

**AGENDA
MUNICIPAL COUNCIL
WORKSESSION MEETING
Monday, February 11, 2013
6:00 p.m.**

1. Call to Order and Pledge of Allegiance.
2. Roll Call.
3. Adequate Notice of this meeting as required by the Open Public Meetings Act of 1975, has been provided by an Annual Notice sent to The Home News Tribune, The Star Ledger and the Sentinel on December 27, 2012 and posted in the Main Lobby of the Municipal Complex on the same date.
4. **ORAL PETITIONS AND REMARKS**
5. **APPROVAL OF MINUTES:**
 - a. Regular Meeting of December 12, 2012
 - b. Combined Meeting of December 26, 2012
6. **ADMINISTRATIVE AGENDA:
FROM MAYOR ANTONIA RICIGLIANO:**
 - a. Re-appointment of Mary T. Briggs as Registrar of Vital Statistics
7. **REPORTS FROM ALL COUNCIL COMMITTEES:**
8. **POINTS OF LIGHT**
9. **FROM THE BUSINESS ADMINISTRATOR:**
 - a. Resolution to submit Grant Application for 2013 PSE & G Direct Install Program for Government and Non Profit Facilities.
 - b. Resolution to purchase various Computer Equipment and supplies from CDW Government Incorporated through the Middlesex Regional Education Services Commission Cooperative Pricing System.
 - c. Award of Contract/Purchase for Various Computer Equipment
 - d. Award of Contract/Purchase for Lighting Control with Integrated Video for Edison TV.
 - e. Resolution amending the account charged for payment of the maintenance of the Avaya Phone Systems.
 - f. Award of One Year Renewal Contract to Redflex.
 - g. Award of Bid No. 12-12-07 for Maintenance Service Agreement for Elevators.
10. **FROM THE DEPARTMENT OF FINANCE:**

- a. Report of Disbursements through February 7, 2013.
 - b. Resolution authorizing refund in the amount of \$505,493.92 for redemption of tax sale certificates.
 - c. Resolution authorizing refund of tax overpayments, totaling \$3,136.07.
 - d. Resolution for Cancellation of Tax Sales Certificates, totaling \$684.74.
 - e. Resolution authorizing a reimbursement to Retiree Drug Subsidy for an overpayment of funds, totaling \$253.80.
 - f. Award of RFP for Appraisal services for Tax Court Appeals.
 - g. Resolution authorizing a refund of taxes to a disabled veteran.
 - h. Temporary Emergency Appropriation
11. **FROM THE DEPARTMENT OF HEALTH:**
- a. Awarding Contract of Bid No. 12-21-21 for a Solar Hot Water Heating System at the Edison Animal Shelter.
12. **FROM THE DEPARTMENT OF LAW:**
- a. Resolution authorizes the Mayor and Township Clerk to execute the attached Developer’s Agreement with Accurate Real Estate, LLC in connection with the property identified as block 649, Lots 11,12-A and 13A, commonly referred to as Route 27 and Cedar Street, as shown on the Edison Township tax map (the “Property”).
 - b. Resolution authorizing the Tax Assessor to Direct and Compromise County Board of Taxation and Tax Court Matters under Certain Conditions.
 - c. Ordinance requiring that all tattoo, body art and body piercing establishment shall be licensed.
 - d. Resolution supports the renovation of Oak Tree Road Bridge over the Conrail Lehigh Valley Railroad Line.
13. **FROM THE LIBRARY:**
- a. Resolution authorizing payment to Literacy Programs of New Jersey for Assessment for the Township Libraries for the Period of July 1, 2012- June 30, 2013.
 - b. Resolution authorizing payment to Libraries of Middlesex for Assessment for the Township Libraries for the Period of January 1, 2013 –M March 31, 2013.
14. **FROM THE DEPARTMENT OF PLANNING AND ENGINEERING:**
- a. Releasing Cash Performance Guarantee for Permit No.11-001 to Advanced Roofing, Inc.
 - b. Refunding Tree Maintenance Bond for Tree Permit No. 09-075 to Waseem Enterprises , LLC.
 - c. Refunding Maintenance Bond on Established Site Improvements under

- d. application No.Z01-07/08 to Waseem Enterprises.
 - d. Refunding Unused Portion of Engineering Inspection Fee on Completed Site Plan Improvements for Gooding Court Minor Subdivision under Application #P4833.
 - e. Refunding Tree Maintenance Bond for Tree Permit No. 07-41 to Tingley Woods,LLC.
 - f. Refund of a Construction Permit fee to a Senior Resident.
 - g. Resolution for Township Acceptance of the constructed improvements under Public Bid No. 12-25-01R: 2012 CDBG Curb and Sidewalk Replacement Program, and this resolution also authorizes final contract payment to M.Sky Construction Corp.
 - h. Ordinance revises and re-establishes the location of residential parking on Taft Avenue .
 - i. Resolution authorizing change order to A-Plus Construction for Case Number 0811 Community Development Block Grant.
 - ii. Award of Bid No. 12-25-04 for Edison Municipal Complex ADA & Site Improvements.
15. **FROM THE DEPARTMENT OF PUBLIC WORKS:**
- a. Awarding an Emergency Contract/Purchase order for replacement motors at the PED Place Pump Station.
 - b. Awarding of Contract/Purchase order for the purchase of Labrie Sanitation Parts.
 - c. Awarding Contract for Recycling receipt and Marketing.
 - d. Awarding Contract/Purchase order for the furnishing of Automotive Parts for Heavy Duty Vehicles.
 - e. Awarding Contract/Purchase order for the furnishing of Maintenance and Repair for Heavy Duty Vehicles.
 - f. Award of Bid No. 13-01-05 for Emergency Pump Station Repairs.
 - g. Awarding Contract No. 12-09-2013 for the purchase of a 2013 Refuse Collection Truck-25 cu yards.
16. **FROM THE CHIEF OF POLICE:**
- a. Resolution accepting payment for 2012 Middlesex County Multi-Jurisdictional Gang/Gun/Narcotics Task Force.
 - b. Awarding of Contract/Purchase order for Online Reporting System.
 - c. Awarding of Contract/Purchase order for Furnishing and Installation of Counter Tops.
 - d. Awarding of Contract/Purchase order for the Maintenance and Support of Power DMS.
17. **FROM THE COUNCIL MEMBER OF THE PLANNING BOARD:**
18. **UNFINISHED BUSINESS:
ORDINANCES FOR FURTHER CONSIDERATION, PUBLIC HEARING, AND
FINAL ADOPTION:**

O.1822-2013 THIS ORDINANCE ESTABLISHES PARKING
PROHIBITIONS (NO PARKING) ON A SEGMENT OF
RIVERSIDE DRIVE, IN RARITAN CENTER.

19. **PROPOSED RESOLUTIONS:**

None

20. **DISCUSSION ITEMS:**

Council President Diehl

a. NONE

Councilmember Gomez

a. NONE

Councilmember Karabinchak

- a. Tax Appeals
- b. Capital Improvements
- c. Oak Tree & Woodland Intersections
- d. Overlay Zone

Councilmember Lankey

a. NONE

Councilmember Lombardi

a. NONE

Councilmember Mascola

a. NONE

Councilmember Prasad

a. NONE

21. **CLOSED SESSION:**

a. Litigation

22. **ADJOURNMENT**

RESOLUTION

APPROVAL OF DISBURSEMENT OF FUNDS BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF EDISON FOR THE PERIOD ENDING February 7, 2013

WHEREAS, the Director of Finance of the Township of Edison has transmitted
to the Township Council a Report of Disbursements made through February 7, 2013

FUND	AMOUNT
Current	\$14,273,313.66
Affordable Housing	9,260.83
Capital	3,998.00
Cash Performance	0.00
CDBG	131,614.88
Developers Escrow	6,098.93
Dog (Animal Control)	936.95
Federal Forfeited	1,273.00
Grant Funds	50,290.17
Law Enforcement	0.00
Park Improvement	0.00
Payroll Deductions	479,155.49
Sanitation Fund	181,252.79
Sewer Utility	2,013,011.31
Tax Sale Redemption	815,471.97
Tree Fund	1,000.00
Tree Planting	0.00
Trust	182,656.33
TOTAL	\$18,149,334.31

/s/ Janice Saponaro
Chief Financial Officer

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township
of Edison, that the above-referenced disbursements report is hereby approved.

**TOWNSHIP OF EDISON
MUNICIPAL RESOLUTION**

WHEREAS, the 2013 Public Service Electric & Gas (PSE&G) has opportunities available for subsidies/grants under its 2013 Direct Install Program for Government and Non-Profit Facilities for energy-saving, municipal projects under 150kW peak demand; and

WHEREAS, a number of Township of Edison municipal facilities (i.e.: EDPW Garage/Durham Ave.; EDPW REC Garage/New York Blvd.; EDF Fire Station #1/Plainfield Ave.; EDF Fire Station #3 Clara Barton/Amboy Avenue; EDF Fire Station #4/New Dover Rd.; EDF Fire Station #5/Beverly St.) are in need of having such work performed, but lack the funds to do so; and

WHEREAS, an application shall be developed and submitted to the 2013 PSE&G Direct Install Program to support the design, purchase and installation of interior lighting and related lighting controls, which shall save energy resources, decrease local operating costs and reduce greenhouse gasses; and

WHEREAS, a maximum project subsidy of 80% is available from the 2013 PSE&G Direct Install Program , with a requisite 20% match to be supported by the cash value of energy cost savings over a two-year period; and

WHEREAS, the total, estimated cost of the 2013 PSE&G Direct Install Program Projects cited above shall not exceed \$40,000 per project, for a maximum, combined total of \$200,000, which shall be supported by the combined subsidy/grant program awards and cash value of resultant energy savings over a two-year period; and

WHEREAS, the 2013 PSE&G Direct Install Program operates through an established, pre-qualified set of participating contractors, who perform start-to-finish program services, including the pre-and post project-based, energy audits to identify equipment that is not energy-efficient to be replaced, obtaining Program approval of chosen improvements and equipment replacement; and

WHEREAS, pursuant to 2013 PSE&G Direct Install Program guidelines, only certified contractors are qualified to perform work under this program; and

WHEREAS, Facility Solutions Group (FSG) is a qualified contractor, certified to participate in the NJBPU Clean Energy Direct Install Program and holds a NJ State Cooperative Purchasing Contract; and

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the Township of Edison, County of Middlesex, State of New Jersey, does hereby approve the development and submission of said subsidy/grant application, at a regularly-scheduled public meeting on February 13, 2013.

BE IT FURTHER RESOLVED, that such grant/subsidy funds that are received as a product of this application to the Direct Install Program for Government and Non-Profit Facilities for a maximum, combined award of \$160,000.00, will be accepted, administered, documented and disbursed in accordance with all applicable 2013 PSE&G DIP, local, county, state and federal regulations and statutes.

RESOLUTION AUTHORIZING THE TOWNSHIP OF EDISON TO PURCHASE VARIOUS COMPUTER EQUIPMENT AND SUPPLIES FROM CDW GOVERNMENT INCORPORATED THROUGH THE MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION COOPERATIVE PRICING SYSTEM

WHEREAS, N.J.S.A. 40A:11-11 et seq., authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the Township of Edison is a member of the MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION PRICING SYSTEM; and

WHEREAS, CDW GOVERNMENT INCORPORATED, 2 Enterprise Dr., Suite 404, Shelton, CT 06484 has been awarded Contract MRESC RFB 10/11-41 (technology catalog) through this Cooperative Pricing System; and

WHEREAS, the Township of Edison intends to enter into a contract/purchase order with CDW GOVERNMENT INCORPORATED for the purchase of various computer equipment and supplies; and

WHEREAS, the total amount of this contract, not to exceed \$10,000.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order and any other necessary documents, in the amount of \$10,000.00 with CDW GOVERNMENT INCORPORATED, 2 Enterprise Dr., Suite 404, Shelton, CT 06484, the approved Middlesex Regional Educational Services Commission Cooperative Pricing System vendor through this resolution, which shall be subject to all the conditions applicable to the current Middlesex Regional Educational Services Cooperative Pricing System Contract as set forth above.
2. This contract is awarded pursuant to N.J.S.A. 40A:11-11 et seq.

**RESOLUTION AWARDING CONTRACT/PURCHASE ORDER TO COMPUTER SYSTEMS &
METHODS FOR THE FURNISHING OF VARIOUS COMPUTER EQUIPMENT FOR THE TOWNSHIP
OF EDISON**

WHEREAS, there is a need to purchase various computer equipment, parts, etc. for the Township of Edison over the course of the year; and

WHEREAS, COMPUTER SYSTEMS & METHODS, 15 Maple St., Somerville, NJ 08876 has been awarded the State Contract Number 75583 under M-0483/WSCA Computer Contract for this purchase; and

WHEREAS, in accordance with the authority set forth in N.J.S.A. 40A:11-12 of the Local Public Contracts Law, public bidding is not required when the purchase is under a state contract.

WHEREAS, the total amount of this contract, not to exceed \$20,000.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order in the amount not to exceed \$20,000.00 and any other necessary documents, with COMPUTER SYSTEMS & METHODS, 15 Maple St., Somerville, NJ 08876 as described herein.
2. This contract is authorized pursuant to the authority set forth in N.J.S.A. 40A:11-12 of the Local Public Contracts Law, and State Contract, No. 75583 under M-0483.

RESOLUTION ACCEPTING QUOTE AND AWARDING CONTRACT/PURCHASE ORDER TO SHADOWSTONE FOR A LIGHTING CONTROL CONSOLE WITH INTEGRATED VIDEO FOR EDISON TV

WHEREAS, quotes were solicited by the Township of Edison for a lighting control console with integrated video for Edison TV; and

WHEREAS, SHADOWSTONE, One Entin Rd #2, Clifton, NJ 07014 submitted the lowest quote in the amount of \$5,910.00; and

WHEREAS, funds in the amount of \$5,910.00 have been certified to be available in the US DOE EECBG Grant Account, No. G-02-10-0100-806-001.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All quotes have been reviewed, and the quote as submitted by SHADOWSTONE, One Entin Rd #2, Clifton, NJ 07014 for a lighting control console with integrated video for Edison TV, is determined to be the lowest quote.
2. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order in the amount of \$5,910.00, and any other necessary documents, with SHADOWSTONE

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$5,910.00** are available for the above contract in Account No. **G-02-10-0100-806-001**.

Janice Saponaro
Chief Financial Officer

Date

RESOLUTION AMENDING THE ACCOUNT CHARGED FOR PAYMENT OF THE MAINTENANCE OF THE AVAYA PHONE SYSTEM TO OFFICE SOLUTIONS, INC.

WHEREAS; by Resolution R.770-112012, OFFICE SOLUTIONS, INC., 217 Mt. Horeb Rd., Warren, NJ 07059, was awarded contract Number 80802 under T-1316/Telecommunications Equipment and Services for the maintenance, support and upgrade of the Avaya phone system for the year 2013; and

WHEREAS; the aforementioned resolution certified funds in the amount of \$17,686.28 to be available in the Business Administrator Maintenance of Other Equipment Account; and

WHEREAS; the Township wants to budget these funds from the Public Buildings Telephone Account, No. 3-01-31-0440-000-076; and

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, that the appropriation for said contract/purchase order shall be amended and charged under the Public Buildings Telephone Account, No. 3-01-31-0440-000-076.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of \$17,686.28 are available for the above in Account No. 3-01-31-0440-000-076, subject to and contingent upon appropriation of sufficient funds in the 2013 budget.

Janice Saponaro
Chief Financial Officer

Date

RESOLUTION AWARDING A ONE YEAR RENEWAL CONTRACT TO REDFLEX TRAFFIC SYSTEMS FOR AUTOMATED PHOTO ENFORCEMENT SYSTEM

WHEREAS, bids were received on January 14, 2009 for RFP-08-12, Automated Photo Enforcement System; and

WHEREAS, R.125-032009 dated March 11, 2009 authorized a three year contract with REDFLEX TRAFFIC SYSTEMS, 23751 N. 23rd Avenue, Phoenix, AZ 85085 which expires on April 14, 2012; and

WHEREAS, the contract allows for two (2), one (1) year renewals with all conditions, requirements and terms of the contract remaining the same; and

WHEREAS, Resolution R.168-032012 renewed the contract for one additional year for the period of April 15, 2012 – April 14, 2013; and

WHEREAS, the Township of Edison would like to exercise the option to renew the contract for the second additional year commencing April 15, 2013.

NOW, THEREFORE, IT IS RESOLVED by the Municipal Council of the Township of Edison, Middlesex County, New Jersey, that the appropriate Township Officials are hereby authorized to execute a contract with REDFLEX TRAFFIC SYSTEMS for a period of one (1) year commencing April 15, 2013.

RESOLUTION AWARDING FEDERAL ELEVATOR INCORPORATED MAINTENANCE SERVICE AGREEMENT FOR HYDRAULIC PASSENGER ELEVATORS FOR THE MUNICIPAL BUILDINGS

WHEREAS, bids were received by the Township of Edison on June 29, 2012 for Public Bid No. 12-12-07, Elevator Maintenance and Repair-Libraries; and

WHEREAS, FEDERAL ELEVATOR, 1130B Industrial Way, Brick, NJ 08724, was awarded the contract for the maintenance of the libraries' elevators in the amount of \$4,700.00; and

WHEREAS, The Township of Edison Municipal Building has three hydraulic elevators that were not on this contract as their three hydraulic elevators were still under warranty from when they were renovated but those warranties have expired in February;

WHEREAS; The Township's solicited quotes for the maintenance and repair of these elevators through August which is when the Library's contract expires and they can be included in that bid; and

WHEREAS; FEDERAL ELEVATOR, 1130B Industrial Way, Brick, NJ 08724 submitted the lowest quote in the amount of \$270.00 per month for a total of \$1,890.00 for the three hydraulic elevators; and

WHEREAS; this will bring the contract with Federal Elevator to a total of \$6,590.00 which is over the \$5,000.00 needed for council approval; and

WHEREAS, the total amount of these additional monies, not to exceed \$1,890.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All quotes have been reviewed, and the quote as submitted by Federal Elevator, 1130B Industrial Way, Brick, NJ 08724 for the maintenance of the three hydraulic passenger elevators in the municipal building is determined to be the lowest quote.
2. The Mayor, or her designee, is hereby authorized to execute a contract and any other necessary documents with FEDERAL ELEVATOR an additional \$1,890.00 for a total contract amount of \$6,590.00.

RESOLUTION

WHEREAS, at various sales of land for delinquent taxes held by the Edison Township Collector of Taxes, Middlesex County, New Jersey, the attached listing of tax sale certificates were sold; and

WHEREAS, the said tax sale certificates have been redeemed thereof, and the purchasers of said property are legally entitled to a refund of monies paid at the time of redemption.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Edison, that the Director of Finance is hereby authorized to draw checks to the noted parties in the amounts specified on the attached listing, totaling \$505,493.92.

February 13, 2013

RESOLUTION

Whereas, on various properties located within the Township of Edison, overpayments of real estate taxes have been made due to erroneous or duplicate payments: and

Whereas, applications have been made to the Tax Collector for refunds of said overpayments, totaling \$3,136.07 and

Whereas, the attached listing is a detail of the requested refund.

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the Township of Edison that the Director of Finance shall and is hereby authorized to draw checks to the parties in the amounts specified on the attached listing.

February 13, 2013

**RESOLUTION
CANCELLATION OF TAX SALE CERTIFICATES**

WHEREAS, THE COLLECTOR OF TAXES advises that the following Taxpayer(s) had Tax Certificates erroneously issued, which need to be cancelled, and hereby recommends that, upon cancellation of the tax sale certificate, the lien holders are entitled to a reimbursement of the amount and premium.

<u>BLOCK</u>	<u>LOT</u>	<u>LIEN HOLDER</u>	<u>CERT #</u>	<u>AMOUNT</u>	<u>PREMIUM</u>
82.D	2	US Bank for Pro Cap II LLC	12-00076	\$ 97.20	\$200.00
429	5.01	Natu Patel	12-00408	\$ 387.54	n/a

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Edison that the appropriate Municipal Officers be, and they are hereby authorized to execute a cancellation and discharge of the aforementioned Tax Sale Certificates.

BE IT FURTHER RESOLVED, by the Municipal Council of the Township of Edison that the Director of Finance shall and is hereby authorized to draw a check to the lien holders above totaling the amount of \$684.74.

February 13, 2013

RESOLUTION AUTHORIZING A REIMBURSEMENT TO RETIREE DRUG SUBSIDY CENTER FOR OVERPAYMENT OF FUNDS

WHEREAS, Retiree Drug Subsidy Center, made an overpayment for application number 173094, Plan Year 2010 to the Township of Edison for the amount of \$253.80; and

WHEREAS, in accordance with the Code of the Township of Edison, Section 12-6.2(m) the appropriate fee for Retiree Drug Subsidy Center for overpayment of \$253.80.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, that the Chief Financial Officer of the Township of Edison shall refund the amount of \$253.80 to Retiree Drug Subsidy Center, P.O. Box 6865, Towson, MD 21204 which amount represents the amount of overpayment for the Retiree Drug Subsidy Center.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount not to exceed **\$253.80** are available for the above refund in Account No. **2-01-23-0220-000-253**.

Janice Saponaro, Chief Financial Officer

Date

RESOLUTION AWARDING CONTRACT TO VALUE RESEARCH GROUP FOR APPRAISAL SERVICES FOR TAX COURT APPEALS

WHEREAS, the Township of Edison advertised on the Township website for Request for Proposals on December 31, 2012, for RFP 13-01 APPRAISAL SERVICES FOR TAX COURT APPEALS for a bid opening date of January 15, 2013 and nine (9) proposals were received; and

WHEREAS, after review of said proposals, it has been recommended by the Township that the contract be awarded to VALUE RESEARCH GROUP, 301 S. Livingston Avenue, Suite 104, Livingston, NJ 07039; and

WHEREAS, the total amount of this contract, not to exceed \$80,000.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All proposals have been reviewed, and the proposal as submitted by VALUE RESEARCH GROUP, 301 S. Livingston Avenue, Suite 104, Livingston, NJ 07039 is determined to be in the best interest of the township, price and other factors considered, for Appraisal Services for Tax Court Appeals.
2. The Mayor, or her designee, is hereby authorized to execute a contract in the amount not to exceed \$80,000.00, and any other necessary documents, with VALUE RESEARCH GROUP in accordance with their proposal.

EXPLANATION: A Resolution authorizing a refund of taxes for a disabled veteran.

EDISON TOWNSHIP

RESOLUTION

WHEREAS, pursuant to N.J.S.A. 54:4.3-30, the dwelling of a disabled veteran shall be exempt from real property taxes; and

WHEREAS, Steven R. Ross, is a veteran who has been determined to have suffered a 100% service-related disability and who resides at 608 Woodhaven Drive, Edison, Block 1142, Lot 24, Qualifier C0608; and

WHEREAS, the original determination of said disability was retroactive to March 9, 2011 and pursuant to N.J.S.A. 54:4.3-30 and Township Code Section 5-7 the Township Council by Resolution R.216-042011 adopted on April 13, 2011 authorized the appropriate exemption and refund being the cancellation of real property taxes for the 2nd, 3rd and 4th quarters of 2011 and a refund of taxes paid for the time period of March 9, 2011 thru March 31, 2011; and

WHEREAS, Mr. Ross appealed the effective date of his disability to the Department of Veterans Affairs and by letter of January 31, 2013 the Department of Veterans Affairs granted his appeal and revised the effective date of his disability to August 17, 2009; and

WHEREAS, as the Township allows a refund for the current year in which the application was submitted and the prior year, and where Mr. Ross has been paid a portion of the refund for the year the application was received by Resolution R.216-042011, and due to the revised effective date of his disability Mr. Ross is now owed a refund of taxes paid between March 9, 2011 and January 1, 2010.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Edison that property taxes due on Block 1142, Lot 24, Qualifier C0608, assessed to Steven R. Ross, for the time period of paid between March 9, 2011 and January 1, 2010 be cancelled and refunded.

BE IT FURTHER RESOLVED that the Chief Financial Officer of the Township of Edison draw a check to the order of Steven R. Ross for taxes he paid for the time period between March 9, 2011 and January 1, 2010 in the amount of \$4,565.52.

AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS FOR 2013

WHEREAS, the Local Budget Law (N.J.S.A. 40A:4-20), directs that the Governing Body of a municipality may adopt an Emergency Temporary Resolution after the adoption of Temporary Appropriations but before the adoption of the annual budget to authorize additional appropriations; and

WHEREAS, the initial temporary appropriations were adopted on December 26, 2012 and ;

WHEREAS, the temporary appropriations on the annexed spread sheet are calculated the rate of 1/12th the corresponding 2012 .

NOW, THEREFORE, IT IS RESOLVED by the **COUNCIL OF THE TOWNSHIP OF EDISON**, in the County of Middlesex, New Jersey that the foregoing emergency temporary appropriations above are hereby approved and the proper Township Officials are authorized to process these accordingly.

1. Emergency temporary appropriations be and the same are hereby made in the amount of \$ as follows:

PUBLIC BUILDING	3-01-31-0440-000-076	OE	\$18,000.00
PURCHASING POSTAGE	3-01-20-0100-003-022	OE	\$14,000.00

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO PFISTER ENERGY
INCORPORATED FOR A SOLAR HOT WATER HEATING SYSTEM AT THE EDISON ANIMAL
SHELTER**

WHEREAS, bids were received by the Township of Edison on January 11, 2013 for Public Bid No. 12-12-21-Solar Hot Water Heating System; and

WHEREAS, PFISTER ENERGY INCORPORATED, 57 Goffle Rd., Hawthorne, NJ 07506 submitted the lowest legally responsible, responsive bid; and

WHEREAS, the total amount of this contract shall not exceed \$37,089.01; and

WHEREAS, funds in the amount of \$37,089.01 have been certified to be available in the USDOE EECBG Grant Account, Number G-02-10-0100-806-001.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All bids have been reviewed, and the bid submitted by PFISTER ENERGY INCORPORATED, 57 Goffle Rd., Hawthorne, NJ 07506 for a Solar Hot Water Heating System at the Edison Animal Shelter, is determined to be the lowest legally responsible, responsive bid.
2. The Mayor, or her designee, is hereby authorized to execute a contract in the amount not to exceed \$37,089.01, and any other necessary documents, with PFISTER ENERGY INCORPORATED as described herein.
3. The Township of Edison Purchasing Agent is hereby authorized to return any and all deposits and/or bonds of the unsuccessful bidders.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$37,089.01** are available for the above contract in Account No. **G-02-10-0100-806-001**.

Janice A. Saponaro
Chief Financial Officer

Date

DEVELOPER'S AGREEMENT

THIS DEVELOPER'S AGREEMENT (hereinafter referred to as the "Agreement"), is made and executed this _____ day of _____, 2013, by and between:

The Township of Edison
100 Municipal Boulevard
Edison, New Jersey 08817

and

ACCURATE REAL ESTATE, LLC
Route 27 and Cedar Street
Edison, NJ 08817

Affecting all or a portion of real estate known as Block 649, Lots 11, 12-A and 13-A, as shown on the Edison Township Tax Map, and more commonly known and referred to as Route 27 and Cedar Street, Edison, New Jersey;

WHEREAS, the Township of Edison (hereinafter referred to as "the Township"), is a public body politic and corporate of the State of New Jersey; and

WHEREAS, Accurate Real Estate, LLC (hereinafter referred to as "the Developer") is the owner of land known as Block 649, Lots 11, 12-A and 13-A, as shown on the Edison Township Tax Map, and more commonly known and referred to as Route 27 and Cedar Street, Edison, New Jersey (hereinafter referred to as "the Property"), which (a) is located in the Township's O-S-2 Zoning District; and (b) site consists of one (1) parcel totaling 20,942.76 square feet located on the west side of Route 27, south of Oak Tree Road, on the north corner of Cedar Street. The property is presently vacant woods;

WHEREAS the Developer applied to the Edison Township Planning Board, requesting preliminary and final site plan approval (Planning Board Application No.: P12-03/04) with bulk variance relief (Planning Board Application No.: P19-03/04) to permit the construction of a two-

story office building with parking for 27 cars including stormwater management to utilize existing drainage structures in the public right-of-way, one (1) two-way access to the parking lot from Route 27, site landscaping, lighting, a dumpster enclosure, three (3) sides of reinforced concrete retaining walls surrounding the site at four feet in height along Cedar Street and rising to 13.6 feet in height with three (3) terraces of six feet high adjacent to the existing residence on Cedar Street which will have a four foot high chain link fence on the top, and the north side will be contained by a retaining wall up to ten feet high with a chain link fence on top, adjacent to the existing residences on Route 27 on its property on Route 27 and Cedar Street, Block 649 Lots 11, 12-A and 13-A on the Township Tax Map; and

WHEREAS, the Board took jurisdiction and conducted a public hearing on this application at its meetings on June 14, 2004, at which time the Board considered the application materials submitted and plans and reports presented; and

WHEREAS, the Board voted to deny the Developer preliminary and final site plan and variance approval which was memorialized by way of Resolution adopted by the Board of June 14, 2004. The Developer by way of the matter of: Accurate Real Estate, LLC v. Edison Township Planning Board, Docket No.: MID-L-5384-04 successfully appealed and overturned by the Board's denial by a Decision and Order dated January 11, 2005 which granted the Developer the requested preliminary and final site plan and variance approval. Thereafter the by Board Resolution adopted on November 19, 2007 extended the approvals granted by the Court (hereinafter collectively referred to as the "Approval"), which is made part of this Developer's Agreement and is attached hereto as **EXHIBIT A**. The approvals are still in effect by application of the Permit Extension Act of 2008, N.J.S.A. 40:55D-136.1 et seq. as recently amended by P.L. 2012, c. 48 approved and effective September 19, 2012; and

WHEREAS, the Developer submitted and the Board approved the following Exhibits:

1. Plan entitled "Proposed Office Building for Accurate Real Estate, LLC Route 27

Edison, New Jersey 08820 Block 649 Lots 11, 12A,” prepared by AJV Engineering, Inc., dated August 15, 2003, last revised May 16, 2012 consisting of three (3) sheets, and as may thereafter be amended for Resolution compliance; and,

(hereinafter referred to as the “Original Plans”) a copies of which is attached hereto as **EXHIBIT B** and is made a part of this Developer’s Agreement by reference as though fully set forth at length herein; and

WHEREAS, the Developer at the time of the initial Planning Board application was a contract purchaser, ad since that time the Developer has purchased the property and represents that it is the owner of the fee simple title in and to the Property; and

WHEREAS, Section 39-12.24 of the Township Code requires that the Developer, its duly authorized agent(s) or its assignees(s), enter into this Developer’s Agreement with the Township prior to the commencement of any on-site construction; and

WHEREAS, the Approval calls for satisfaction of outstanding planning and engineering review comments and recommendations, as contained in the Board’s Planning Consultant’s report and Engineering Consultant’s reports, all of which are made a part of this Developer’s Agreement as though set forth fully at length herein; and

WHEREAS, the Approval calls for certain improvements and the Developer has agreed to construct these improvements pursuant to the Plans, Approval, Resolutions, and representations made to the Board, all of which are made a part of this Developer’s Agreement, as though set forth fully at length herein; and

WHEREAS, the Approval requires and the Developer has agreed, in accordance with the Township Code, that the Application meet certain conditions prior to being provided with approval to commence on site construction.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, understandings, and agreements herein contained herein, and the sum of one (\$1.00) dollar in

lawful money of the United States of America, the receipt and sufficiency of which is hereby acknowledged by each party, and for good and valuable consideration, the parties, their successors, and assigns, agree as follows:

1. **Application of the Agreement.** The terms and conditions of this Developer's Agreement shall be applicable to the Property and the Project, and any and off site or off tract improvements relating to the Project. This Developer's Agreement shall apply only to this project by the Developer.
2. **Developer Bound.** The Developer agrees to be bound by all Resolutions, representations, commitments, matters of fact and matters of law which constitute the file and record of the Board, oral and written, all of which are made a part of this Developer's Agreement by reference hereto as though fully set forth herein, and it will faithfully discharge all of the obligations and commitments thereof.
3. **Construction Subject to Ordinances.** The Developer shall construct and design all improvements in accordance with the specifications of the Land Use Ordinances of the Township, as amended to date, in a manner satisfactory to the Township Engineer and in accordance with the improvements set forth on the Approved Plans. Developer shall perform all work in full compliance and observation of all ordinances of the Township. The Developer shall be responsible for securing any and all permits required by law including, but not limited to, road opening permits and any and all other permits required by the ordinances of the Township and to pay the requisite fees called for under the appropriate fee schedules.
4. **Performance Guarantees.** Prior to commencing construction, and the issuance of the initial construction permit, Developer (in this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall provide the following:

- a. A performance guarantee in the amount of \$199,294.80 for the installation of improvements identified on the Plans (the "Performance Guarantee"). The Performance Guarantee may be released by Resolution of the Township, and in accordance with the terms of N.J.S.A. 40:55D-53 (the Municipal Land Use Law or "MLUL"), upon partial or complete construction as provided in N.J.S.A. 40:55D-53, and the posting and acceptance of a maintenance bond, as may be required by the Township. The Performance Guarantee shall be provided by the Developer to the Township in a form acceptable to the Township Attorney, and in accordance with the estimates issued by the Township Engineer, attached hereto as **EXHIBIT C** and made a part hereof. The Performance Guarantee shall be comprised of cash or the following:
1. a letter of credit, surety bond or certified check in the amount of \$179,365.32 and
 2. a cash deposit or certified check in the amount of \$19,929.48, constituting ten (10%) percent of the Performance Guarantee.
- b. Inspection fees in the amount of \$8,303.95.

Every bond, whether cash or surety, shall contain a clause to the effect that a determination made by the Township Engineer that the principal has defaulted in the performance obligations shall be binding and conclusive upon the surety and the principal. The Developer and/or third parties on behalf of the Developer may object by formal written notice and/or cure said default within ten (10) days after being notified of the Township Engineer's determination of default. The cash portion may be utilized by the Township upon default of the Developer and/or third parties on behalf of the Developer to cure any defect or breach under this Developer and/or third parties on behalf of the Developer's Agreement. Sureties shall be instructed to indicate that the guarantee automatically continues if the work is not completed by the stated expiration date. In addition, all taxes, assessments, escrows and fees for the Property must be paid prior to the release of the Performance Guarantee. The amount of the Performance Guarantee may be reduced in accordance with the provisions of N.J.S.A. 40:55D-53 when portions of improvements have been completed and accepted.

5. **Replacement Bond**. (In this paragraph only the term "Developer" shall mean the

Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor)

- a. In the event that any insurance company, financial institution or other entity issuing a Performance Guarantee hereunder shall be subject to a reorganization, rehabilitation, other action whereby a state or federal agency has taken over management of the entity, or, if in the reasonable opinion of the Township, the circumstances and condition of the entity results in the Township declaring that it believes that its interests are jeopardized, within forty-five (45) days of such written notification, the Developer and/or third parties on behalf of the Developer shall replace the Performance Guarantee(s). If requested by the Developer and/or third parties on behalf of the Developer, the Township shall adopt a Resolution conditionally releasing the jeopardized Performance Guarantee(s) subject to the posting of satisfactory substitute guarantee(s).
- b. In the event any Performance Guarantee shall lapse, be cancelled or withdrawn or otherwise not remain in full force and effect, the Developer and/or third parties on behalf of the Developer, until an approved replacement guarantee has been deposited with the Township, will, if required by the Township Engineer, cease and desist any and all work on bonded improvements unless the required improvements under the Board approval and this Developer and/or third parties on behalf of the Developer's Agreement have been completed and approved by the Township Engineer.

6. **Engineering Escrows and Legal Fees**. The Developer shall deposit with the Township inspection fees in accordance with the Edison Township Code and Paragraph 4(b) hereof prior to the issuance of any building permit. Over and above any costs associated with filing fees, such escrow deposit is to cover the legal costs associated with the review of applications, both as to completeness and as to content; for the review and preparation of documents, including, but not limited to; drafting resolutions, ordinances, easements, this Developer's Agreement, and any necessary correspondences with Developer, Developer's professionals, the Township and/or its professional personnel, including, but not limited to, the Township Engineer; and to cover the costs associated with services to be rendered by the Township Engineer or his/her authorized representatives or other approving authority in connection with the inspections of the improvements of the Project. The Township Attorney and the Township Engineer will bill

the Developer at the same hourly rate and in the same manner as it bills the Township. Said monies will be held and administered in accordance with Section 53.1 and 53.2 of the MLUL and their subsections.

Upon completion of all improvements at the Project, should any deposit monies be left over in escrow, the unused balance including any interest accrued shall be paid to Developer in accordance with Section 53.2(d) of the MLUL. Alternatively, should there be a shortage of funds in escrow to cover the legal or engineering inspection costs described herein, the Developer shall pay the additional amount as certified by the Township Chief Financial Officer.

7. **Building Permit.** In consideration of the execution of this Developer's Agreement, the posting of the guarantees and deposits as herein required, and after complying with the terms and conditions of the Resolution with respect to this Project, including, but not limited to, satisfaction of the conditions precedent for the issuance of a building permit, Developer shall be entitled to a building permit for this Development after proper application has been made to the Construction Official of the Township and subject to this Developer's Agreement and all laws, rules and regulations applicable to this Development.
8. **General Provisions.** It is further understood and agreed between the parties hereto as follows:
 - a. The Developer will comply with the Land Development Ordinances of the Township of Edison and all other applicable ordinances of the Township.
 - b. The Developer agrees to place all new utilities underground.
 - c. Road excavation and grading operations shall be under the supervision of a licensed professional engineer so that rainfall run-off will not create serious problems or erosion flooding or the deposit of mud and debris on abutting properties. Said engineer shall advise the Township Engineer of the measures to be taken that will afford this protection.

- d. Connections to existing sanitary sewers shall be plugged at the start of construction and shall not be opened until the line has passed a leakage test and has been inspected and approved by the Township Engineer or her/his authorized agent.
- e. Where required by the Construction Code Official and Township Engineer, a site development plan shall be submitted before issuance of a building permit in order to ensure adequate means of ingress and egress to Property with extreme topography.
- f. The Developer shall include within its maintenance bond all landscaping.
- g. No construction vehicles and equipment shall park on existing Township streets. Hours of construction, including, installation of any improvements, shall be 7:00 a.m. to 5:00 p.m., Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturday. There shall be no construction on Sunday.
- h. The Developer shall provide for the use by all persons employed in the construction of all of the aforesaid improvements easily accessible toilet facilities. Such toilet facilities shall be installed within twenty-four (24) hours of the commencement of the construction of the Project, and their use shall be terminated within twenty-four (24) hours of completion of the Project and upon approval of the Board of Health.
- i. The Developer shall obtain all approvals required from any other governmental agencies with jurisdiction relating to the Developer's Project. The Developer shall be required to implement the Soil Erosion and Sediment Control Plan prior to the commencement of site construction.
- j. The Developer shall construct the Project in accordance with the Plans to reflect the requirements of the Resolution.
- k. Prior to site disturbance, the Developer shall have a pre-construction meeting with the Township Engineer and submit an Affidavit of Compliance demonstrating compliance with all of the conditions of approval and possession of all necessary governmental approvals. The Affidavit of Compliance shall list the approvals required and obtained and separately identify each condition that is satisfied or is being satisfied.
- l. Developer shall comply with all requirements of all ordinances of the Township and all proper recommendations of the Township Engineer and the Township Board of Health.
- m. Developer shall pay all Edison Township sewer and water connection fees, as applicable.
- n. Developer shall obtain any permits or approvals required from Freehold Soil Conservation District; and shall obtain any approvals or permits required from the New Jersey Department of Environmental Protection, including, but not limited to, sanitary sewer, if required.

- o. Developer shall comply with all reports, if any, of the Township Department of Public Safety, Division of Fire; Department of Public Safety, Division of Police; and Department of Health and Human Resources, Division of Health.
 - p. Developer shall comply with any and all other Municipal, County, State and Federal regulations, including the New Jersey Department of Transportation, if required, and shall obtain all necessary approvals prior to the commencement of construction and shall secure such other approvals or permits required from all agencies, boards or bodies having jurisdiction over the Application or over the Property.
9. **Drainage and Grading.** Drainage and grading shall be as follows:
- a. All springs with water emanating therefrom shall be piped to the nearest available storm sewer or as otherwise set forth in the approved Major site plan in a manner approved in writing by the Township Engineer.
 - b. The Developer will ensure that all areas in the Project will be properly graded and properly drained and will in this regard obey all reasonable instructions of the Township Engineer relating thereto to assure compliance with the grading and drainage provisions approved by the Planning Board.
 - c. The Developer shall ensure that no stumps, dead trees or debris related to or resulting from the construction of the Project are deposited on or permitted to remain on any portion of the Property, and that no stumps, dead trees or debris are deposited below the surface of the earth.
 - d. In the event that any drainage problem is created on adjoining properties by the development of this Project, corrective measures shall be taken within the area limits of the Project, at such places and in such manner as the Township Engineer may reasonably require.
 - e. Prior to construction the Developer and the Township Engineer shall examine the Township's storm sewers that may be affected by this construction, if any, in order to determine whether there is any additional soil or debris to be removed after the completion of construction. Subsequently, the Developer will remove silt deposited in the Township's storm sewers, brooks and catch basins or other drainage areas resulting from the wash down of soil or debris in the course of the construction. Any reasonable instructions given by the Township Engineer to prevent such wash down shall be promptly carried out.
 - f. There shall be no building permits issued or impervious surfaces (excluding curbs) constructed until sufficient detention facilities and drainage improvements are fully constructed and operational in accordance with the soil erosion sediment control plan.
10. **Conditions of Approval.** The Developer shall also comply with the following terms and

conditions in connection with the Approval, along with any variances or waivers granted by the Board and as set forth in the Resolution, including, but not limited to:

- a. The Developer agrees to satisfy outstanding planning review comments and recommendations contained within the Board's Planning Consultant's report, dated March 15, 2004, attached hereto as **EXHIBIT D** and made a part hereof, and as may thereafter be amended or reissued for Resolution compliance.
- b. The Developer shall satisfy all outstanding engineering review comments and recommendations contained within both the Board's Engineering Consultants' reports, dated November 26, 2003 attached hereto as **EXHIBIT E** and made a part hereof, and as may thereafter be amended or reissued for Resolution compliance.
- c. Pursuant to Section 39-12.24 of the Township Code, the Developer will enter into this Developer's Agreement with the Township prior to the commencement of any on-site construction. The sequence of construction of the approved development shall be in accordance with the construction sequencing as contained in the final revised and approved version of the plans as attached hereto as **EXHIBIT B** (hereinafter referred to as the "Construction Agreement"), which is made a part of this Developer's Agreement as though set forth fully at length herein.
- d. The Developer shall post any required guarantee or bond pursuant to Section 25-12.1 of the Township Code to cover a portion of the cost to replace any tree being installed as part of the approved application that dies or becomes damaged.
- e. This Developer's Agreement is contingent upon the Developer having paid all outstanding taxes, municipal charges, application fees and escrow fees and any such fees which may become due after the execution of this Agreement.
- f. All the conditions contained in the Resolution and approval of the Board and in the record or the proceedings before the Board, including any agreements made by the Developer were essential to the Board's decision to grant the Approval and the Township decision to approve this Developer's Agreement. The development of the property shall be implemented in accordance with the Plans submitted as approved. In the event the Developer shall make or propose any changes to the Project or structures on the Property from those shown on the Approved Plans, whether such changes are voluntarily undertaken or required by any other regulatory agency, Developer shall resubmit such changes to the Board for review and determination, unless the Township agrees in its sole discretion that such change can be handled administratively.
- g. Developer shall be responsible for the payment of any applicable non-residential affordable housing development fees. The Township acknowledges that, under current State law (P.L. 2011, c. 122, as codified in N.J.S.A. 40:55D-8.6), if Developer obtains a building permit on or before January 1, 2015, then the Project is exempt from the requirement of any non-residential affordable housing

development fees. Developer acknowledges that if it does not obtain a building permit by January 1, 2015, it may become obligated to pay a non-residential affordable housing development fee, depending upon what State law provides at that time. Developer is not making any commitment to pay any non-residential affordable housing development fee independent of what may be required by State law, and shall be entitled to any and all exemptions provided under State law.

- h. The Developer agrees that any required road improvements to the adjoining roads, if any, shall be completed before the Developer will apply for a certificate of occupancy.
- i. Prior to performing any required road improvements to the adjoining roads, if any, the Developer shall submit to the Township a plan for traffic control during the installation of the improvements (hereinafter referred to as the "traffic control plan"). This traffic control plan must be approved by the Township prior to the improvement's commencement.
- j. All improvements and other amenities such as curbs, gutters, sidewalks, underground stormwater management system, etc. shall be constructed in accordance with the applicable Residential Site Improvement Standards as and if applicable, all Township Standards and all applicable building codes in a professional and workmanlike fashion.
- k. Developer shall obtain approvals of any other governmental agency having jurisdiction over the site's approval, including, but not limited to, the Department of Environmental Protection's wetlands permit.
- l. Developer shall submit revised plans and information regarding its compliance with the Edison Township stream encroachment ordinance to the Edison Township engineering consultant for his review and approval prior to the issuances of any building permits, which shall not be issued until the Edison Township engineering consultant approves the revised plans.
- m. The Developer agrees, promises, and covenants to maintain insurance that will provide coverage to clean the Property, should the Property become contaminated. The Developer has testified that the proposed underground storage tanks are state of the art and will endure for many years. The Developer will provide the Township with a copy of its insurance within ten (10) days of signing this Developer's Agreement.

11. **Maintenance of Property**. During the course of construction and until the time of final acceptance of improvements, Developer shall:

- a. Except as reasonably necessary during construction, keep the Property reasonably free of dirt, stone, mud and other debris, and further agrees to use every effort to prevent dust from blowing on any neighboring properties in the Township;

- b. Keep any streets or roadways, whether Township, County or State owned, or whether under construction, used by trucks or equipment of the Developer or his agents, reasonably clean; and
- c. Maintain and keep all storm drainage within the Property free from accumulation of debris and leaves. "Final acceptance of improvements" for the purpose of this provision is deemed to be the date upon which the improvements are accepted by the Township Council of the Township of Edison and the final maintenance guarantees for same are posted with the Township.

12. **Township Observation, Access and Inspections.** The Township, its consultants, employees and agents, shall be given free access to observe construction of the subject Project, including, but not limited to, roadways, sanitary sewers/septics, water mains/wells, storm sewers, landscaping for buffer areas, street lighting, woodland management and appurtenances associated with the Plans. The purpose of such observations shall be limited to providing the Township with a greater degree of confidence that such improvements will be constructed in accordance with the Developer's Approved Plans. The Township, or its representatives, consultants, employees or agents, shall not supervise, direct or have control over the Developer's work during such observations or as a result thereof nor shall they have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Developer, for safety precautions and programs incident to the work of the Developer or for any failure of the Developer to comply with applicable laws, rules, regulations, ordinances, codes or orders. The Developer is not an agent or employee of the Township.

13. **Stormwater Management System.** The Developer shall, if applicable, comply with the Edison Township Code and applicable N.J.D.E.P. rules and regulations or similar governmental or quasi-governmental rules and regulations as may be amended from time to time for the construction, management and maintenance of all stormwater

management systems and facilities and shall continue to manage, maintain and keep in good repair such systems and facilities so long as such systems and facilities are used or exist. Further, if any stormwater systems and facilities are required to develop the Property per the approvals described above, the Developer shall obtain a Stormwater Management Operation and Maintenance Plan, prepared by a licensed engineer and shall in accordance with said Plan, manage, maintain and keep in good repair such systems and facilities so long as such systems and facilities are used or exist.

14. **Withholding Permits/Certificates of Occupancy.** Developer understands and agrees that in the event it is in violation of any of the terms of this Developer's Agreement, the Township may, in its sole discretion, withhold the issuance of any further building permit(s) and/or certificate(s) of occupancy for each Phase of construction until the violation has been corrected.
15. **Completion of improvements.** All improvements contemplated in this Developer's Agreement and in the Resolution shall be performed and completed to the satisfaction of the Township Engineer and Construction Code Official within a period of two (2) years from the date of the issuance of the first building permit or site disturbance, or such additional periods of time as may be granted by the Township in accordance with Section 52 of the MLUL, and prior to the issuance of a Certificate of Occupancy, pursuant to the terms and conditions of the Approval. In the event of an extension, the Township may annually review the amount of the Performance Guarantee with regard to its sufficiency to ensure faithful completion of remaining required improvements and if found insufficient, may require the Developer to increase the amount of the Performance Guarantee. In the event the aforesaid improvements are not completed within that period, or the time period as extended hereunder, the Township reserves the right to not issue any certificate(s) of occupancy or building permit(s) for the subject Property, and

the Developer hereby authorizes the Township to utilize so much of the Performance Guarantee deposited herewith to complete all of the said improvements in accordance with the applicable ordinances, rules, regulations, standards and specifications of the Township. In the event the cost of completing said improvements exceed the amount deposited herewith, the Developer shall be liable to the Township for any such excess and its obligations under the within Developer's Agreement shall continue in full force and effect until full payment is made. The issuance of a certificate of occupancy by the Township within the two (2) year period shall not be deemed a waiver for defects ascertained during said period or subsequent thereto.

16. **Maintenance Guarantee.** (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) Upon completion of the construction of the improvements, including any required landscaping, and prior to the release of the Performance Guarantee, the Developer shall post maintenance guarantees with the Township, in accordance with Section 53 of the MLUL, appropriately secured in form and amount satisfactory to the Township Attorney, conditioned on the Developer maintaining all of such improvements for a period two (2) years therefrom. Upon posting and acceptance of said maintenance guarantee, the Performance Guarantee shall be released by the Township.
17. **Release of Plans.** Any payments of fees and posting of bonds or other Performance Guarantee required to be performed by the Developer in this Developer's Agreement, unless specifically set forth herein otherwise, shall be done and/or performed prior to the signing of the Plans for release to the Developer for issuance of Building Permits.
18. **Assignment/Sale of Property.** In the event the Property and Plans are sold or otherwise conveyed by this Developer prior to the installation of all improvements, the Developer and the subsequent qualified developer must execute an Assignment and

Assumption Agreement, in writing, and in a form which is acceptable to the Township Attorney, with regard to conditions, covenants and agreements contained in this Developer's Agreement, providing that this Developer shall remain primarily liable for all the obligations created in this Developer's Agreement, until the subsequent developer assumes same and this Developer is released. In addition, a new Performance Guarantee must be submitted to the Township by the subsequent developer for work not yet done, and it shall be reviewed by the Township Attorney as to form and content, prior to acceptance of the new Performance Guarantee. Upon such acceptance of the subsequent developer's Performance Guarantee, Township shall release the Developer's Performance Guarantee. At such time the term Developer shall be deemed to refer to the subsequent developer.

19. **Records.** The Township Engineer shall keep records of inspections and related reviews and the costs thereof, and, upon the Developer's written request, said records shall be made available for inspection by the Developer or its representatives, not more than quarterly, and upon reasonable notice, during the regular business hours of the Township Engineer.
20. **Record Drawings.** The Developer shall provide record drawings of all improvements and utilities, including, but not limited to, water, sanitary sewer, storm drainage, street lighting and woodland management as implemented and constructed by the Developer both within the Property and off-tract, if required. Said record drawings shall be in conformance with applicable Township standards and shall be both in hard copy and on disc if applicable, a final survey of each lot must be submitted at the time of request for a Certificate of Occupancy.
21. **Developer's Conveyances.** Developer's Conveyances. If the Developer is required by indication on the Plans, Board approval, or as agreed to by both parties hereto to convey

to the Township any drainage, storm sewers, sanitary sewers, sidewalks easements, conservation or trail easements, sight triangle easements and other similar public rights and/or areas, the same shall be accomplished by a written deed or easement. All such deeds or easements, if any, shall be reviewed and approved by the Township Attorney and Township Engineer as to form and content, which approval shall not be unreasonably withheld, and the same shall be recorded contemporaneously with this Developer's Agreement. All recording costs shall be the responsibility of the Developer.

22. **Compliance with Applicable Laws**. The Developer shall comply with all laws and regulations of the State of New Jersey, County of Middlesex and Township of Edison. In addition, Developer shall comply with all environmental laws and regulations of the Federal and State Governments, including, but not limited to, the State Flood Control Facility Act (N.J.S.A. 58:16A-1, et seq.), Flood Hazard Area Control Act (N.J.S.A. 58:16A-51, et seq.), the Spill Compensation and Control Act (N.J.S.A. 58:1023.11, et seq.), the Industrial Site Recovery Act (N.J.S.A. 13:1K-6, et seq.), the Worker Community Right to Know Act (N.J.S.A. 34:5A-1 et seq.), the Noise Act of 1971, (N.J.S.A. 13:1G-1, et seq.), the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.), the Water Pollution Control Act, (N.J.S.A. 58:10A-1, et seq.), the Safe Drinking Water Act (N.J.S.A. 58:12A-1, et seq.), the Solid Waste Management Act (N.J.S.A. 13:1E-1, et seq.), the Realty Improvement and Sewerage Facilities Act (N.J.S.A. 58:1123, et seq.), and any other environmental acts or regulations adopted by the Federal, State, County or local government. Failure to comply with these laws and any violations thereof shall be deemed to be a breach of this Developer's Agreement. To the extent the Township must bring an action for compliance with this Developer's Agreement, defend or participate in any litigation with regard to said laws or regulations related to the Developer's Property and/or actions, whether purposeful or negligent, any

such action shall be subject to the provisions set forth in Paragraph 23 below. In addition and as stated in Paragraph 23 below, the Developer shall indemnify and hold harmless the Township, its officials, officers, agents, servants, representatives, employees harmless for any and all such violations and shall reimburse the Township for any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of any kind and nature, including, but not limited to court costs and attorneys' fees, entered against the Township as a result of the purposeful or negligent acts of the Developer.

23. **Indemnification and Attorneys' Fees**. Developer agrees to indemnify and hold harmless the Township, its officials, officers, agents, servants, representatives, and employees from and against any and all claims, liabilities, fees, damages, judgments, penalties, costs or expenses of every kind and nature arising from Developer's performance of its obligations pursuant to this Developer's Agreement, the failure by Developer to perform such obligations, any action or failure to act by the Developer with respect to the Project to which this Developer's Agreement is applicable or in connection with any allegation of any of the foregoing. Such indemnification and/or hold harmless obligation shall extend not only to any damages but to costs and expenses of litigation, including, but not limited to, expenses and fees in connection with the engagement or utilization of any fact or expert witnesses, court costs and attorneys' fees. When requested by the Township, the Developer agrees to aid and/or defend the Township, its officials, officers, agents, servants, representatives and employees, in the event any or all of same are named as a defendant or defendants in any action concerning the performance of work at the development site pursuant to this Agreement. In the event the Township is involved in any litigation, or other similar action, whether initiated by the Township or others, to the extent such action relates directly to the terms of this Developer's Agreement or the Developer's performance hereunder, the Developer

agrees to pay and reimburse the Township for any and all costs and expenses, including, but not limited to, attorneys' fees, court costs and expert witness fees. The Township shall have the option of having such fees taxed in the underlying action, or maintaining a separate action for same. This stipulation shall not apply to any actions or litigation filed against the Township where the litigation is attributable to wrongful conduct on the part of the Township, its agents or employees

24. **Reliance of Township.** The Developer further acknowledges and understands all of the conditions contained in this Developer's Agreement and the record of the proceedings in this matter, including any and all agreements made by the Developer with the Board and incorporated in the Resolution, as well as the Approved Plans, are hereby deemed to be essential to the Township's decision to enter into this Developer's Agreement. In the event of a breach of any such conditions, the failure of the Developer to adhere to the terms of any agreement incorporated within the Resolution or this Developer's Agreement or any deviation from the Approved Plans (except for minor or field changes approved by the Township Engineer) the Township through the Township Engineer may within the limits of his authority under law, and upon written notice reasonable under the circumstances, and opportunity to cure, suspend the right of the Developer to obtain additional construction permits, certificates of occupancy or any and all other governmental authorizations in order to continue developing the Project until such time as the violation has been corrected. If during the course of construction and installation of the Project, it shall be reasonably determined by the Developer and the Township Engineer that minor revisions to the Developer's Approved Plans are necessary and/or appropriate, the Developer will undertake such reasonable design and construction changes as may be approved by the Township Engineer as field changes.

25. **Deeds and Affidavits of Title:** Developer shall provide to the Township such documents, including, but not limited to, Deeds, Certificates, Affidavits of Title and Corporate Resolutions to, as are necessary, convey a valid and marketable easements) of fee title, as the case may be, to such dedications of Property or easements, if any, as are revealed in the Plans.
26. **Recording of this Agreement.** The Township Attorney shall record this Developer's Agreement, without Exhibits, in the Middlesex County Clerk's Office and submit a fully executed recorded copy to the Developer or to the Developer's attorney. All recording costs shall be borne by the Developer. Upon completion of all obligations hereunder as evidenced by expiration of the two (2) year maintenance bond, the Township agrees to provide Developer with a release of this Developer's Agreement in form suitable for recording with the Middlesex County Clerk.
27. **Severability.** If any terms or conditions herein are determined invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect.
28. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Middlesex County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Middlesex County, in any such suit, action or proceeding and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been

brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

29. **Defects - Improvements.** For a period of two (2) years after the acceptance of the improvements by the Township, Developer agrees to maintain the site improvements covered by the maintenance guarantee.
30. **Notices.** All notices required or permitted under this Developer's Agreement shall be in writing by certified mail, return receipt requested, to the addresses set forth herein or as otherwise designated by the parties in writing.
31. **Successors.** This Developer's Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and/or assigns. If the Developer hereafter transfers title to the subject lands to the name of any individual or corporation, said new owner shall have the rights and obligations afforded by this Developer's Agreement.
32. **Insurance Coverage.** The Developer (In this paragraph only the term "Developer" shall mean the Developer and/or third parties on behalf of the Developer, such as the Developer's General Contractor) shall purchase and maintain during the construction of the improvements a Comprehensive General Liability Insurance Policy, or be self-insured, with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence, and One Million (\$1,000,000.00) Dollars in the aggregate. Said insurance coverage shall be in accordance with the requirements of the Township Attorney. The policy shall indicate the Township of Edison as an additional insured with respect to its interest in work performed by the above named insured at the above named Project. The coverage shall include endorsements for Broad Form Property Damage; explosion, collapse and underground hazards; completed operations; and contractual liability. The contractual liability coverage shall specifically apply to the above indemnification clause. It shall

indemnify the Township, its officials, officers, agents, servants, representatives and employees. All liability coverage shall be on an occurrence basis. Certificates of Insurance evidencing the foregoing coverage shall be provided to the Township before work on the improvements begins and on an on-going basis, as the insurance is reviewed from time to time.

33. **Voluntary Agreement.** Developer herein represents that it has voluntarily entered this Developer's Agreement and it has not been executed under duress or coercion imposed by the Township or its representatives, and unequivocally states that the agreements, conditions and amounts to be paid as agreed upon in this Developer's Agreement have not been forced upon it by undue influence, coercion and are not being undertaken or paid under protest. Developer has reviewed all calculations and rationale for the agreements and payments set forth herein and are undertaking them voluntarily. Accordingly, Developer herein covenants and agrees that it will not bring any action against the Township with respect to the obligations assumed by Developer under this Developer's Agreement, which has been mutually negotiated between the parties, unless the Approval giving rise to this Developer's Agreement is hereinafter amended or modified by proper resolution or action of the Board.
34. **Non-Reliance.** Developer acknowledges that it has not relied upon any cost estimates or opinions furnished by the Township, including the Township Engineer or Consulting Engineer(s), if applicable, and the Developer has satisfied itself as to the anticipated construction costs of the improvements set forth herein prior to the execution of this Developer's Agreement.
35. **Entire Agreement.** This instrument contains the entire agreement between the parties hereto and no statement, promise or endorsement made by any party hereto, or agent of any party hereto, which is not contained in this written contract or the instruments

incorporated herein by reference, shall be valid or binding; and this Developer's Agreement may not be enlarged, modified or altered except in writing, signed by the parties and endorsed thereon. Nothing herein shall be deemed a waiver of other existing municipal construction requirements or any conditions contained in the Resolution.

36. **Waiver, Modification, Cancellation.** Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.
37. **Execution of Additional Documents and Binding Effect.** This agreement shall be binding not only upon the parties hereto, but also their heirs, executors, administrators, representatives, successors and assigns, and the parties hereto agree for themselves and their heirs, executors, administrators, representatives, successors and assigns to execute any instruments in writing which may be necessary or proper for the carrying out of the intent and purposes of this agreement.
38. **Gender.** In all references made herein to any parties, person, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the usage may require.
39. **Exhibits.** The following "Exhibits" are attached hereto and made a part of this Developer's Agreement and the Developer shall comply with all terms and conditions stated therein:

EXHIBIT A: Resolution adopted by the Board of June 14, 2004, and,

Decision and Order dated January 11, 2005 in the matter of: Accurate Real Estate, LLC v. Edison Township Planning Board, Docket No.: MID-L-5384-04, and,

Resolution adopted by the Board of November 19, 2007.

EXHIBIT B: Original Plans:

1. Site Plan entitled "Proposed Office Building for Accurate Real Estate, LLC Route

27 Edison, New Jersey 08820 Block 649 Lots 11, 12A” prepared by AJV Engineering, Inc., dated August 15, 2003, last revised May 16, 2012 consisting of three (3) sheets, and as may thereafter be amended for Resolution compliance.

EXHIBIT C: Township Engineer Performance Guarantee estimates, dated July 26, 2012.

EXHIBIT D Board's Planning Consultant's report, dated November 25, 2003.

EXHIBIT E Board's Engineering Consultants' reports, dated November 26, 2003.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

[SIGNATURES ON THE FOLLOWING PAGES]

ATTEST:

DEVELOPER:
ACCURATE REAL ESTATE, LLC

Name:
Title:

Name:
Title:

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

I CERTIFY THAT ON , _____ , 2013

_____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (A) this person is the Managing Member of ACCURATE REAL ESTATE, LLC named in this document;
- (B) this person signing this document is the proper Managing Member of ACCURATE REAL ESTATE, LLC who is _____;
- (C) this document was signed and delivered by the Managing Member of ACCURATE REAL ESTATE, LLC as its voluntary act and was duly authorized;
- (D) this person signed this proof to attest to the truth of these facts
- (E) this person knows the proper seal of the corporation which was affixed to this Developers Agreement;
- (F) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2013

ATTEST:

TOWNSHIP OF EDISON

Cheryl Russomanno,
Acting Township Clerk

Antonia Ricigliano, Mayor

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

I CERTIFY THAT ON , _____ , 2013

CHERYL RUSSOMANNO, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (A) this person is the MUNICIPAL CLERK of THE TOWNSHIP OF EDISON, the municipal corporation named in this Developers Agreement;
- (B) this person is the attesting witness to the signing of this Developers Agreement by the proper corporate officer who is ANTONIA RICIGLIANO the MAYOR of the municipal corporation of Edison Township;
- (C) this Developers Agreement was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Township Council;
- (D) this person knows the proper seal of the corporation which was affixed to this Developers Agreement;
- (E) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 2013

Karl P. Kemm, Esq.
Attorney at Law,
State of New Jersey

EXPLANATION: A Resolution Authorizing the Tax Assessor to Direct and Compromise County Board of Taxation and Tax Court Matters under Certain Conditions.

EDISON TOWNSHIP

RESOLUTION

WHEREAS, numerous tax appeals on property in the Township of Edison are before the Middlesex County Board of Taxation and the Tax Court of New Jersey each year; and,

WHEREAS, the time frames involved with filing of appeals and the potential need to file counter appeals on behalf of the Township of Edison, the filing of correction of errors petitions, rollback assessment petitions, and the making of routine decisions regarding the course of appeals do not provide for sufficient time for the Township Council to review and provide input on these matters; and,

WHEREAS, many cases may be compromised, or as commonly referred to as being settled, with a net cost of refunded tax dollars which does not exceed \$2,000.00 for each tax year appealed; and,

WHEREAS, many cases may be compromised, or as commonly referred to as being settled, with a reduction in assessed value which does not exceed a \$42,300.00 for each tax year appealed or for any future tax year; and,

WHEREAS, it is in the best financial interests of the Township to permit the Tax Assessor to direct and compromise tax litigation.

NOW, THEREFORE BE IT, RESOLVED, by the Township Council of the Township of Edison, New Jersey as follows:

1. The Tax Assessor, upon review and approval of the Township's lawyer(s) responsible for handling tax appeals and the Administration, is hereby authorized to direct the handling of real property tax appeals and related matters before the Middlesex County Board of Taxation and the Tax Court of New Jersey, including by way of example, the filing and withdrawal of appeals on behalf of the Township of Edison, the filing and withdrawal of counter claims to appeals filed by property owners, the filing and withdrawal of motions on behalf of the Township of Edison, to direct and assist other professionals retained by the Township of Edison to assist with said matters, and to assist and direct other routine matters without prior Township Council action, subject to the following conditions:
 - a. The Tax Assessor is hereby authorized to compromise tax litigation matters before the Middlesex County Board of Taxation and/or the Tax Court of New Jersey where the net refund of tax dollars does not exceed \$2,000.00 for each tax year appealed or \$5,000.00 cumulative for all tax years involved in the settlement, or, exceed a \$42,300.00 reduction in assessed value for each tax year appealed or exceed a \$42,300.00 reduction in assessed value for any future tax year without prior Township Council action.
 - b. The Tax Assessor shall discharge these responsibilities in the best interests of the Township of Edison.
4. This Resolution shall remain in force and effect until superseded by a subsequent Resolution.

EXPLANATION: An Ordinance requiring that all tattoo, body art and body piercing establishment shall be licensed.

**EDISON TOWNSHIP
ORDINANCE**

WHEREAS, the State of New Jersey Department of Health and Senior Services has promulgated regulations of tattooing, body art and body piercing as set forth in N.J.A.C. 8:27 pursuant to the State Sanitary Code N.J.S.A. 26:1A-7 which are enforceable by the New Jersey State Department of Health and Senior Services and local departments of health and also allows for local regulation of the same per N.J.S.A. 26:1A-12; and

BE IT ORDAINED, by the Township Council of the Township of Edison, County of Middlesex, State of New Jersey that Chapter XI General Licensing and Business Regulations is hereby amended as follows:

SECTION 1. Chapter XI General Licensing and Business Regulations, Section 11-12 Tattooing and Tattoo Parlors Establishments is hereby amended and supplemented as follows:

11-12 TATTOO, BODY ART AND BODY PIERCING.

11-12.1 Definitions.

All terms used in this section shall have the same definition ascribed to them in N.J.A.C. 8:27-1.1 et seq. unless otherwise defined herein.

11-12.2 Permits; Prohibitions; Exceptions.

a. Permit required; Prohibitions. No person or business shall operate any establishment or utilize any premises in the Township of Edison for providing tattooing, body art or body piercing services unless or until there has first been obtained a Permit for such establishment or premises from the Township of Edison in accordance with the terms and provisions in this section. Temporary establishments for purposes of product demonstration, industry trade shows, educational reasons and/or any other reason shall also require a Permit per N.J.A.C. 8:27-10.1 et seq. and as provided herein.

b. Exceptions. It shall be not be unlawful for any person or business to to perform tattooing, body art or body piercing services within the Township, except that the same may be performed for medical purposes by a physician licensed to practice medicine in the State of New Jersey.

11-12.3 Fees.

Every applicant for a Permit to maintain, operate or conduct a tattooing, body art or body piercing business including any expansion and/or alteration of a premises shall file an application with the Department of Health Division of Licensing and Permits upon the form provided by said Department Division and pay a fee of five hundred dollars (\$500.00). The Permit to be issued shall be valid until March 31 of the third year that the Permit is in effect.

11-12.4 Application.

Any person or business desiring a Permit to maintain, operate or conduct a tattooing, body art or body piercing business shall file a written application with the Department of Health Division of Licensing and Permits on a form to be furnished by the Department of Health Division of Licensing and Permits. The applicant shall accompany the application with a tender of correct fee as hereinafter provided and shall, in addition, furnish the following:

- a. The type of ownership of the business, i.e., whether individual, partnership, corporation or otherwise.
- b. The name, style and designation under which the business is to be conducted.
- c. The business address and all telephone numbers, including facsimile, where business is to be conducted.
- d. A complete list of the names and addresses of all employees of the business and the name and residence address of the manager or other person principally in charge of the operation of the business and number they can be reached in case of emergency.
- e. Comply with the provisions of N.J.A.C. 8:27, specifically N.J.A.C. 8:27-2.1 et seq. and N.J.A.C. 8:27-3 et seq.

11-12.5 Building Requirements; Inspections.

The Department of Health Division of Licensing and Permits, upon receiving an application shall refer the application to the Zoning Officer, the Department of Planning and Engineering, the Fire Department, the Police Department, the Health and Human Services Resources Department, which departments shall inspect the proposed premises and shall make recommendations to the Division of Licensing and Permits concerning compliance with the codes that they administer. The Department of Health Division of Licensing and Permits may impose conditions upon the Permit after reviewing the aforementioned recommendations, further no Permit shall be issued unless a Zoning Permit is obtained from the Zoning Officer indicating the establishment is a permitted use in its proposed location. Nothing herein including any of the aforementioned recommendations shall be construed to limit the enforcement of any law, rule or regulation at any time.

11-12.6 Display of Permit.

The establishment shall display their Permit in an open and conspicuous place on the premises of the establishment.

11-12.7 Operating Requirements; Inspections.

a. Operating Requirements. Permittees shall comply with all requirements of N.J.A.C. 8:27 and shall ensure that all employees also comply with all requirements of N.J.A.C. 8:27. Permittees shall maintain the following information on all employees: full legal name, social security number, a clear and legible photocopy of their driver's license, address and telephone number, and shall maintain the same for three (3) years after the employee no longer works for the Permittee.

b. Inspections. The Department of Health and Human Services Resources, and/or the Department of Planning and Zoning shall, from time to time, at least twice a year, make an inspection of each establishment granted a Permit under the provisions of this section for the purpose of determining whether the provisions of this section and N.J.A.C. 8:27 and all applicable laws, rules and regulations are complied with. Such inspections shall be made at reasonable times and in a reasonable manner. It shall be unlawful for any Permittee to fail to allow such inspection officer access to the premises or to hinder such officer in any manner.

11-12.8 Temporary Permits.

a. Temporary Permits shall only be issued for purposes of product demonstration, industry trade shows, educational reasons and/or any other reason shall also require a Permit per N.J.A.C. 8:27-10.1 et seq. The fee for a Temporary Permits shall be one hundred dollars (\$100.00). The Permit to be issued shall be only for the times noted on the Permit.

b. Any person or business desiring a Temporary Permit to maintain, operate or conduct a tattooing, body art or body piercing business shall file a written application with the Department of Health Division of Licensing and Permits on a form to be furnished by the Department of Health Division of Licensing and Permits. The applicant shall accompany the application with a tender of correct fee and all documentation and information required by N.J.A.C. 8:27-10.1 et seq.

c. All other provisions of this Section and N.J.A.C. 8:27 shall be complied with by the Permittee.

11-12.9 Power to Prohibit Not Limited.

This section shall not limit the power of the Governing Body or the Board of Health, or any other Township employee to pursue any and all legal and equitable remedies to prevent the practice of tattooing, body art or body piercing in the Township.

11-12.10 Violations; Penalties.

Any person, firm or corporation violating the provisions of this section shall be liable, upon conviction, to the penalty stated in Chapter I, Section 1-5. Each day's operation shall constitute a separate violation, and each act of tattooing, body art or body piercing shall constitute a separate violation.

EXPLANATION: This Resolution supports the renovation of Oak Tree Road Bridge over the Conrail Lehigh Valley Railroad Line.

EDISON TOWNSHIP

RESOLUTION

WHEREAS, the existing Oak Tree Road Bridge which carries County Road 604 known as Oak Tree Road over the Conrail Lehigh Valley Railroad Line is considered structurally deficient and functionally obsolete; and

WHEREAS, the New Jersey Department of Transportation has identified this structure as an Orphan Bridge; and

WHEREAS, at the April 12, 2012 meeting with Edison Township and Middlesex County officials, the New Jersey Department of Transportation proposed the replacement of the bridge carrying Oak Tree Road over the Conrail Lehigh Valley Railroad Line; and

WHEREAS, the New Jersey Department of Transportation proposes a cross section on the bridge consisting of one travel lane with adjoining shoulder and sidewalk in each direction of Oak Tree Road; and

WHEREAS, New Jersey Department of Transportation has requested local support for the proposed replacement of the Oak Tree Road Bridge over the Conrail Lehigh Valley Railroad Line which is designated as the Oak Tree Road/CONRAIL Structure 1253-164 Project; and

WHEREAS, the municipality supports this project in order to enhance traffic safety and improve mobility thereby improving the quality of life to residents and visitors to Edison Township and this area of Middlesex County; and

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Edison, in the County of Middlesex and State of New Jersey that it supports the renovation of the Oak Tree Road Bridge over the Conrail Lehigh Valley Railroad Line which is designated as the Oak Tree Road/CONRAIL Structure 1253-164 Project.

RESOLUTION AUTHORIZING PAYMENT OF \$28,993.54 TO LIBRARIES OF MIDDLESEX FOR ASSESSMENT FOR THE TOWNSHIP LIBRARIES FOR THE PERIOD OF JANUARY 1, 2013 – MARCH 31, 2013

WHEREAS, The Edison Township Library Board of Trustees has authorized payment for assessment for the period of January 1, 2013 – March 31, 2013; and

WHEREAS, funds in the amount of \$28,993.54 have been certified to be available in the Free Public Library other Professional Services Account, Number 2-01-29-0390-000-028.

NOW, THEREFORE IT IS RESOLVED by the Municipal Council of the Township of Edison, Middlesex County, New Jersey that the proper Township officials shall make payment to Libraries of Middlesex, 1030 St. Georges Ave., Suite 203, Avenel, NJ 07001-1327 in the amount of \$28,993.54.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$28,993.54** are available for the above in Account No. **2-01-29-0390-000-028**.

Janice Saponaro
Chief Financial Officer

Date

**RESOLUTION AUTHORIZING PAYMENT OF \$9,996.70 TO LITERACY PROGRAMS OF NEW
JERSEY FOR ASSESMENT FOR THE TOWNSHIP LIBRARIES FOR THE PERIOD OF JULY 1, 2012 –
JUNE 30, 2013**

WHEREAS, The Edison Township Library Board of Trustees has authorized payment for assessment for the period of July 1, 2012 – June 30, 2013; and

WHEREAS, funds in the amount of \$9,996.70 have been certified to be available in the Free Public Library Professional Assoc. Dues Account, Number 2-01-29-0390-000-044.

NOW, THEREFORE IT IS RESOLVED by the Municipal Council of the Township of Edison, Middlesex County, New Jersey that the proper Township officials shall make payment to Literacy Programs of New Jersey, 380 Washington Road, Suite F, Sayreville, NJ 08872 in the amount of \$9,996.70.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$9,996.70** are available for the above in Account No. **2-01-29-0390-000-044**.

Janice Saponaro
Chief Financial Officer

Date

EXPLANATION: Resolution Releasing Cash Performance Guarantee on Established Tree Plantings that were Planted and Survived 2 Growing Seasons, for 151 Fieldcrest Avenue, under Tree Permit No. 11-001.

TOWNSHIP OF EDISON

RESOLUTION

WHEREAS, on January 5, 2011, Advanced Roofing Inc., (Adler Development) 151 Fieldcrest Avenue, Block 390-E, Lot 5, posted a Cash Performance check no. 500-3117700 in the amount of \$8,000.00 on deposit in account #7761417067 with the Township of Edison to guarantee the installation of trees. **This check was posted for 16 Trees to be planted, regarding Tree Permit #11-001 for a Temporary Certificate of Occupancy; and**

WHEREAS, an inspection by the Division of Engineering, under the supervision of the Township Engineer, has revealed that the trees planted have remained alive for the required two year maintenance period; and

WHEREAS, the Township Engineer, recommends the release of the Cash Performance Bond Check posted in the amount of \$8,000.00, plus accrued interest, if applicable, be refunded to the applicant, principal being Advanced Roofing Inc. having an address of 1950 NW 22nd Street, Fort Lauderdale, Fl 33311; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF EDISON, that the Cash Performance Bond in the amount of \$8,000.00, plus accrued interest, if applicable, be refunded to the applicant; and

BE IT FURTHER RESOLVED that the Township Clerk and the Director of Finance be and is hereby authorized to return the aforesaid Cash Performance Bond in the amount of \$8,000.00, plus accrued interest, if applicable, on deposit in account #7761417067 to the applicant.

S:Eng-Karen-RetReso-CashPerf-AdvancedRoofing-AdlerDev-151FieldcrestAve

EXPLANATION: Resolution Refunding Tree Maintenance Bond on Established Site Plan Tree Plantings at 881 Route 1 South, under Tree Permit No. 09-075.

TOWNSHIP OF EDISON

RESOLUTION

WHEREAS, on August 13, 2010, Waseem Enterprises LLC posted Tree Maintenance Bond fees in the amount of \$1,275.00 on deposit in account #7760275104 with the Township of Edison to guarantee the installation of trees per the Municipal Code of the Township of Edison for designated Tree Maintenance Bond Permit No. 09-075, located at 881 Rt1 S & Old Post Rd, Block No. 265-AA, Lot 115; and

WHEREAS, an inspection by the Division of Engineering, under the supervision of the Township Engineer, has revealed that the trees planted have remained alive for the required two year maintenance period; and

WHEREAS, it is the recommendation of the Township Engineer that a Tree Maintenance Bond refund in the amount \$1,275.00, plus accrued interest, if applicable, be refunded to the applicant; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF EDISON, that the Tree Maintenance Bond in the amount of \$1,275.00, plus accrued interest, if applicable, hereinabove mentioned be refunded to the applicant; and

BE IT FURTHER RESOLVED, that the Director of Finance be and is hereby authorized to refund the sum of \$1,275.00, plus accrued interest, if applicable, on deposit in Account #7760275104 to Waseem Enterprises LLC having an address of 11 Dean St., Madison, N.J. 07904.

S:Eng-TreeMaintBondRefundReso-#09-075-Rt1S&OldPostRd-Waseem

EXPLANATION: Resolution Refunding Maintenance Bond on Established Site Improvements under Application No. Z01-07/08, Waseem Enterprises, on 881 Route 1, at Route 1 South & Old Post Road.

TOWNSHIP OF EDISON

RESOLUTION

WHEREAS, the Township Engineer advises that an inspection has been made of Waseem Enterprises located at Rt. 1 South & Old Post Road, 881 Route 1, in Block 265-AA, and Lot 115, under Application No. Z01-07/08, and said inspection indicates all improvements are complete and in accordance with the Municipal Standards of the Township of Edison; and

WHEREAS, on November 10, 2010, Daniyal Enterprises LLC posted a Maintenance Bond Check #1825 in the amount of \$8,742.45 on deposit in account #7761417042 with the Township of Edison, to guarantee the integrity of the site improvements with the Township of Edison. The maintenance period has elapsed with no defects developing; and

WHEREAS, the Township Engineer, recommends the release of the Maintenance Bond check #1825 in the amount of \$8,742.45, principal being Daniyal Enterprises LLC having offices at 11 Dean St., Madison, N.J. 07940 and acceptance of the subject improvements; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF EDISON that the aforementioned improvements are hereby complete and satisfactory and the Township Clerk be and is hereby authorized to return the aforesaid Maintenance Bond in the amount of \$8,742.45 to the applicant; and

BE IT FURTHER RESOLVED that the Township Clerk and the Director of Finance be and is hereby authorized to return the aforesaid Maintenance Bond in the amount of \$8,742.45 on deposit in account #7761417042 to the applicant.

S:Eng-Karen-RetReso-MaintBondRefund-WaseemEnt-Rt1S&OldPostRd

EXPLANATION: Resolution Refunding Unused Portion of Engineering Inspection Fees on Completed Site Plan Improvements for Gooding Court Minor Subdivision, under Application # P4833.

TOWNSHIP OF EDISON

RESOLUTION

WHEREAS, the Township Engineer advises that a final inspection was done of Ed Tofigh's development, Phase I, located at Gooding Court, Block 490-N, Lot(s) 3-S-1, 57-59; and

WHEREAS, the Cash Performance and Performance Bond were released on October 25, 2002 on Resolution #610-112002; and

WHEREAS, on December 30, 1996, Ed Tofigh posted inspection fees in the amount of \$480.22 on deposit in account #7200024525 with the Township of Edison for the required engineering inspection fees, pursuant to Township Ordinance; and

WHEREAS, the applicant has requested the return of the unused portion of engineering inspection fees, as provided by law; and

WHEREAS, the sum expended for engineering inspections totals \$390.88; and

WHEREAS, it is in now in order that the sum of \$89.34, plus accrued interest, if applicable, which represents the amount due and owing the applicant, be returned to Ed Tofigh, having an address of 4 Sinclair Road, Edison, N.J. 08820; and

NOW THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF EDISON that the sum of \$89.34, plus accrued interest, if applicable, be refunded to the applicant; and

BE IT FURTHER RESOLVED that the Director of Finance be and is hereby authorized to refund said sum of \$89.34, plus accrued interest, if applicable, in account #7200024525 to the applicant.

JAM/kjw

S-Karen-RetResoInspFeeRefund-TofighEd-GoodingCrt-PhaseI

EXPLANATION: Resolution Refunding Tree Maintenance Bond on Established Site Plan Tree Plantings at 196 Tingley Lane, under Tingley Woods I LLC, Tree Permit # 07-41.

TOWNSHIP OF EDISON

RESOLUTION

WHEREAS, on April 17, 2007, Tingley Woods I LLC posted Tree Maintenance Bond fees in the amount of \$9,675.00 on deposit in account #7760237703 with the Township of Edison to guarantee the installation of trees per the Municipal Code of the Township of Edison for designated Tree Maintenance Bond under Tree Permit #07-41, located at 196 Tingley Lane, under application # P5033; and

WHEREAS, an inspection by the Division of Engineering, under the supervision of the Township Engineer, has revealed that the trees planted have remained alive for the required two year maintenance period; and

WHEREAS, it is the recommendation of the Township Engineer that a Tree Maintenance Bond refund in the amount \$9,675.00, plus accrued interest, if applicable, be refunded to the applicant; and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF EDISON, that the Tree Maintenance Bond in the amount of \$9,675.00, plus accrued interest, if applicable, hereinabove mentioned be refunded to the applicant; and

BE IT FURTHER RESOLVED, that the Director of Finance be and is hereby authorized to refund the sum of \$9,675.00, plus accrued interest, if applicable, on deposit in Account #7760237703 to Tingley Woods I LLC having an address of 505 Thornall Street, Suite 300, Edison, N.J. 08837.

S:Eng-TreeMaintBondRefundReso-#07-41-196TingleyLa-TingleyWoods

EXPLANATION: This resolution provides for refund of a construction permit fee, less the DCA fee, posted for a residential construction permit that should have received a Senior Resident Waiver.

TOWNSHIP OF EDISON
RESOLUTION

WHEREAS, on July 20, 2012, a Construction (Building) Permit fee, check #5131, permit # 2011-2439, was posted in the total amount of \$51.00 by the contractor, Friendly Electric, having offices at 245 South Main Street , Milltown, NJ 08850; and

WHEREAS, the application was submitted to install a 20 Amp circuit and receptacle at 13 Schuyler Drive by the hired contractor, Friendly Electric, who did not make known to the Construction Code Enforcement Division that the homeowner is a bonafide Edison Senior Resident who is eligible for Senior Citizen waiver of municipal fees on construction permits, per the Edison Municipal Code, chapter 2-128.3; and

WHEREAS, appropriate documents have been submitted to the Township indicating that the work was done for and paid by the Contractor for a bonafide senior resident, and it is therefore appropriate that the municipal permit fee in the amount of \$50.00, derived from the \$51.00 total construction permit fee less the \$1.00 DCA fee, be refunded to the contractor Friendly Electric, having their office at 245 South Main Street, Milltown, NJ 08850; and

WHEREAS, the Township Engineer recommends the refund of the municipal permit fee, on Construction Permit # 2011-2439, in the amount of \$50.00 for the referenced application;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the Township of Edison that the sum not to exceed \$50.00 on construction permit fees posted by Friendly Electric for 13 Schuyler Drive be refunded to the contractor, who paid in error;

BE IT FURTHER RESOLVED, that the Director of Finance be and is hereby authorized to refund the said amount of \$50.00 from the Refund of Revenue Fund to the Contractor, Friendly Electric, 245 South Main Street, Milltown , NJ 08850.

JAM/lt

G-Code-RefundofRevenue-13 Schuyler Dr.

EXPLANATION: This resolution provides for Township Acceptance of the constructed improvements under Public Bid No. 12-25-01R: 2012 CDBG Curb and Sidewalk Replacement Program, and this resolution also authorizes FINAL CONTRACT PAYMENT in an amount not to exceed \$11,997.81 to M Sky Construction Corp., for a total construction contract as-built cost of \$239,956.06 (\$282,875.00 original bid).

TOWNSHIP OF EDISON

RESOLUTION

WHEREAS, M Sky Construction Corporation, 830 Route 15 South, Lake Hopatcong, NJ 07849 (phone # 973-663-5047) was awarded a construction contract through resolution R.384-062012 on June 27, 2012 (purchase order no. 12-03435) in an amount not to exceed \$282,875.00 for Public Bid No. 12-25-01R: 2012 CDBG Curb and Sidewalk Replacement Program, within Census Tract 17.01, Census Block 3, in the Township of Edison, Middlesex County, New Jersey; and

WHEREAS, the Township Engineer has reviewed the project with the CDBG Coordinator and the Township Engineer certifies that the project has been completed, and that a two-year (2-year) maintenance bond, effective from January 4, 2013, in an amount equivalent to 100% of the final as-built construction costs of \$239,956.06 for the project has been received by the Township of Edison, and the Township Engineer recommends project acceptance, release of the performance bond, and that final payment, including retainage, be made to M Sky Construction Corporation, in an amount not to exceed \$11,997.81, for a total construction contract as-built cost of \$239,956.06.

NOW, THEREFORE BE IT RESOLVED by the Municipal Council of the Township of Edison, Middlesex County, New Jersey, that the construction project, Public Bid No. 12-25-01R: 2012 CDBG Curb and Sidewalk Replacement Program, within Census Tract 17.01, Census Block 3, in the Township of Edison, Middlesex County, New Jersey, is deemed accepted by the Township of Edison, subject to the provisions of the maintenance bond, and that the performance bond may be released and that final payment, including retainage, shall be made to M Sky Construction Corporation, in an amount not to exceed \$11,997.81 for a total construction contract as-built cost of \$239,956.06, and the remaining contract balance of \$42,918.94 shall be unencumbered after final payment is made and said amount restored to the appropriate account.

EXPLANATION: This Ordinance revises and re-establishes the location of residential parking on Taft Avenue to remove residential parking restrictions from the right-of-way by right-of-way intersection of NJ Route 27 and Taft Avenue and then 131 feet southward on Taft Avenue, under the street listing under Residential Parking Zone # 2 for residential permit parking.

TOWNSHIP OF EDISON

ORDINANCE O. _____ - 2013

WHEREAS, the Township of Edison wishes to provide a revision and amendment to Taft Avenue under the street listing under Residential Parking Zone # 2 for residential permit parking, as previously established through Ordinance O.1811-2012, in the Township of Edison; and

WHEREAS, the Township of Edison is permitted to adopt said ordinance without the approval of the Commissioner of Transportation pursuant to N.J.S.A. 39:4-197 and N.J.S.A. 39:4-8; and

WHEREAS, as required by N.J.S.A. 39:4-8 the Township Engineer has, provided the appropriate certification.

BE IT ORDAINED, by the Township Council of the Township of Edison, County of Middlesex, State of New Jersey that Chapter VII Traffic, Section 7-17 entitled “Residential Parking Permit” and Taft Avenue, as previously established through Ordinance O.1811-2012, is hereby amended as follows:

SECTION I. Section 7-17 entitled “Residential Parking Permit” is hereby amended to provide a revision to Section 7-17(a)(2) to revise Taft Avenue under the street listing as follows:

2. Zone #2. All other current residential permit parking areas not incorporated into another parking zone will constitute Zone #2. Only residents from Zone #2 and their visitors are eligible to park in Zone #2. A color-coded permit will be issued to residents and their guests in Zone #2.

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>	<u>Hours</u>	<u>Days</u>
Taft Avenue	West	From a point 131 feet southward on Taft Avenue from the right-of-way by right-of-way intersection of NJ Route # 27 and Taft Avenue and then from said point southward to Duley Avenue	24 hours	7 days per week

SECTION II. This ordinance shall take effect twenty (20) days after adoption and approval by the Mayor in accordance with N.J.S.A. 40:69A-181(b).

SECTION III. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

FIRST READING	
FIRST PUBLICATION	THE HOME NEWS & TRIBUNE
FINAL READING	
APPROVAL OF THE MAYOR	
FINAL PUBLICATION	THE HOME NEWS & TRIBUNE

Note to Codifier:

Deleted provisions indicated by bracket [].

New provisions indicated by bold underline ____.

EXPLANATION: This Ordinance revises and re-establishes the location of residential parking on Taft Avenue to remove residential parking restrictions from the right-of-way by right-of-way intersection of NJ Route 27 and Taft Avenue and then 131 feet southward on Taft Avenue, under the street listing under Residential Parking Zone # 2 for residential permit parking.

TOWNSHIP OF EDISON

ORDINANCE O.____ - 2013

TOWNSHIP ENGINEER CERTIFICATION PER N.J.S.A. 39:4-8

I, John A. Medina, P.E., as Township Engineer for the Township of Edison, Middlesex County, New Jersey, as required by N.J.S.A. 39:4-8 have, under seal as a NJ licensed professional engineer, hereby certify to the Edison Township Council, that any designation or erections of signs or placement of pavement markings have been approved after investigation of the circumstances, and it appears to be in the interest of safety and the expedition of traffic on the public highways, and the signage and pavement markings conform to the current standards prescribed by the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the commissioner and that the provisions of this ordinance, are consistent with the Manual on Uniform Traffic Control Devices for Streets and Highways, consistent with accepted engineering standards, based on the results of an accurate traffic and engineering survey, and does not place an undue traffic burden or impact on streets in an adjoining municipality or negatively affect the flow of traffic on the State highway system.

JOHN A. MEDINA, P.E., C.M.E.
DIRECTOR OF PLANNING AND ENGINEERING
EDISON TOWNSHIP ENGINEER

Date: _____ 02/01/2013 _____

RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 IN THE AMOUNT OF \$3,550.00 FOR A-PLUS CONSTRUCTION FOR CASE NUMBER 0811, FOR A TOTAL REVISED CONTRACT AMOUNT OF \$13,000.00

WHEREAS, The Community Development Block Grant (CDBG) funds are used to facilitate various projects throughout the community as outlined in the Program Year 2011 Consolidated Annual Action Plan; and

WHEREAS, part of the funding is for improvements to qualified single family, owner occupied dwellings located in Edison; and

WHEREAS, A-PLUS CONSTRUCTION INCORPORATED, 18 Station Road, Lincoln Park, NJ 07035, was awarded a contract through resolution R.780-112012 in the amount of \$9,450.00; and

WHEREAS, during the course of the work, additional repairs in the amount of \$3,550.00 were found to be needed including emergency electrical work and siding and fascia repair and replacement of deteriorated wood over rear door and window; and

WHEREAS, funds in the amount of \$3,550.00 have been certified to be available in the CDBG Housing Rehabilitation Account Number T-14-12-0510-000-001.

NOW, THEREFORE IT IS RESOLVED by the Municipal Council of the Township of Edison, Middlesex County, New Jersey, that Change Order No. 1 be awarded to A-PLUS CONSTRUCTION INCORPORATED, in an amount not to exceed \$3,550.00 resulting in a total contract amount of \$13,000.00.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$3,550.00** are available for the above contract in Account No. **T-14-12-0510-000-001**.

Janice Saponaro
Chief Financial Officer

Date

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO A TEAM CONCRETE FOR
EDISON MUNICIPAL COMPLEX ADA & SITE IMPROVEMENTS**

WHEREAS, bids were received by the Township of Edison on November 20, 2012 for Public Bid No. 12-25-04-Edison Municipal Complex ADA & Site Improvements; and

WHEREAS, A TEAM CONCRETE, 104 George St., South River, NJ 08882 submitted the lowest legally responsible, responsive bid; and

WHEREAS, the total amount of the purchase shall not exceed \$216,555.00, (\$160,555.00 for base bid and \$56,000.00 for Alternate #1); and

WHEREAS, funds for this purchase have been certified to be available as follows:

\$82,305.00 - Account No. T-14-10-0520-000-003-ADA Improvements to Police Entrance
\$35,020.10 - Account No.C-04-03-1352-382-003-Municipal Complex, Stelton ADA
Improvements
\$1,928.62 - Account No.C-04-05-1452-391-004-Repair Firehouses and Municipal
Complex
\$50,369.75 - Account No.C-04-07-1565-402-002-Admin-Repairs to Concrete Exterior
\$46,931.53 - Account No. C-04-08-1616-240-410-Police-Building Improvements

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All bids have been reviewed, and the bid submitted by A TEAM CONCRETE, 104 George St., South River, NJ 08882 for Edison Municipal Complex ADA & Site Improvements, is determined to be the lowest legally responsible, responsive bid.
2. The Mayor, or her designee, is hereby authorized to execute a contract in the amount not to exceed \$216,555.00, and any other necessary documents, with A TEAM CONCRETE as described herein.
3. The Township of Edison Purchasing Agent is hereby authorized to return any and all deposits and/or bonds of the unsuccessful bidders.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of \$216,555.00 are available as follows:

\$82,305.00 in Account No. T-14-10-0520-000-003
\$35,020.10 in Account No. C-04-03-1352-382-003
\$1,928.62 in Account No. C-04-05-1452-391-004
\$50,369.75 in Account No. C-04-07-1565-402-002
\$ 46,931.53 in Account No. C-04-08-1616-240-410

Janice A. Saponaro
Chief Financial Officer

Date

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO NORTHEAST FLUID POWER CO. II, INC. FOR EMERGENCY PUMP STATION REPAIRS

WHEREAS, bids were received by the Township of Edison on January 18, 2013 for Public Bid No. 13-01-05, Emergency Pump Station Repairs, for the Department of Public Works; and

WHEREAS, NORTHEAST FLUID POWER CO. II, INC., 40A Stern Ave., Springfield, NJ 07081, submitted the lowest legally responsible, responsive bid; and

WHEREAS, the total amount of this contract, not to exceed \$45,000.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All bids have been reviewed, and the bid submitted by NORTHEAST FLUID POWER CO. II, INC., 40A Stern Ave., Springfield, NJ 07081 for Emergency Pump Station Repairs for the Department of Public Works, is determined to be the lowest legally responsible, responsive bid.
2. The Mayor, or her designee, is hereby authorized to execute a contract in the amount not to exceed \$45,000.00, and any other necessary documents, with NORTHEAST FLUID POWER CO. II, INC. as described herein.
3. The Township of Edison Purchasing Agent is hereby authorized to return any and all deposits and/or bonds of the unsuccessful bidders.

**RESOLUTION AUTHORIZING THE AWARD OF A NON-FAIR AND OPEN CONTRACT / PURCHASE
ORDER TO SANITATION EQUIPMENT CORPORATION FOR THE PURCHASE OF LABRIE
SANITATION PARTS FOR THE DIVISION OF SANITATION**

WHEREAS, the Township of Edison, Division of Sanitation, is in need of purchasing Labrie parts for the Division of Sanitation's one arm trucks; and

WHEREAS, the Department of Public Works was unable to obtain quotes, as SANITATION EQUIPMENT CORPORATION, South 122, Route 17 North, Paramus, NJ 07652 is the sole authorized dealer for these parts; and

WHEREAS, SANITATION EQUIPMENT CORPORATION, has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of Edison in the previous one year, and that the contract will prohibit SANITATION EQUIPMENT CORPORATION from making any reportable contributions through the term of this one year contract; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

WHEREAS, the exact amount for this contract, not to exceed \$60,000.00, cannot be determined at this time, and the total amount of the award of this contract cannot be encumbered; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Municipal Council of the Township of Edison, as follows:

1. The Mayor or her designee is hereby authorized to execute a contract/purchase order with SANITATION EQUIPMENT CORPORATION, in an amount not to exceed \$60,000.00.
2. The Township Clerk shall advertise notice of this action in a legal newspaper pursuant to N.J.S.A. 40A:11-1, et seq. and in compliance with the Local Public Contracts Law guidelines.
3. The Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution.

**RESOLUTION AWARDING CONTRACT TO COLGATE PAPER STOCK CO., INC.
FOR EDISON TOWNSHIP RECYCLING-RECEIPT AND MARKETING**

WHEREAS, the Township of Edison advertised on the Township website for Request for Proposals on December 5, 2012, for RFP 12-10, EDISON TOWNSHIP RECYCLING-RECEIPT AND MARKETING for a bid opening date of December 19, 2012 and three (3) proposals were received; and

WHEREAS, after review of said proposals, it has been recommended by the Township that the contract be awarded to COLGATE PAPER STOCK CO., INC., 12 Industrial Dr., New Brunswick, NJ 08901 at the price of \$50.00 for mixed paper, \$70.00 for cardboard, and \$40.00 for single stream; in addition, there is a 50% market escalator for mixed paper, cardboard and single stream; and

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All proposals have been reviewed, and the proposal as submitted by COLGATE PAPER STOCK CO., INC., 12 Industrial Dr., New Brunswick, NJ 08901 for Recycling Receipt and Marketing is determined to be the most advantageous, responsible, responsive proposal for this service.
2. The Mayor, or her designee, is hereby authorized to execute a contract in the amounts as indicated above and any other necessary documents, with COLGATE PAPER STOCK CO., INC. in accordance with their proposal.

**RESOLUTION AWARDING CONTRACT/PURCHASE ORDER TO AIR BRAKE &
EQUIPMENT FOR THE FURNISHING OF AUTOMOTIVE PARTS FOR HEAVY DUTY
VEHICLES FOR THE TOWNSHIP OF EDISON**

WHEREAS, there is a need to purchase automotive parts for Heavy Duty Vehicles for the Township of Edison; and

WHEREAS, AIR BRAKE & EQUIPMENT, 225 Route 22 West, Hillside, NJ 07205, has been awarded State Contract Number 73722 under T-2085/Automotive parts for Heavy Duty Vehicles; and

WHEREAS, in accordance with the authority set forth in N.J.S.A. 40A:11-12 of the Local Public Contracts Law, public bidding is not required when the purchase is under a state contract; and

WHEREAS, the total amount of this contract, not to exceed \$45,000.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order in the amount not to exceed \$45,000.00 and any other necessary documents, with AIR BRAKE & EQUIPMENT, 225 Route 22 West, Hillside, NJ 07205, as described herein.
2. This contract is authorized pursuant to the authority set forth in N.J.S.A. 40A:11-12 of the Local Public Contracts Law, and State Contract, No. 73722 under T-2085.

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO NORTHEAST FLUID POWER CO. II, INC. FOR EMERGENCY PUMP STATION REPAIRS

WHEREAS, bids were received by the Township of Edison on January 18, 2013 for Public Bid No. 13-01-05, Emergency Pump Station Repairs, for the Department of Public Works; and

WHEREAS, NORTHEAST FLUID POWER CO. II, INC., 40A Stern Ave., Springfield, NJ 07081, submitted the lowest legally responsible, responsive bid; and

WHEREAS, the total amount of this contract, not to exceed \$45,000.00, cannot be encumbered at this time; and

WHEREAS, pursuant to N.J.A.C. 5:30-11.10 funds for Open-End Contracts shall be committed at the time an order is placed and shall not exceed the unit price; and

WHEREAS, no amount shall be chargeable or certified until such time as goods or services are ordered or otherwise called for. Prior to incurring the liability by placing the order, the certification of available funds shall be made by the Chief Financial Officer or Certifying Financial Officer. It shall be the responsibility of the official responsible for issuing the purchase order to notify and seek the certification of availability of funds of the Chief Financial Officer or Certifying Finance Officer, as appropriate (N.J.A.C. 5:30-5.5(b)).

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All bids have been reviewed, and the bid submitted by NORTHEAST FLUID POWER CO. II, INC., 40A Stern Ave., Springfield, NJ 07081 for Emergency Pump Station Repairs for the Department of Public Works, is determined to be the lowest legally responsible, responsive bid.
2. The Mayor, or her designee, is hereby authorized to execute a contract in the amount not to exceed \$45,000.00, and any other necessary documents, with NORTHEAST FLUID POWER CO. II, INC. as described herein.
3. The Township of Edison Purchasing Agent is hereby authorized to return any and all deposits and/or bonds of the unsuccessful bidders.

**RESOLUTION ACCEPTING BID AND AWARDING CONTRACT TO
CAMPBELL FREIGHTLINER, LLC FOR THE PURCHASE OF A 2013 REFUSE COLLECTION
TRUCK-25 CU YD**

WHEREAS, bids were received by the Township of Edison on October 3, 2012 for Contract No. 12-09-18 - 2013 Refuse Collection Truck-25 CU YD; and

WHEREAS, CAMPBELL FREIGHTLINER, LLC, 145 Talmadge Rd., Edison, NJ 08817 submitted the lowest legally responsible, responsive bid; and

WHEREAS, Resolution R.787-112012 authorized the award of a contract to CAMPBELL FREIGHTLINER, LLC. for the purchase of one Refuse Collection Truck – 25 CU YD; and

WHEREAS, contract specifications allow for additional purchases under this contract and the Township of Edison wishes to exercise this option to purchase one additional truck; and

WHEREAS, funds in the amount of \$187,888.00 have been certified to be available in the Purchase of an Automated Truck Account, Number C-04-12-1817-370-001.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, the Mayor, or her designee, is hereby authorized to execute a contract and any other necessary documents, with CAMPBELL FREIGHTLINER, LLC, 145 Talmadge Rd., Edison, NJ 08817, as described herein, in the amount not to exceed \$187,888.00 for an additional Refuse Collection truck.

CERTIFICATION

I hereby certify that funds in the amount of \$187,888.00 are available for the above contract in Account No. C-04-12-1817-370-001.

Janice Saponaro
Chief Financial Officer

Date

Resolution
Middlesex County Multi-Jurisdictional
Gang/Gun/Narcotics Task Force for 2012
Payment Acceptance

Whereas; the Division of Police wishes to accept funding in the amount of \$6,000.00 for participating in the Middlesex County Multi-Jurisdictional; Gang/Gun/Narcotics Task Force; and

Whereas; the Edison Division of Police is one of six police departments in Middlesex County that is eligible to receive funding from the Middlesex County Prosecutor's Office PCLETA Trust Account ; and

Whereas; the funding allows for police departments to provide much needed additional equipment, technology, and training in the fight against crime.

Now, therefore, be it resolved that the Edison Township Council and the Division of Police declares it's acceptance of monies for participation in the Middlesex County Multi-Jurisdictional Gang/Gun/Narcotics Task Force in the amount of \$6,000.00.

Be It Further Resolved, that the Business Administrator be and is hereby authorized to accept the monies for and on behalf of the Township of Edison.

RESOLUTION AWARDING CONTRACT/PURCHASE ORDER TO COPLOGIC, INC. FOR AN ONLINE REPORTING SYSTEM FOR THE DIVISION OF POLICE

WHEREAS, the Township of Edison needs to renew the software for the Online Reporting System for the Division of Police; and

WHEREAS, services such as support and/or maintenance of proprietary hardware and software may be awarded without competitive bidding pursuant to N.J.S.A. 40A:11-5(dd); and

WHEREAS, COPLOGIC, INC., 231 Market Place, Suite 520, San Ramon, CA 94583, has submitted a proposal to provide such services for a one year term from March 2, 2013 through March 1, 2014 at a total cost of \$7,350.00; and

WHEREAS, funds in the amount of \$7,350.00 have been certified to be available in the Police Department Computer Hard & Software Account, Number 3-01-25-0240-000-059.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

3. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order and any other necessary documents, in the amount of \$7,350.00, with COPLOGIC, INC., 231 Market Place, Suite 520, San Ramon, CA 94583 as set forth above.
4. This contract is awarded without competitive bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-5 (dd).

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$7,350.00** are available for the above contract in Account No. **3-01-25-0240-000-059**.

Janice Saponaro
Chief Financial Officer

Date

**RESOLUTION ACCEPTING QUOTE AND AWARDING CONTRACT/PURCHASE ORDER TO
CENTRAL MILLWORK OF NJ, INC. FOR FURNISHING AND INSTALLATION OF COUNTER TOPS
FOR THE DIVISION OF POLICE**

WHEREAS, quotes were solicited by The Township of Edison for the furnishing and installation of countertops in a secured area for the Division of Police; and

WHEREAS, CENTRAL MILLWORK OF NJ, INC., 92 North Main St., Windsor, NJ 08561, submitted the lowest quote in the amount of \$7,983.96; and

WHEREAS, funds in the amount of \$7,983.96 have been certified to be available in the Section 20 Costs for Multi Purpose Costs Ordinance Account, No. C-04-07-1565-403-000.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

1. All quotes have been reviewed, and the quote as submitted by CENTRAL MILLWORK OF NJ, INC., 92 North Main St., Windsor, NJ 08561 for the furnishing and installation of counter tops for the Division of Police is determined to be the lowest quote.
2. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order and any other necessary documents with CENTRAL MILLWORK OF NJ, INC. in the amount of \$7,983.96.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$7,983.96** are available for the above in Account No. C-04-07-1565-403-000.

Janice A. Saponaro
Chief Financial Officer

Date

**RESOLUTION AWARDING CONTRACT/PURCHASE ORDER TO INNOVATIVE DATA SOLUTIONS
FOR THE MAINTENANCE AND SUPPORT OF POWER DMS**

WHEREAS, the Township of Edison needs to renew the annual software subscription to Power DMS – the policy, testing, surveying and training software for the Division of Police; and

WHEREAS, such annual renewal for the support of proprietary software and hardware may be awarded without public advertising for bids or bidding in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-5(dd); and

WHEREAS, INNOVATIVE DATA SOLUTIONS, P.O. Box 2468, Orlando, FL 32802-2468, has submitted a proposal to provide such services for the period of January 30, 2013 through January 29, 2014 at a total cost of \$6,840.00; and

WHEREAS, funds in the amount of \$6,840.00 have been certified to be available in the Police Department Computer Hard & Software Account, Number 3-01-25-0240-000-059.

NOW, THEREFORE, IT IS RESOLVED by the Township Council of the Township of Edison, as follows:

5. The Mayor, or her designee, is hereby authorized to execute a contract/purchase order and any other necessary documents, in the amount of \$6,840.00, with INNOVATIVE DATA SOLUTIONS, P.O. Box 2468, Orlando, FL 32802-2468 as set forth above.
6. This contract is awarded without competitive bidding pursuant to Local Public Contracts Law, N.J.S.A. 40A:11-5(dd).
7. The Township Clerk shall advertise notice of this action in a legal newspaper pursuant to N.J.S.A. 40A:11-1, et seq. and in compliance with the Local Public Contracts Law guidelines.

CERTIFICATION OF AVAILABILITY OF FUNDS

I hereby certify that funds in the amount of **\$6,840.00** are available for the above contract in Account No. **3-01-25-0240-000-059**.

Janice Saponaro
Chief Financial Officer

Date

