4,593.60; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $4,593.60, to Sandra Mascera, 65 Murray Hill Blvd, Murray Hill, NJ 07974.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 3802, Lot# 8 also known as 3 Lackawanna Blvd, which requires a refund in the amount of $1,000.00; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $1,000.00, to Irwin and Bette Ostroff, 3 Lackawanna Blvd, Murray Hill, NJ 07974.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 1710, Lot# 2 also known as 51 Cornell Ave, which requires a refund in the amount of $500.00; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $500.00, to Alan J and Beverly Campora, 51 Cornell Avenue, Berkeley Heights, NJ 07922.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 301.19, Lot# 1/C also known as 11 Park Edge, which requires a refund in the amount of $1,738.26; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $1,738.26, to Marshall and Ann Dechristofaro, 11 Park Edge, Berkeley Heights, NJ 07922.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 401, Lot# 11 also known as 89 Springfield Avenue, which requires a refund in the amount of $1,000.00; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $1,000.00, to Ethel G. Irving, 89 Springfield Avenue, Berkeley Heights, NJ 07922.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 902, Lot# 17 also known as 82 Maple Avenue, which requires a refund in the amount of $500.00; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $500.00, to Mary Ann Buttelmann, 82 Maple Avenue, Berkeley Heights, NJ 07922.

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

APPROVED this 19th day of April 2022.

Attest:

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

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2022 property taxes for property known as Block# 1607, Lot# 10 also known as 5 Riceman Road, which requires a refund in the amount of $500.00; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the second (2nd) quarter 2022 taxes in the amount of $500.00, to Anna-Marie Ferrigno, 5 Riceman Road, Berkeley Heights, NJ 07922.

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

APPROVED this 19th day of April 2022.

Attest:

Ana Minkoff  
Township Clerk
AN ORDINANCE ESTABLISHING REQUIREMENTS AND REGULATIONS FOR OUTDOOR DINING

WHEREAS, appropriately regulated outdoor dining benefits the residents of the Township of Berkeley Heights; and

WHEREAS, the Township of Berkeley Heights desires to amend the Township Code to institute comprehensive outdoor dining requirements and regulations.

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 that the Township Code be amended as follows:

A new Section 6.3.11 of Appendix A titled “Outdoor Dining” is hereby created and shall read as follows:

SECTION I

A. PURPOSE: It has been determined that the establishment of outdoor dining utilizing a part of the sidewalk in front of or on the side of a business will promote the public interest by creating an attractive pedestrian environment for its businesses and will foster a pleasant and distinctive ambience within the Township. The purpose of this Article is to establish the appropriate regulations to license and regulate this activity in order to ensure that the health, safety and welfare of the Township is protected.

B. DEFINITIONS: As used in this section, the following terms shall have the meaning indicated:

a) OUTDOOR DINING

    Shall mean the use of an outdoor area by a restaurant (as defined by Article 2.1 of the Municipal Land Use Procedures Ordinance), with the following characteristics:

    1) The outdoor area is directly adjacent to the building in which the restaurant is located, and is enclosed within the area bounded by the public street, the building line of the principal facade of such building, and lines extending in a perpendicular direction from the outermost points of the building line where it intersects with adjacent property lines to the public street.

    2) Containing readily removable tables, chairs, temporary railings and/or planters; and

    3) Unenclosed by fixed walls, ceilings, or fences, except for retractable awnings, removable barriers, umbrellas or other nonpermanent enclosures.
b) **PERSON**
   Any individual, partnership, corporation, limited liability company, association, or other entity.

c) **PRINCIPAL FACADE**
   The "principal facade" shall be the facade of the principal building facing the street right-of-way. Corner properties may have more than one principal façade.

**SECTION II – APPLICABILITY**
Outdoor dining shall be permitted in the DD, HB-2, and HB-3 zones as a permitted accessory use that is customarily incidental to a permitted restaurant or similar establishment where food and drink are prepared, served, and consumed, primarily within the principal building. All outdoor dining must also conform with the specific rules and regulations set forth in Section VII of this Article.

**SECTION III -- LICENSE AND ENFORCEMENT**

**A. LICENSE REQUIREMENTS**
No person shall operate outdoor dining within the Township of Berkeley Heights without first obtaining an outdoor dining license from the Township Board of Health and satisfying all of the requirements of this chapter. Licenses shall be issued in accordance with the following:

a) The Township of Berkeley Heights shall issue such license upon the adherence to all conditions set forth in this chapter and all applicable Township and State laws and regulations.

b) The license shall not be transferable; a new license shall be required in the case of a change in ownership or restaurant tenant.

c) All outdoor dining licenses shall be issued for 9 months commencing March 1 and ending November 30th of each calendar year. Licenses must be renewed each calendar year.

d) All new applications and renewal applications must be received by the Zoning Officer no later than January 31 of the calendar year in which the licensee intends to operate outdoor dining. Any renewal applications submitted after January 31 shall be subject to a late fee as established in Subsection B below.

e) The Township reserves the right to revoke, or modify the conditions of, any outdoor dining license issued under this Ordinance to address any compliance, safety, or health issues, or in order to ensure consistency with any other applicable county, state, or federal laws, directives, or guidance.
B. LICENSE FEES
   a) Annual operation fee. An application for an initial outdoor dining license or a renewal license shall be accompanied by an annual operation fee in the amount of $150 for outdoor dining seating 12 or fewer patrons and an annual operation fee in the amount of $250 for outdoor dining seating over 12 patrons.
   b) Waiver. For the first year following the passage of this chapter, the fee shall be waived for any applicant who provides proof that he/she has purchased outdoor dining partitions at a reasonable cost to comply with this chapter.
   c) Late fee. A late fee of $50 will be assessed for renewal applications received after January 31, and $100 for those received after February 28. All fees will be prorated and are nonrefundable.

C. TEMPORARY SUSPENSIONS
   a) Notwithstanding anything to the contrary contained in this Ordinance or any other laws and ordinances of the Township of Berkeley Heights, the Township may temporarily suspend an outdoor dining license in the event of emergency, if access to the sidewalk is needed in connection with public work to be performed in the area, or for other reasons or purposes including, but not limited to, the facilitation of Town-sponsored events.
   b) In the case of snow or other inclement weather that has the potential to create dangerous or hazardous conditions, all outdoor dining equipment must be removed immediately from the sidewalk.

D. ENFORCEMENT; REVOCATION OF LICENSE.

Enforcement of the requirements and specifications for outdoor dining shall be the responsibility of the Police Department, Fire Official, Health Officer, Zoning Officer and/or Code Enforcement Officer.
   a) Upon a determination by an enforcement entity (as listed above) that a licensee has violated one or more of such provisions, the entity shall give written notice to the licensee to correct such violation within 24 hours of the receipt of such notice by the licensee.
   b) In the event that the licensee fails or refuses to correct such violation within such period, the licensee's outdoor dining license shall thereupon, and automatically, be revoked.
c) Upon the revocation of such license, the licensee, upon written request, shall be entitled to a hearing before the Township Council of Berkeley Heights within 45 days of the date of its request.

SECTION IV – NEW APPLICATIONS

Any restaurant wishing to establish and utilize an outdoor dining area pursuant to this Ordinance must submit an application to the Berkeley Heights Zoning Officer, either via the Township website, mail, or hand delivery to Township offices. The application shall be on prescribed forms and shall be filled out completely and submitted with the following attachments and exhibits:

a) A scaled drawing of the proposed outdoor dining area, not necessarily by a licensed professional), including the following details:
   1) The location of all temporary structures, equipment, and apparatus to be used in connection with the operation of outdoor dining, including but not limited to tables, chairs, signs, planters, awnings, lighting and electrical outlets, heating devices, partitions, and other enclosures.
   2) The location of any fire hydrant, plug or standpipe, utility pole, parking meter stanchion, or other permanent fixtures located on the sidewalk between the principal facade and the curb.
   3) The width of the portion of the sidewalk that provides clear, unobstructed passageway for pedestrians between the outdoor dining area and any permanent fixtures.

b) A detailed narrative and plan of relevant information, describing method of service, proposed hours of service outdoors, and method of litter control and trash handling for outdoor service;

c) An indication of whether the applicant intends to serve alcohol in the outdoor dining area, or permit patrons to bring their own wine or beer for consumption in the outdoor dining area pursuant to Section VII(M) of this Ordinance;

d) Photographs or diagrams of tables, chairs, signs, and other furniture or structures to be utilized, showing style, design, materials, size and colors;

e) Details of any proposed propane heaters, including fire pits, for review and approval by the Berkeley Heights Fire Department;

f) A narrative as to how temporary structures, equipment, and apparatus will be secured overnight or stored in situations requiring their temporary removal from the sidewalk;

g) Proof of insurance that complies with the requirements of Section VIII of this Ordinance;
h) An executed indemnification agreement that complies with the requirements of Section IX of this Ordinance;

i) An executed maintenance agreement that complies with the requirements of Section X of this Ordinance;

j) Proof that the applicant has ownership of any private property upon which the outdoor dining is to be located, or written consent from the person or entity that owns or controls such property or properties.

SECTION V – RENEWAL APPLICATIONS

Any business that has been previously licensed for outdoor dining shall apply annually for renewal of its license. Renewal applications shall include:
   a) Photographs of outdoor dining setup from prior year;
   b) Proof of insurance that complies with the requirements of Section VIII of this Ordinance;
   c) Proof that the applicant has ownership of any private property upon which the outdoor dining is to be located, or written consent from the person or entity that owns or controls such property or properties.

SECTION VI – REVIEW AND APPROVAL OF APPLICATIONS

All applications submitted pursuant to this Ordinance shall be reviewed by the Zoning Officer. Following receipt of a complete application, the Zoning Officer shall review the application in accordance with the requirements set forth herein and issue a decision in writing within twenty business days. The Zoning Officer may consult other Township officials and committees, such as the Board of Health, Township Engineer, Downtown Beautification Committee and Fire Official, to determine compliance. If the application is not complete, the Zoning Officer will so notify the applicant within 20 business days of the submission and identify the areas in which the application lacks compliance with the requirements. Appeal of any action taken by the Zoning Officer may be made to the Zoning Board of Adjustment.

SECTION VII – RULES AND REGULATIONS

A. An outdoor dining area and all associated furniture, apparatus, decoration, and appurtenance used in connection with its operation shall be sited according to the following standards:
   a) Shall not be positioned in a manner that may obstruct any fire exit from any building or placed in such a way as to impede the safe and speedy ingress and egress to or from any building or structure, and may be subject to further direction by the Fire Official.
   b) Shall not be positioned in a manner that may interfere with vehicular safety, or with necessary access for fire-fighting equipment and ambulances or personnel.
c) Shall provide a minimum of 4 feet of paved sidewalk area that remains for the exclusive use of pedestrians, which area shall be unobstructed by any fire hydrant, plug or standpipe, utility pole, parking meter stanchion, or other permanent fixture.

d) During the months when outdoor dining is not permitted, no furniture, apparatus, decoration, appurtenances, or other equipment associated with outdoor dining shall be placed outside. All equipment must be stored indoors when outdoor dining is not in operation.

B. An outdoor dining area and all associated furniture, apparatus, decoration, and appurtenance shall be subject to the following design standards:

a) Easily removable tables, chairs or other seating shall be provided. Tables and chairs shall be spaced at least six feet apart measured from the backs of opposite facing chairs.

b) Outdoor lighting shall be permitted in the form of individual table lighting or lighting attached to the building façade wall or underneath umbrellas, awnings, canopies, or other similar furnishings.

c) Removable shade coverings such as umbrellas, awnings, and pop-up canopies may be included. Any shade covering utilized for outdoor dining purposes shall have a minimum clearance of 7 feet and be anchored securely against wind. No shade covering shall negatively affect vehicular or pedestrian visibility; no part of the shade covering shall extend into the required 4 foot unobstructed sidewalk access area; and no shade covering shall contain advertising.

d) Outdoor dining areas shall not be enclosed by walls or similar structures. Partitions or planters are allowed to screen and delineate the outdoor dining area, provided that such partitions or planters shall be at least 3 feet in height measured from the grade and shall not utilize materials with little or no precedent in Berkeley Heights, such as exposed concrete, exterior insulation finish systems (EIFS). Recommended types of partitions or planters are provided below:
C. Seating provided within outdoor dining areas shall be exempt from the calculation of off-street parking requirements.

D. No existing parking spaces are allowed to be eliminated to accommodate outdoor dining without approval from the Planning Board or Zoning Board of Adjustment.

E. The outdoor dining area shall be operated and maintained in accordance with the applicant’s sketches, narrative, and plan as finally approved.

F. The outdoor dining area shall be operated and maintained by the same person who operates and maintains the related restaurant of which the outdoor dining area is a part and an extension.

G. No furniture, apparatus, decoration, or appurtenance used in connection with the operation of the outdoor dining area shall be constructed or installed in such a way that poses a danger to the public.

H. No heating or cooking of food shall be allowed in outdoor dining areas. The licensee of an outdoor dining facility may apply to the Berkeley Heights Fire Department for approval to use propane heaters in the outdoor dining area. Such approval shall specify the number of heaters approved by the Fire Department and what provision are to be made for storage of the propane tanks when not in use. A copy of the Fire Department approval shall be filed with the Zoning Officer.

I. The Zoning Officer may require low barriers of a temporary nature (such as bollards) to be placed at the edge of the outdoor dining area during business hours in order to protect the outdoor patrons from vehicle movements within parking areas or streets adjacent to the establishment.
J. The Zoning Officer may permit minimum signage, including the size, shape, material and related characteristics thereof, to be placed in and/or around the outdoor dining area for any of the following purposes:
   a) Defining the boundaries of the outdoor seating area or any waiting area;
   b) Setting forth rules or guidelines applicable to restaurant patrons;
   c) Promoting safety for vehicular and/or pedestrian traffic; or
   d) Any other purpose deemed appropriate and/or necessary by the Zoning Officer.

K. The sidewalk or other area utilized for the outdoor dining area shall be kept clean and free of litter. Trash receptacles shall be provided as needed.

L. Noise shall be kept at such a level as to comply with the NJ Noise Control Act. Live acoustic music is permitted but shall be limited to 4:00 p.m. to 10:00 p.m. weeknights; noon to 10:00 p.m. Saturday and Sunday.

M. Unless approved in advance by the Township or the New Jersey Division of Alcohol and Beverage Control with respect to premises already possessing a liquor license, no alcoholic beverages of any kind shall be served in conjunction with the outdoor dining. With respect to any outdoor dining area not covered by an existing liquor license, patrons of such unlicensed premises may be permitted by the ownership of the restaurant to bring only wine and beer for consumption at such outdoor dining area, consistent with N.J.S.A. 2C:33-27.

N. Outdoor dining areas shall not be permitted to operate in a manner or during times which unduly interfere with the peace and quiet of nearby residences. The Township may revoke, or amend the conditions of, a previously issued permit to eliminate such interference.

O. Outdoor dining areas shall be permitted to operate only during the hours that the associated restaurant is permitted to operate. Notwithstanding the above, all outdoor dining shall cease operations at 11pm; if the associated restaurant’s permitted operating hours extend beyond 11pm, only indoor dining shall be allowed past 11pm.

P. Operators of outdoor dining areas shall be required to comply with all applicable regulations of the Township’s Board of Health.

SECTION VIII – INSURANCE REQUIRED

No outdoor dining area permit shall be issued unless the applicant provides a certificate of insurance, issued by a company duly authorized to transact business under the laws of the State of New Jersey, evidencing insurance which provides for the payment of not less than $1,000,000 to satisfy all claims for damage by reason of bodily injuries to or the death of any person as a direct or indirect result of the operation of the outdoor cafe or for injury to
any person occurring on the premises occupied by such cafe, and further provides for the payment of not less than $10,000 to satisfy all claims for property damage occurring as a direct or indirect result of the operation of such cafe. Such certificate shall provide that the insurance company shall notify the Township of Berkeley Heights 10 days prior to cancellation or substantial change in coverage, and shall name the Township of Berkeley Heights as an additional insured thereunder.

SECTION IX – INDEMNIFICATION AGREEMENT

No outdoor dining area permit shall be issued unless the applicant shall have first executed and filed an indemnification agreement in a form approved by the Township Attorney of the Township of Berkeley Heights pursuant to which the applicant, in further consideration of the issuance of the permit, shall agree to forever defend, protect, indemnify and save harmless the Township of Berkeley Heights, its officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of or which may arise out of the applicant’s operation of such outdoor dining area.

SECTION X – MAINTENANCE AGREEMENT

For outdoor dining areas involving any Township sidewalk or property, no outdoor dining area permit shall be issued unless the applicant shall have first executed and filed a maintenance agreement in a form approved by the Township Attorney of the Township of Berkeley Heights pursuant to which the applicant shall agree, at the option of the Township, to either repair at its sole cost and expense, any damage caused to the sidewalk or other location by the operation of the outdoor dining area or to reimburse the Township in full for all costs and expenses incurred by it in making any such repairs, with and if so required by the Township Council for the Township of Berkeley Heights. The Township may require a bond to be filed by the licensee in an amount to be fixed by the Township.

SECTION XI – EXISTING OUTDOOR DINING

This Ordinance shall not affect or invalidate any current and valid approvals to operate an outdoor dining area pursuant to a previously approved site plan by the Planning Board or Zoning Board of Adjustment. Any expansion or alteration of the previously approved outdoor dining area shall require an outdoor dining license pursuant to this ordinance.

SECTION XII – REPEAL OF SECTION 6.3.2.G OF APPENDIX A

Section 6.3.2.G of Appendix A is hereby repealed.

SECTION XIII – REFERRAL TO PLANNING BOARD

This Ordinance shall be referred to the Planning Board for review consistent with the requirements of N.J.S.A. 40:55D-26a.
SECTION XIV – REPEAL

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION XV – SEVERABILITY

The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

INTRODUCED the ______ day of ________________________, 2022.

ADOPTED the ______ day of ________________________, 2022.

By: _______________________
   Angie Devanney, Mayor

ATTEST:

Ana Minkoff, Township Clerk
NOTICE OF
INTRODUCTION

Ordinance -2022

AN ORDINANCE ESTABLISHING REQUIREMENTS AND REGULATIONS FOR OUTDOOR DINING.”

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 April 19, 2022 and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on May 3, 2022 at 7:00 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.

Ana Minkoff
Township Clerk
BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING $1,830,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,349,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $1,830,000, including a grant in the amount of $410,000 from the State of New Jersey Department of Transportation for the purpose described in Section 3(c)(1) (the "State Grant") and further including the aggregate sum of $71,000 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of
provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments and the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of $1,349,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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

<table>
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<th>Purpose</th>
<th>Appropriation &amp; Estimated Cost</th>
<th>Estimated Maximum Amount of Bonds &amp; Notes</th>
<th>Period of Usefulness</th>
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<tbody>
<tr>
<td>a) <strong>Sewer:</strong></td>
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<tr>
<td>1) The replacement of equipment,</td>
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<td>including, but not limited to,</td>
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<tr>
<td>pump station pumps and</td>
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<td>nitrification basin mixers</td>
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<td>and further including all</td>
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<td>related costs and</td>
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<td>expenditures incidental</td>
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<tr>
<td>thereto.</td>
<td>$145,000</td>
<td>$137,750</td>
<td>15 years</td>
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<tr>
<td>b) **Department of Public</td>
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<tr>
<td>Works:**</td>
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<td>1) Various renovation projects,</td>
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<td>including, but not</td>
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</tbody>
</table>
limited to, the installation of an automatic gate at the Department of Public Works yard and renovations to the break/lunchroom area including an additional bathroom and further including all work and materials necessary therefor and incidental thereto.

2) Road segment reconstruction to various streets, including, but not limited to, Cedar Green Lane and Station Street and further including all work and materials necessary therefor and incidental thereto.

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<tr>
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</table>

3) Path improvements, including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$70,000</td>
<td>10 years</td>
</tr>
<tr>
<td></td>
<td>$66,500</td>
<td></td>
</tr>
</tbody>
</table>

4) Various paving projects, including, but not limited to, paving of the Rescue Squad lot and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20,000</td>
<td>10 years</td>
</tr>
<tr>
<td></td>
<td>$19,000</td>
<td></td>
</tr>
</tbody>
</table>

5) c) **Engineer:** Improvements to Kline Place and Fickler Place, including, but not limited to, paving, milling and reconstruction and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$50,000</td>
<td>10 years</td>
</tr>
<tr>
<td></td>
<td>$47,500</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Cost</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$825,000</td>
<td>10 years</td>
</tr>
<tr>
<td></td>
<td>$394,250</td>
<td></td>
</tr>
</tbody>
</table>

(includes a grant from the State of)
<table>
<thead>
<tr>
<th>theretofor and incidental thereto.</th>
<th>New Jersey Department of Transportation in the amount of $410,000)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2) Milling, paving, reconstruction, drainage and other improvements to various roads, including, but not limited to, Orchard Lane, Mercier Place and Old Farm Road and further including all work and materials necessary theretofor and incidental thereto.</td>
<td>$150,000 $142,500 10 years</td>
</tr>
<tr>
<td>3) Various drainage projects and improvements to various roads, including, but not limited to, Lenape Lane, Ken Drive and Martin Lane and further including all work and materials necessary theretofor and incidental thereto.</td>
<td>$60,000 $57,000 10 years</td>
</tr>
<tr>
<td>4) Milling, paving, reconstruction, drainage improvements and other road projects to various roads, including, but not limited to, Forest Avenue and Eaton Court and further including all work and materials necessary theretofor and incidental thereto.</td>
<td>$450,000 $427,500 10 years</td>
</tr>
</tbody>
</table>
d) **Fire Department:**
1) Various repairs, including, but not limited to, repairs to the front apron and further including all work and materials necessary therefor and incidental thereto.
   
<table>
<thead>
<tr>
<th></th>
<th>$20,000</th>
<th>$19,000</th>
<th>10 years</th>
</tr>
</thead>
</table>

2) Various paving projects, including, but not limited to, paving of the Firehouse parking lot and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>$15,000</th>
<th>$14,250</th>
<th>10 years</th>
</tr>
</thead>
</table>

Total:  

<table>
<thead>
<tr>
<th></th>
<th>$1,830,000</th>
<th>$1,349,000</th>
</tr>
</thead>
</table>

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

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The
chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

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

Section 6. The following additional matters are hereby determined, declared, recited and stated:
(a) The improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements or purposes that the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10.51 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $1,349,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $366,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

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

Section 8. Any grant moneys received for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or, if other than the State Grant referred to in Section 1 hereof, to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.
Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

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

INTRODUCED the _______ day of ____________________, 2022.

ADOPTED the _______ day of ____________________, 2022.

By: ____________________________
   Angie Devanney, Mayor

ATTEST:

______________________________
Ana Minkoff, Township Clerk
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Berkeley Heights, in the County of Union, State of New Jersey, on April 19, 2022. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at 29 Park Avenue, Berkeley Heights, on May 3, 2022 at 7:00 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost at www.berkeleyheights.gov, or by contacting the Clerk at aminkoff@bhtwp.com, for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING $1,830,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,349,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purposes:

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Appropriation &amp; Estimated Cost</th>
<th>Estimated Maximum Amount of Bonds &amp; Notes</th>
<th>Period of Usefulness</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Sewer:</td>
<td>$145,000</td>
<td>$137,750</td>
<td>15 years</td>
</tr>
<tr>
<td>The replacement of equipment, including, but not limited to, pump station pumps and nitrification basin mixers and further including all related costs and expenditures incidental thereto.</td>
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<tr>
<td>b) Department of Public Works:</td>
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<tr>
<td>1) Various renovation projects, including, but not limited to, the installation of an automatic gate at the Department of Public Works yard and renovations to the break/lunchroom area</td>
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</tr>
</tbody>
</table>


including an additional bathroom and further including all work and materials necessary therefor and incidental thereto.

2) Road segment reconstruction to various streets, including, but not limited to, Cedar Green Lane and Station Street and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>$25,000</th>
<th>$23,750</th>
<th>10 years</th>
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<tbody>
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3) Path improvements, including all work and materials necessary therefor and incidental thereto.

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<th>$70,000</th>
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4) Various paving projects, including, but not limited to, paving of the Rescue Squad lot and further including all work and materials necessary therefor and incidental thereto.

<table>
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<tr>
<th></th>
<th>$20,000</th>
<th>$19,000</th>
<th>10 years</th>
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$50,000 $47,500 $47,500

4) Various paving projects, including, but not limited to, paving of the Rescue Squad lot and further including all work and materials necessary therefor and incidental thereto.

<table>
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<th>$50,000</th>
<th>$47,500</th>
<th>10 years</th>
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<td></td>
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4) Various paving projects, including, but not limited to, paving of the Rescue Squad lot and further including all work and materials necessary therefor and incidental thereto.

<table>
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<tr>
<th></th>
<th>$825,000</th>
<th>$394,250</th>
<th>10 years</th>
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<th>$825,000</th>
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<th>10 years</th>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
2) Milling, paving, reconstruction, drainage and other improvements to various roads, including, but not limited to, Orchard Lane, Mercier Place and Old Farm Road and further including all work and materials necessary thereto and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>Cost 1</th>
<th>Cost 2</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$150,000</td>
<td>$142,500</td>
<td>10 years</td>
</tr>
</tbody>
</table>

3) Various drainage projects and improvements to various roads, including, but not limited to, Lenape Lane, Ken Drive and Martin Lane and further including all work and materials necessary thereto and incidental thereto.

<table>
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<tr>
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<th>Cost 1</th>
<th>Cost 2</th>
<th>Period</th>
</tr>
</thead>
<tbody>
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<td>10 years</td>
</tr>
</tbody>
</table>

4) Milling, paving, reconstruction, drainage improvements and other road projects to various roads, including, but not limited to, Forest Avenue and Eaton Court and further including all work and materials necessary thereto and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>Cost 1</th>
<th>Cost 2</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$450,000</td>
<td>$427,500</td>
<td>10 years</td>
</tr>
</tbody>
</table>

d) **Fire Department:**

1) Various repairs, including, but not limited to, repairs to the front apron and further including

<table>
<thead>
<tr>
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<th>Cost 2</th>
<th>Period</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$20,000</td>
<td>$19,000</td>
<td>10 years</td>
</tr>
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</table>
all work and materials necessary therefor and incidental thereto.

2) Various paving projects, including, but not limited to, paving of the Firehouse parking lot and further including all work and materials necessary therefor and incidental thereto. $15,000 $14,250 10 years

Total: $1,830,000 $1,349,000

Appropriation: $1,830,000
Bonds/Notes Authorized: $1,349,000
Grant Appropriated: $410,000 grant from the State of New Jersey Department of Transportation
Section 20 Costs: $366,000
Useful Life: 10.51 years

Ana Minkoff, Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.
BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING $1,262,690 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,136,421 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

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

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to $1,262,690 and further including the aggregate sum of $126,269 as the several down payments for the improvements or purposes which exceeds the amount required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.
Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of $1,136,421 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Appropriation &amp; Estimated Cost</th>
<th>Estimated Maximum Amount of Bonds &amp; Notes</th>
<th>Period of Usefulness</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) <strong>Sewer:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The replacement of equipment, including, but not limited to, a grinder submersible motor and a wet well muffin monster and further including all related costs and expenditures incidental thereto.</td>
<td>$131,690</td>
<td>$119,063</td>
<td>15 years</td>
</tr>
<tr>
<td>b) <strong>Engineer (Roads):</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs and other road improvements to various roads, including, but not limited to, portions of Kent Drive, Lenape Lane, Orchard Lane, Old Farm Road, Middle Way,</td>
<td>$131,690</td>
<td>$119,063</td>
<td>15 years</td>
</tr>
</tbody>
</table>
Chestnut Hill Drive, Runnymede Road and Gallinson Drive and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>$1,080,000</th>
<th>$972,672</th>
<th>10 years</th>
</tr>
</thead>
</table>

c) **Engineer (Bridges):** Repairs to various head walls, including, but not limited to, the head walls at Columbia Park and 32 Liberty Avenue Bridges and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>$51,000</th>
<th>$44,686</th>
<th>15 years</th>
</tr>
</thead>
</table>

Total: $1,262,690 $1,136,421

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

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all
such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

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

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

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

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 10.72 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by $1,136,421, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding $252,538 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes or improvements described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.
Section 8. Any grant moneys received, including any grants from the Federal Emergency Management Agency or otherwise, for the purposes or improvements described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

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

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited
obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

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

INTRODUCED the ______ day of ______________________, 2022.

ADOPTED the ______ day of ______________________, 2022.

By: __________________________

Angie Devanney, Mayor

ATTEST:

______________________________
Ana Minkoff, Township Clerk
NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Berkeley Heights, in the County of Union, State of New Jersey, on April 19, 2022. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at 29 Park Avenue, Berkeley Heights, on May 3, 2022, at 7:00 o'clock p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost at www.berkeleyheights.org, or by contacting aminkoff@bhtwp.com, for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS IN AND BY THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING $1,262,690 THEREFOR AND AUTHORIZING THE ISSUANCE OF $1,136,421 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purposes:

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<tr>
<th>Purpose</th>
<th>Appropriation &amp; Estimated Cost</th>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Gallinson Drive and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>$1,080,000</th>
<th>$972,672</th>
<th>10 years</th>
</tr>
</thead>
</table>

c) **Engineer (Bridges):**

Repairs to various head walls, including, but not limited to, the head walls at Columbia Park and 32 Liberty Avenue Bridges and further including all work and materials necessary therefor and incidental thereto.

<table>
<thead>
<tr>
<th></th>
<th>$51,000</th>
<th>$44,686</th>
<th>15 years</th>
</tr>
</thead>
</table>

**Total:**

<table>
<thead>
<tr>
<th></th>
<th>$1,262,690</th>
<th>$1,136,421</th>
</tr>
</thead>
</table>

Appropriation: $1,262,690

Bonds/Notes Authorized: $1,136,421

Grant Appropriated: N/A

Section 20 Costs: $252,538

Useful Life: 10.72 years

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

Ana Minkoff, Clerk