

**RESOLUTION 77-2019**

**RESOLUTION AUTHORIZING AGREEMENT FOR CERTAIN PROFESSIONAL SERVICES FOR THE MASTER PLAN RE-EXAMINATION REPORT**

WHEREAS, there exists a need for specialized service on behalf of the Borough of Woodbury Heights; and

WHEREAS, funds are available for this purpose; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 requires that notice with respect to contracts for Professional Services without competitive bids must be publicly advertised.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Woodbury Heights, with the Mayor concurring, the following:

1. Tiffany A. CuvIELLO, PP, LLC. of Galloway, New Jersey is hereby hired to provide professional planning services for the Master Plan Re-Examination Report– Proposal Date May 31, 2019, for an amount not to exceed \$3,000.00.
2. The term of this contract shall be from July 18, 2019 to July 17, 2020..
3. This Contract is awarded without competitive bidding as a “Professional Service” in accordance the Local Public Contracts Law, N.J.S.A. 40A:11-11-5(1)(a), and the Fair and Open Process because it is for services performed by persons authorized by law to practice a recognized profession.
4. A copy of this resolution as well as the Contract shall be placed on file with the Clerk of the Borough of Woodbury Heights
5. A notice in accordance with the Local Public Contracts Law of New Jersey shall be published in the South Jersey Times.
6. The Mayor and Clerk of the Borough of Woodbury Heights are hereby authorized to execute a Contract outlining the above on behalf of the Borough of Woodbury Heights.

**BOROUGH OF WOODBURY HEIGHTS**

BY: \_\_\_\_\_

**WILLIAM PACKER, MAYOR**

ATTEST:

\_\_\_\_\_  
**JANET PIZZI, BOROUGH CLERK**

The foregoing Resolution was duly adopted by the Borough Council of the Borough of Woodbury Heights at a regular meeting held on the 17<sup>TH</sup> day of July, 2019.

  
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**JANET PIZZI, BOROUGH CLERK**

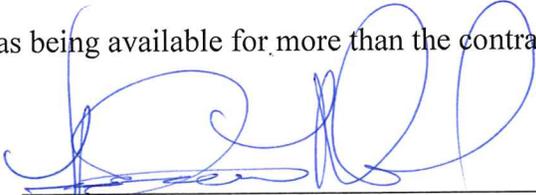
**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Victoria Holmstrom, being the Chief Financial Officer of the Borough of Woodbury Heights, do hereby certify, pursuant to the rules of the Local Finance Board of the State of New Jersey and in accordance with N.J.S.A. 40A:4-57, that there are available adequate funds for the proposed contract between the Mayor and Borough Council of the Borough of Woodbury Heights and Tiffany A. Cuviallo, PP, LLC.

The money necessary to fund said contract is in the maximum amount of \$ 3,000.00 and upon approval of the contact, all funds expended shall be charged to the following:

9-01-21-180-000-265            \$ 3,000.00

These funds are not being certified as being available for more than the contract.

  
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Victoria Holmstrom, CFO

Date: June 25, 2019

**Tiffany A. CuvIELLO, PP, LLC**  
*Community Development and Planning*

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May 31, 2019

Ms. Janet Pizzi  
Borough of Woodbury Heights  
500 Elm Avenue  
Woodbury Heights, NJ 08097

Re: Master Plan Reexamination Report

Dear Ms. Pizzi:

The Borough of Woodbury Heights is due for a Master Plan Reexamination Report. In accordance with the Municipal Land Use Law (NJSA 40:55D-89), the local master plan is required to be reexamined at least once every ten (10) years and the last report was completed in 2008.

As part of a reexamination of the Master Plan the Planning Board must consider five statutory items as follows:

1. The major problems and objectives relating to land development in the municipality at the time of the adoption of the last reexamination report.
2. The extent to which such problems and objectives have been reduced or have increased subsequent to such date.
3. The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the master plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition and recycling of designated recyclable materials, and changes in State, county and municipal policies and objectives.
4. The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.
5. The recommendations of the planning board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law" into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

The Reexamination Report will involve meetings with the Board and the community to determine what is the most appropriate planning and development recommendations for the Borough. If there are no major areas of concern the Reexamination Report can be completed within the next 2-3 months.

In consideration of the above factors, the preparation of a Master Plan Reexamination Report for the Borough is estimated at a cost of \$3,000.00. The estimate includes attendance at two (2) public meetings and two (2) work sessions to address the Reexamination Report. All work will be done on a time-charge basis of a maximum \$110.00 per hour.

### **INVOICES**

It shall be understood that payment will be due thirty (30) days from rendering of invoice. In the event of non-payment within forty-five (45) days of submission, this agreement may be terminated by the consultant without further notice or provision of services.

### **TERMS OF INVOICES**

Any questions involving invoices must be brought to our attention within fifteen (15) days of the date of the invoice. After that time, all invoices will stand as issued.

### **PAYMENT NON-CONTINGENCY**

It shall be understood that payment will in no way be contingent upon approvals of any agency or reviewing bodies.

### **PRINTS**

All reproduction and printing costs shall be billed to the client at our current square footage rates. Reproduction and printing shall include prints, cloth prints, duplicate mylar transparencies.

### **MEETINGS**

Attendance at evening meetings is scheduled subject to availability based on a first request basis.

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**TERMINATION**

Either the consultant or the client shall have the right to terminate this Agreement by notifying the other party in writing by certified mail. In the event of termination, the client shall pay all outstanding balances effective the date of the termination of the work.

**ACCEPTANCE**

The fees quoted herein shall remain in effect for a period of sixty (60) days from the date of this proposal, after which the contract will be renegotiated to the mutual satisfaction of both parties.

If this proposal is acceptable, kindly have the original signed and returned.

Very truly yours,

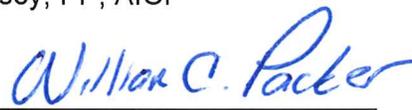


Tiffany A. Morrissey, PP, AICP

Signed \_\_\_\_\_



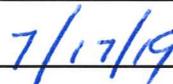
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Date \_\_\_\_\_



Cc: Brian Lozuke, Esq.