

BERNARDS TOWNSHIP - TOWNSHIP COMMITTEE
COMBINED AGENDA - REGULAR MEETING
October 27, 2020 – 7:30 Executive Session, 8:00 PM Open Session

The Municipal Building, 1 Collyer Ln., Basking Ridge, is open and will adhere to Executive Order #156. Indoor gatherings are limited to 25 percent of this room capacity or no more than 51 individuals. All attendees must wear face coverings and remain 6 feet apart. The meeting will be live streamed and can be found by clicking on the “Watch a Meeting Live” icon on the home page, www.bernards.org and can also be viewed live on Optimum/Cablevision TV - Channel 15 and Verizon FiOS TV - Channel 35.

Estimated
Times

A G E N D A

- | | |
|---------|---|
| 7:30 PM | 1. CALL TO ORDER Video Clip |
| | 2. FLAG SALUTE |
| | 3. MAYOR’S OPENING MEETING STATEMENT |
| | 4. ROLL CALL |
| | 5. EXECUTIVE SESSION - Resolution #2020-0341 |
| 8:00 PM | 6. PUBLIC WORK SESSION
A. <i>Township to Receive 100% State Aid/DCA Best Practices Check List Discussion</i> |
| | 7. REPORTS |
| | 8. CORRESPONDENCE |
| 8:05 PM | 9. PUBLIC COMMENT |
| 8:25 PM | 10. TOWNSHIP COMMITTEE/LIAISON & BOARD REPORTS AND STAFF COMMENTS |
| | 11. FIRE & RESCUE APPOINTMENT
1) Resolution #2020-0336 - Appointment to Membership in Township of Bernards Volunteer Liberty Corner Fire Company Kyle Hart, Junior Member
2) Resolution #2020-0337 - Appointment to Membership in Township of Bernards Volunteer Liberty Corner First Aid Squad Mary Jane Walsh, Honorary Member
3) Resolution #2020-0343 - Appointment to Membership in Township of Bernards Volunteer Liberty Corner First Aid Squad Zachariya Trichas, Full Member |
| 8:35 PM | 12. UNFINISHED BUSINESS
A. ORDINANCE #2454 - An Ordinance Amending the Revised General Ordinances of the Township of Bernards, Chapter 7 “Traffic”, Schedule I “No Parking” to Prohibit Parking on the North Side of Watchung Drive in Specified Locations – Public Hearing |
| 8:40 PM | 13. NEW BUSINESS
A. Resolution #2020-0351 - Adopting an Information Technology Practice Policy and Cyber Incident Response Plan

B. Resolution #2020-0342 - Authorizing a Shared Services Agreement with the Borough of Bernardsville and the Township of Bernards for the Oversight and Operation of the Bernardsville Fire Prevention Bureau |



Please call 24 hours in advance (908) 204-3001
if accommodations are required, including assistive listening devices (ALD).

C. Consent Agenda

The items listed within the consent agenda portion of the meeting have been referred to the Township Committee for reading and study, linked to the posted agenda on the website, are considered routine and will be enacted by one motion of the Township Committee with no separate discussion. If separate discussion is required, the item may be removed from the agenda by township committee action and placed on the regular agenda under new business.

- 1) [Resolution #2020-0332](#) - Approval of the Bill List Dated 10/27/2020
- 2) [Resolution #2020-0333](#) - Acknowledgement of Responses to the NJ Division of Local Government Services CY2020/SFY2021 Best Practices Inventory Questionnaire
- 3) [Resolution #2020-0334](#) - Authorization for Tax Refund
- 4) [Resolution #2020-0335](#) - Authorization for Tax Refund
- 5) [Resolution #2020-0338](#) - Acknowledgement of [2019 Annual Report](#) Submitted by the Zoning Board of Adjustment
- 6) [Resolution #2020-0339](#) - Authorizing the Issuance of a Limousine License to Bernardsville Coach & Livery
- 7) [Resolution #2020-0340](#) Award of Purchase Orders for Identified Vendors Enforsys, Inc and Maxx's Fleet Repairs, LLC
- 8) [Resolution #2020-0344](#) - Amending Resolutions for NJ Pay to Play
- 9) [Resolution #2020-0345](#) - Resolution Authorizing the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. to Lease, License, Rent or Otherwise Permit the Use of the Farmstead Property for Classes, Programs, Events and Meetings Consistent with the Purpose of a [Lease Agreement](#) with Christina White to Use Space Solely as an artist studio
- 10) [Resolution #2020-0346](#) - Resolution Authorizing the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. to Lease, License, Rent or Otherwise Permit the Use of the Farmstead Property for Classes, Programs, Events and Meetings Consistent with the Purpose of a [Lease Agreement](#) with Edward Walter to Use Space Solely as studio for writing and art production
- 11) [Resolution #2020-0347](#) - Bernards Township Housing Rehabilitation Program Authorizing and Approving Deferred Loan Agreement to Anthony and Angel Cassera 245 English Place Block 9202 Lot 35.06
- 12) [Resolution #2020-0348](#) - Bernards Township Housing Rehabilitation Program Authorizing and Approving Deferred Loan Agreement to Michael Kienzle 3510 Balsam Way Block 9001 Lot 35.04
- 13) [Resolution #2020-0349](#) - Awarding Professional Services Contract for Town Hall Elevator Concepts to Kevin Settembrino, AIA, Lic #21A101516300 of the firm Settembrino Architects, 25 Bridge Avenue, Red Bank, NJ 07701 - In the Not to Exceed Amount of \$8,500.00
- 14) [Resolution #2020-0352](#)- Resolution Authorizing the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. to Lease, License, Rent or Otherwise Permit the Use of the Farmstead Property for Classes, Programs, Events and Meetings Consistent with the Purpose of a [Lease Agreement](#) with Gretchen Thomas to Use Space Solely as artist studio
- 15) [Resolution # 2020-0353](#) - Award of Contract to SHI International Corporation, 290 Davidson Avenue, Somerset, NJ 08873 as the provider of Radio-Frequency Identification (RFID) for the installation of patron self-service operation and other technology enhancements for the Bernards Township Library In a Not to Exceed Amount of \$43,536.40
- 16) [Resolution # 2020-0354](#) - Award of Contract to Bibliotheca, LLC., 3169 Holcomb Bridge Road NW, Suite 200, Norcross, GA 300071 as the provider of Radio-Frequency Identification (RFID) on-site tagging service and supplies for the installation of patron self-service operation and other technology enhancements for the Bernards Township Library In a Not to Exceed Amount of \$45,317.76

- D. [ORDINANCE #2455](#) - An Ordinance to Amend Salary Ordinance #2391, Fixing the Compensation of Certain Officers and Employees of the Township of Bernards on and After 11/10/2020 - Introduction

- E. Approval of Minutes – 10/13/2020 Open Session Minutes



14. PUBLIC COMMENT

15. ADJOURNMENT

Rhonda Pisano Municipal Clerk





Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0341

Authorizing an Executive Session Meeting of the Bernards Township Committee

WHEREAS, NJSA 10:4-12 allows for a public body to go into closed session during a public meeting; and

WHEREAS, the Township Committee has deemed it necessary to go into closed session to discuss certain matters which are exempted from the public; and

WHEREAS, the regular meeting of the Township Committee will reconvene.

NOW THEREFORE BE IT RESOLVED, that the Township Committee will go into closed session for the following reason(s) as outlined in NJSA 10:4-12; and

NOW THEREFORE BE IT FURTHER RESOLVED, that the Township Committee hereby declares that the discussion of subject(s) may be made public at a time when the Township Attorney advises the Township Committee that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the Township or any other entity with respect to said discussion. That time is currently estimated as the time of said matter.

NOW THEREFORE BE IT FINALLY RESOLVED that the Township Committee, hereby declares that the public is excluded from the portion of the meeting during which the discussion(s) shall take place and hereby directs the Municipal Clerk to take the appropriate action to effectuate the terms of this resolution.

Reason for Closed Session

Estimated Time of
Disclosure or Upon
Occurrence Of

- ☒ Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body.

Contract Negotiations — PBA

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

2020 Best Practices Inventory Online Platform

Bernards Township

Printable Current Answers

001	Core Competencies	Personnel
	<p>The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (please consult labor counsel for detailed guidance). Exempt status also precludes overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered a form of overtime pay unless such leave is utilized in the same pay period. Does your municipality not pay overtime to employees classified as exempt under the FLSA?</p>	[1.00] Yes
002	Core Competencies	Personnel
	<p>Has your municipality reviewed and updated its employee personnel manual/handbook by resolution or ordinance within the past three years or upon the conclusion of each of your municipality's collective negotiated agreements (CNAs)? If yes, please provide in the Comments section the date of the meeting at which the personnel manual was updated. If not yes, please type "Did Not Answer Yes" into the comment box.</p>	<p>[1.00] Yes Comment: 1/2/2020</p>
003	Core Competencies	Budget
	<p>Does your municipality complete an initial draft of its annual budget no later than the first week of January (or first week of July if an SFY municipality), and obtain input in crafting the draft budget from elected officials and department heads as appropriate to the form of government?</p>	[1.00] Yes

004	Core Competencies	Budget
	Has your municipality created an accumulated absence liability trust fund pursuant to N.J.A.C. 5:30-15.5?	[1.00] Yes
005	Core Competencies	Budget
	Does your municipality annually review 1) its fee schedules against revenue collected, and 2) its fee ordinance(s) to determine whether fees need to be brought more in line with expenses?	[1.00] Yes
006	Core Competencies	Financial Administration
	The Government Electronic Payment Acceptance Act (N.J.S.A. 40A:5-43 et seq.) and its implementing regulations (N.J.A.C. 5:30-9.1 et seq.) set forth requirements for municipalities accepting credit cards, debit cards, and other electronic fund transfer mechanisms as means of collecting payment. In part, N.J.A.C. 5:30-9.9 limits any surcharges or convenience fees charged by a municipality for handling and processing the transaction. Is your municipality adhering to N.J.A.C. 5:30-9.9 when charging surcharges or convenience fees relating to electronic payment acceptance?	[1.00] Yes
007	Core Competencies	Capital Projects
	Has your municipality adopted a capital program as defined by N.J.A.C. 5:30-4.2, meaning a moving, multi-year plan and schedule for capital projects (including prospective financing sources) and, when pertinent, first year operating costs and savings?	[1.00] Yes
008	Core Competencies	Capital Projects
	If your municipality charges administrative fees for off-duty police traffic safety personnel on a public works or utility project, are such fees set by ordinance at an amount not exceeding the municipality's actual costs for administering the off-duty work? See Local Finance Notice CFO 2000-14 for further guidance.	[1.00] Yes

009	Core Competencies	Transparency	
Are your municipality's codified and uncoded ordinances, including all current salary ordinances, available online?			[1.00] Yes
010	Best Practices	Transparency	
Does your municipality have an official social media account or accounts and, if so, is there a written policy establishing guidelines on access, use, and permitted content?			[0.50] Yes
011	Core Competencies	Procurement	
Do your municipality's professional services contracts include a "not to exceed" amount?			[1.00] Yes
012	Best Practices	Procurement	
If your municipality contracts with an insurance broker for health insurance, and said contract exceeds the Local Public Contracts Law bid threshold, is your municipality's health insurance broker being procured through a competitive contracting or sealed bid process conducted pursuant to the Local Public Contracts Law?			[0.50] N/A
013	Best Practices	Procurement	
Insurance broker fees dependent on the amount of health insurance premiums or fees paid by the municipality are vulnerable to abuse as brokers could face conflicting incentives in seeking lower-cost health insurance alternatives. If your municipality contracts with an insurance broker for health insurance, is the structure for broker payments set at a flat-fee rather than on a commission basis to mitigate the risk of a broker recommending more expensive health insurance coverage to earn higher fees?			[0.50] N/A

014	Core Competencies	Cybersecurity
A cybersecurity incident response plan is a set of instructions to help detect, respond to, and recover from network security incidents. These plans address areas such as cybercrime, data loss, and service outages. Does your municipality have a cybersecurity incident response plan?		[1.00] Yes
015	Core Competencies	Cybersecurity
Are all municipal employees receiving ongoing cybersecurity training in malware detection, password construction, identifying security incidents and social engineering attacks?		[1.00] Yes
016	Core Competencies	Ratables/PILOTs
Before formalizing negotiations and entering into a Long-Term Financial Agreement, does your municipality have at least one staff member or contractually-retained professional evaluate all proposed Long-Term PILOTs to assure that the proposed agreement is a net-benefit to the municipality?		[1.00] Yes
017	Best Practices	Environment
If your municipality has a combined sewer overflow (CSO) system, has the conversion to a non-CSO overflow system been incorporated into your municipality's capital improvement program? If your municipality does not have a CSO system, is it undertaking affirmative measures to reduce stormwater runoff? Non-CSO municipalities answering Yes should explain these measures in the Comment Box.		<p>[0.00] No</p> <p>Comment: The Township has allocated \$630,640 in 20189, \$1,600,000 in 2019, and \$1,100,000 in 2020 for reduction of infiltration and inflow.</p>

018	Core Competencies	Financial Administration
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Pursuant to N.J.S.A. 40A:5-14(d), a local unit's investment policies shall be based on a cash flow analysis prepared by the CFO, with those policies being commensurate with the nature and size of the funds held by the local unit. Has your municipality conducted a cash flow analysis of its deposited and invested funds, and, based on that analysis, does your municipality's cash management plan set policies for your municipality's investments that consider preservation of capital, liquidity, current and historical investment returns, diversification, maturity requirements, costs and fees associated with the investment and, when appropriate, policies of investment instrument administrators?

[1.00] Prospective

019	Best Practices	Budget
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Does your municipality periodically review the historical activity and balances of all trust fund accounts not created through public referendum (i.e. open space) to determine the need for, and adequacy of, each account? Only answer N/A if your municipality does not have any non-referendum trust funds.

[0.50] Yes

020	Core Competencies	Budget
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Is your municipality ensuring that insurance reimbursements are credited back to the budget appropriation line item in the budget in accordance with N.J.S.A 40A:5-32, instead of applied as miscellaneous revenue not anticipated? Compliance with this statutory obligation relieves pressure on current year appropriations. Only answer N/A if your municipality had no insurance reimbursements in 2019 or 2020.

[1.00] Yes

021	Core Competencies	Capital Projects
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Has your municipality reviewed all completed capital project bond ordinances for remaining balances that can be cancelled by resolution, and revert to their respective balance sheet accounts?

[1.00] Yes

022	Best Practices	Financial Administration
	Are monthly cash-flow statements prepared to assist in identifying and managing liquidity risk and used to conduct regular stress test forecasting payments based on known due dates and anticipated revenues received during the same period?	[0.50] Yes
023	Best Practices	Budget
	Has your municipality reviewed individual grants receivable and appropriated to 1) ensure all grants are appropriately charged; 2) receivables are collected in a timely manner; and 3) considered cancelling any expired or otherwise stale grants? Doing so minimizes or avoids fund balance depletion due to use of current fund cash to cover grant expenses. Only answer N/A if your municipality does not have any grants receivable and appropriated.	[0.50] Yes
024	Best Practices	Personnel
	In the event of a staff vacancy, municipalities should ensure there is backup to critical positions through cross-training staff and/or entering into shared services agreements with other local units. Has your municipality 1) cross-trained staff for multiple functions to the extent permitted by employee titles, labor agreements and Civil Service, as applicable; and/or 2) entered into a shared service agreement with another municipality or local government entity for the provision of staffing as may be needed?	[0.50] Yes
025	Best Practices	Personnel
	Has your municipality established by ordinance an anti-nepotism policy that, at minimum, prohibits hiring the immediate family members of elected officials, department heads, or supervisors?	[0.00] No
026	Core Competencies	Procurement
	Has your municipality reviewed with legal counsel and other appropriate officials (e.g. engineer; purchasing agent) the boilerplate language in its bid or RFP documents to ensure such language meets legal requirements under the Local Public Contracts Law and pay-to-play, along with other relevant statutes and caselaw?	[1.00] Yes

027	Core Competencies	Transparency	
Does your municipality maintain an up-to-date municipal website containing at minimum the following: past three years adopted budgets; the current year proposed budget (including the full adopted budget for the current year when approved by the governing body); most recent annual financial statement and audits; notification(s) for solicitation of bids and RFPs; and meeting dates, minutes and agendas for the governing body, planning board, board of adjustment and all commissions?			[1.00] Yes
028	Core Competencies	Transparency	
N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us. Has your municipality filed all current contracts with PERC? Only answer N/A if your municipality does not have any employee labor unions.			[1.00] Yes
029	Core Competencies	Cybersecurity	
Does your municipality perform off-network daily incremental backups with weekly full backups of all data?			[1.00] Yes
030	Unscored Survey	COVID-19 Response	
How has the COVID-19 crisis impacted your municipality's cash flow and/or anticipated surplus going into 2021? Please select one answer only.			[0.00] Significantly
031	Unscored Survey	COVID-19 Response	
Has your municipality had to make any reductions in expenditures due to COVID-19? If so, please include under Comments the departments or programs impacted by COVID-19 related spending reductions. If the answer is no, insert None under Comments.			[0.00] Yes Comment: 20% budget reduction for all departments.

032	Unscored Survey	COVID-19 Response
Has your municipality received any CARES Act funding from the State, your county government, or directly from the federal government? Please state under Comments the dollar amount of such funding, the source(s), and whether such funds have been partially or totally disbursed to the municipality; if none please insert \$0 under Comments.		[0.00] Yes Comment: \$286,353 allocated for Bernards Township through the NJ Local Government Emergency Fund (CRF). No funds have been disbursed to date.
033	Unscored Survey	COVID-19 Response
Please select the one most critical area in which your municipality currently requires technical non-monetary assistance.		[0.00] Public Health
034	Unscored Survey	COVID-19 Response
In reviewing your municipality's operations during the COVID-19 pandemic, what is the department, division, office or other area of municipal operations that has been most strained by the pandemic?		[0.00] Health and Human Services
035	Unscored Survey	COVID-19 Response
Provide one procedure or process that your municipality developed in response to the pandemic that it intends to keep after the COVID-19 emergency concludes.		Comment: Remote working capabilities and protective screening/plexiglass in public buildings and offices.

036	Unscored Survey	COVID-19 Response
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Is your municipality providing grants to small businesses impacted by COVID-19? If so, please provide under Comments the total number of businesses approved for grants thusfar, the total amount in grants approved, and a link to the grant program guidelines. If your municipality is not providing grants, please insert N/A under Comments.

[0.00] No
Comment: N/A

037	Unscored Survey	Alcoholic Beverage Licensing
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Have any liquor licenses for Type 33 plenary retail consumption licenses (e.g. bars) been sold in your municipality by private sale during 2019 and 2020? If yes, please state the date of sale along with sale price for each license under Comments. If no, please insert the number zero under Comments.

[0.00] No
Comment: 0

038(a)	Unscored Survey	Shared Services
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Is your municipality currently in negotiations with another local government or board of education to either provide or receive one or more of the following shared services? If the fact that negotiations are taking place has not yet been made public, this question may be answered No. (a) Police

[0.00] No

038(b)	Unscored Survey	Shared Services
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Is your municipality currently in negotiations with another local government or board of education to either provide or receive one or more of the following shared services? If the fact that negotiations are taking place has not yet been made public, this question may be answered No. (b) Fire

[0.00] No

038(c)	Unscored Survey	Shared Services
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Is your municipality currently in negotiations with another local government or board of education to either provide or receive one or more of the following shared services? If the fact that negotiations are taking place has not yet been made public, this question may be answered No. (c) Dispatch

[0.00] No

038(d)	Unscored Survey	Shared Services
Is your municipality currently in negotiations with another local government or board of education to either provide or receive one or more of the following shared services? If the fact that negotiations are taking place has not yet been made public, this question may be answered No. (d) Public Works		[0.00] No
038(e)	Unscored Survey	Shared Services
Is your municipality currently in negotiations with another local government or board of education to either provide or receive one or more of the following shared services? If the fact that negotiations are taking place has not yet been made public, this question may be answered No. (e) Health Department / Board of Health		[0.00] No
038(f)	Unscored Survey	Shared Services
Is your municipality currently in negotiations with another local government or board of education to either provide or receive one or more of the following shared services? If the fact that negotiations are taking place has not yet been made public, this question may be answered No. (f) Construction Code Enforcement		[0.00] No
039	Unscored Survey	Shared Services
Does your municipality handle the entirety of its public safety and emergency dispatching with its own employees? If Yes, please indicate in the Comments what, if anything, has been done to explore a more regional approach to dispatch along with any barriers. If the answer is No, please list under Comments the other local government entities and/or private entity and the dispatching services each provides for the municipality.		[0.00] No Comment: Somerset County

040(a)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (a) Chief Financial Officer		[0.00] No Comment: N/A
040(b)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (b) Tax Collector		[0.00] No Comment: N/A
040(c)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (c) Tax Assessor		[0.00] No Comment: N/A

040(d)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (d) Municipal Clerk		[0.00] No Comment: N/A
040(e)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (e) Municipal Treasurer		[0.00] No Comment: N/A
040(f)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (f) Qualified Purchasing Agent		[0.00] No Comment: N/A

040(g)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (g) Certified Public Works Manager		[0.00] No Comment: N/A

040(h)	Unscored Survey	Shared Services
Does your municipality currently provide a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, Please answer yes if the following position is being provided pursuant to a shared services agreement and indicate under Comments list each municipality where this position is being provided. If the following position is not being provided, select No and insert N/A into Comments. (h) Public Works Superintendent		[0.00] No Comment: N/A

041	Unscored Survey	Shared Services
If the answer to any subpart in Question 40 is yes, did one or more of the identified shared service agreements result in the dismissal of a tenured official? If yes, please insert under Comments the position or positions where an agreement resulted in the dismissal of a tenured official. If no or N/A, please also insert No or N/A under Comments. See LFN 2018-3R for more information on this provision of the Common Sense Shared Service Act.		[0.00] N/A Comment: N/A

042	Unscored Survey	Environment	
	How much did your municipality spend on operational costs associated with managing and treating stormwater runoff in the prior fiscal year, and how much did your municipality appropriate toward same for the current fiscal year? Examples of such costs include street cleaning, conveyance system clean-out, routine maintenance of storm drains and outfall pipes, and stormwater runoff-related educational programs. For projects with definite but ancillary stormwater runoff benefits, describe those benefits under Comments. Also list under Comments the FCOA codes your municipality is using to classify these stormwater-related prior year expenditures and current year appropriations.		Comment: Expenditures are split between the Township's Engineering Department; 20-165, and Public Works Department; 26-290.
043	Unscored Survey	Environment	
	Please list which projects in your municipality's most recent adopted capital budget, if any, are associated with stormwater management. State "None" if no project fits this criteria or "N/A" if your municipality has not adopted a capital budget in the most recent fiscal year.		Comment: \$5,000 annually for non-specific projects.
044	Unscored Survey	Environment	
	Is your municipality considering establishing a stormwater utility, authorizing a sewerage authority or MUA to establish a separate stormwater operation, or joining a regional stormwater utility? If the answer to the above is "Yes", please explain under Comments where your municipality is in the process. If the answer to the above is "No", please explain under Comments the reason(s) why your municipality is not currently pursuing the creation of a stormwater utility.		[0.00] No Comment: Stormwater management is funded by the Municipal Budget and managed by Township staff.
045	Unscored Survey	Environment	
	What type of residential recycling program does your municipality have? Select only one.		[0.00] Dual-stream (source-separated)
046	Unscored Survey	Environment	
	Has your residential recycling program changed from single-stream to dual-stream in the past two years?		[0.00] No

047	Unscored Survey	Environment	
If your residential recycling program is single-stream, is your municipality considering a conversion to dual-stream recycling?			[0.00] N/A
048	Unscored Survey	Environment	
Is recycling in your municipality picked up utilizing a truck with an automated single-arm?			[0.00] Yes
049	Unscored Survey	Opportunity Zones	
Is your municipality aware of any real estate development projects or businesses that will be using the Opportunity Zone tax incentive or receiving an Opportunity Fund investment? Only answer N/A if your municipality is not located within an Opportunity Zone.			[0.00] N/A
050	Unscored Survey	Opportunity Zones	
If your municipality knows of any projects that are using or will be using the Opportunity Zone tax incentive, please include the name of each project, the full address, a short description that includes the primary developer (if applicable), estimated value of the development (i.e. total permitted value), and the project's status (if known) on the Excel form provided on DLGS's Best Practices webpage. Upload the Excel form using the "Attach File" button toward the bottom of your screen. If you have uploaded the Excel form, type "File Uploaded" in the Comment Box. If you have not uploaded the Excel Form, type NA in the Comment Box.			Comment: N/A
051	Unscored Survey	Planning & Econ. Devt.	
Does your municipality have a minimum lot size requirement of one acre or more for new residential development?			[0.00] No

052	Unscored Survey	Planning & Econ. Devt.
Does your municipality place annual limits on the total allowable number of permits or dwellings for new single family construction?		[0.00] No
053	Unscored Survey	Planning & Econ. Devt.
Does your municipality place annual limits on the total allowable number of permits or dwellings for new multi-family construction?		[0.00] No
054	Unscored Survey	Planning & Econ. Devt.
Does your municipality have an urban growth or containment ordinance or policy in place?		[0.00] Yes
055	Unscored Survey	Planning & Econ. Devt.
Does your municipality currently have a development moratorium or a set of regulations that effectively create a development moratorium?		[0.00] No
056	Unscored Survey	Planning & Econ. Devt.
Does your municipality currently have a ban on mobile homes?		[0.00] No
057	Unscored Survey	Planning & Econ. Devt.
Does your municipality have any restrictions on the pace of residential development (i.e. number of units that can be added each year)?		[0.00] No

058	Unscored Survey	Planning & Econ. Devt.
Inclusionary zoning ordinances require developments to provide a percentage of the residential units constructed/developed/created be set-aside and available to low- and moderate-income households. Does your municipality have an inclusionary zoning ordinance in place?		[0.00] Yes
059	Unscored Survey	Planning & Econ. Devt.
Density bonuses encourage the production of affordable housing by allowing developers to build more units than would ordinarily be allowed on a site by the underlying zoning code, in exchange for a commitment to include a certain number of below-market units in the development. Do you offer a density bonus for affordable housing development?		[0.00] No
060	Unscored Survey	Planning & Econ. Devt.
Please describe the general attitude of your residents toward additional affordable housing development? (Select only one answer)		[0.00] Don't Know



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0336

Appointment to Membership in Township of Bernards Volunteer
Liberty Corner Fire Company
Kyle Hart, Junior Member

WHEREAS, pursuant to §2-14.1 and §2-16 .1 of the Revised General Ordinances of the Township of Bernards, the Bernards Township Fire Department shall consist of the Basking Ridge Fire Company #1 and the Liberty Corner Fire Company; and the Bernards Township First Aid and Emergency Department shall consist of the First Aid Squad of the Basking Ridge Fire Company No. #1 and the Liberty Corner First Aid Squad; and

WHEREAS, the Liberty Corner Fire Company is recommending Kyle Hart, residing at 154 S. Maple Avenue, for appointment as a Junior Member.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that the above individual is hereby appointed as a Junior Member of the Liberty Corner Fire Company effective this date.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

EXPLANATORY STATEMENT

Application has been made by the applicant to the above referenced organization who has vetted said person and recommends appointment. In addition, a police background check has been performed.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0337

Appointment to Membership in Township of Bernards Volunteer
Liberty Corner First Aid Squad
Mary Jane Walsh, Honorary Member

WHEREAS, pursuant to §2-14.1 and §2-16 .1 of the Revised General Ordinances of the Township of Bernards, the Bernards Township Fire Department shall consist of the Basking Ridge Fire Company #1 and the Liberty Corner Fire Company; and the Bernards Township First Aid and Emergency Department shall consist of the First Aid Squad of the Basking Ridge Fire Company No. #1 and the Liberty Corner First Aid Squad; and

WHEREAS, the Liberty Corner First Aid Squad is recommending Mary Jane Walsh, residing at 125 Jamestown Road, for appointment as a Honorary Member.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that the above individual is hereby appointed as an Honorary Member of the Liberty Corner First Aid Squad effective this date.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

EXPLANATORY STATEMENT

Application has been made by the applicant to the above referenced organization who has vetted said person and recommends appointment. In addition, a police background check has been performed.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0343

Appointment to Membership in Township of Bernards Volunteer
Liberty Corner First Aid Squad
Zachariya Trichas, Full Member

WHEREAS, pursuant to §2-14.1 and §2-16 .1 of the Revised General Ordinances of the Township of Bernards, the Bernards Township Fire Department shall consist of the Basking Ridge Fire Company #1 and the Liberty Corner Fire Company; and the Bernards Township First Aid and Emergency Department shall consist of the First Aid Squad of the Basking Ridge Fire Company No. #1 and the Liberty Corner First Aid Squad; and

WHEREAS, the Liberty Corner First Aid Squad is recommending Zachariya Trichas, residing at 6 Carnegie Street, for appointment as a Full Member.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that the above individual is hereby appointed as a Full Member of the Liberty Corner First Aid Squad effective this date.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

EXPLANATORY STATEMENT

Application has been made by the applicant to the above referenced organization who has vetted said person and recommends appointment. In addition, a police background check has been performed.

Rhonda Pisano, Municipal Clerk



Ordinance of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

ORDINANCE #2454

An Ordinance Amending the Revised General Ordinances of the Township of Bernards,
Chapter 7 “Traffic”, Schedule I “No Parking”
to Prohibit Parking on the North Side of Watchung Drive in Specified Locations

WHEREAS, in order to promote the betterment of public safety there is a need to restrict parking along Watchung Drive,

NOW, THEREFORE, be it ordained by the Township Committee of the Township of Bernards, in the County of Somerset and State of New Jersey as follows:

1. Schedule I of Chapter 7, “Traffic” of the Revised General Ordinances of the Township of Bernards is amended by the addition of the following:

Name of Street	Sides	Location
Watchung Drive	North	75 feet northwest and 100 feet southeast of the pedestrian crosswalk at the intersection with Patriot Hill Drive.
Watchung Drive	North	50 feet northwest and 50 feet southeast of the pedestrian crosswalk at the intersection with Richmond Drive.

2. Regulatory signs shall be erected and maintained to affect the above restrictions.

EXPLANATORY STATEMENT

Observations conducted by the Bernards Township Engineering Department has concluded that vehicles parked along Watchung Drive in the specified areas inhibited the sight distance for oncoming traffic to adequately see pedestrians crossing Watchung Drive using the crosswalks. Prohibiting vehicles from parking in the specified areas will improve sight distance for the safe passing of pedestrians across the provided crosswalks and for vehicle traffic driving on Watchung Drive.

Date: September 28, 2020

Thomas Timko, P.E., C.M.E., Township Engineer

TOWNSHIP OF BERNARDS PUBLIC NOTICE

Ordinance #2454 was introduced and passed on first reading by the Township Committee of the Township of Bernards in the County of Somerset on 10/13/2020 and then ordered to be published according to law. It will be further considered for final passage and adoption at a public hearing on 10/27/2020 to be held at a meeting of the Township Committee at the Municipal Building, 1 Collyer Lane, Basking Ridge, NJ, at 8 P.M., when and where, or at such time and place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance. A complete text of this ordinance is available in the

Office of the Municipal Clerk, 1 Collyer Lane, Basking Ridge, NJ, from 8:30 A.M. to 4:30 P.M., Monday through Friday. Copies are also available on the township website bulletin board www.bernards.org.

By Order of the Township Committee
Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0351

Adopting an Information Technology Practice Policy
and Cyber Incident Response Plan

WHEREAS, the purpose of creating Information Technology Practice Policy and Cyber Incident Response Plan is to formally establish the objectives and practices for sound data systems procedures for the Township, and to clearly establish standard procedures in the event of a malicious cyber incident; and

WHEREAS, the Township is a member of the Suburban Municipal Joint Insurance Fund (Suburban JIF) and the Municipal Excess Liability Joint Insurance Fund (MEL) who provide cyber insurance coverage for the Township; and

WHEREAS, the Suburban Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance fund recommend such policy and response plan be formally adopted by the Township; and

WHEREAS, compliance with the practices established in these policies will enable the Township to claim reimbursement of a paid insurance deductible in the event the member files a claim against the Township's cyber insurance policy, administered through the Suburban Municipal Joint Insurance fund and the Municipal Excess Liability Joint Insurance Fund; and

WHEREAS, the State of New Jersey considers it a "Best Practice" to have a formal cyber incident response plan.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that there be and is hereby adopted an Information Technology Practice Policy and a Cyber Incident Response Plan for the Township of Bernards, subject to future revisions, a copy of both which are attached hereto and made a part hereof by reference.

Agenda and Date Voted: 10/27/20

EXPLANATORY STATEMENT

This resolution is a standard operating procedure for handling a cyber security incident. These step by step instructions are necessary for contacting the Municipal Excess Liability Joint Insurance Fund and providing the township assistance via the breach council and forensics and recovery professionals.

Date: October 19, 2020

Christopher Kyriacou, IT Director

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Plsano, Municipal Clerk

Bernards Township

Computer Security Incident Response Plan

Introduction

Purpose

This document describes the overall plan for responding to information security incidents at Bernards Township. It defines the roles and responsibilities of participants, characterization of incidents, relationships to other policies and procedures, and reporting requirements. The goal of the Computer Security Incident Response Plan is to detect and react to computer security incidents, determine their scope and risk, respond appropriately to the incident, communicate the results and risk to all stakeholders, and reduce the likelihood of the incident from reoccurring.

Scope

This plan applies to the Information Systems, Township Data, and networks of Bernards Township and any person or device who gains access to these systems or data.

Maintenance

The Township's IT Department (IT Department) is responsible for the maintenance and revision of this document.

Authority

The IT Department is charged with executing this plan by virtue of its original charter and various policies such as the Computing Policy, Information Security Policy, and HIPAA Policy.

Relationship to other Policies

This plan incorporates the risk profiles for Township Data as outlined in the Guidelines for Data Classification.

Relationship to Other Groups at Bernards Township

The IT Department acts on behalf of the Township community and will ask for cooperation and assistance from community members as required. The IT Department also works closely with Township administrative groups such as the Township Administrator, Human Resources, and the Township Attorney in investigations and e---discovery matters, and at their behest may assist Law Enforcement.

Definitions

What is a Cybersecurity Incident?

For cyber insurance purposes, a security incident is an event that is a: cyber security breach, or cyber extortion threat, or data breach.

What is a Cyber Security Breach: Any unauthorized: access to, use or misuse of, modification to the network, and/or denial of network resources by attacks perpetuated through malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

What is a Cyber-Extortion Threat: A threat against a network to:

1. disrupt operations;
2. alter, damage, or destroy data stored on the network;
3. use the network to generate and transmit malware to third parties;
4. deface the member's website; and
5. access personally identifiable information, protected health information or confidential business information stored on the network; made by a person or group, whether acting alone or in collusion with others, demanding payment or a series of payments in consideration for the elimination, mitigation or removal of the threat.

What is a Data Breach: The actual or reasonably suspected theft, loss or unauthorized acquisition of data that has or may compromise the security, confidentiality and/or integrity of personally identifiable information, protected health information, or confidential business information.

A security incident could include appearance of a ransomware attack screen, the mouse or computer screen acting on its own, an unauthorized user accessing a computer, not being able to access routine services, device theft, or finding a damaged or non-operating computer.

Other security incidents that would be noticed by system administrators include:

- Attempts from unauthorized sources to access systems or data
- Unplanned disruption to a service or denial of a service
- Unauthorized processing or storage of data
- Unauthorized changes to system hardware, access rights, firmware, or software
- Presence of a malicious application, such as ransomware or a virus
- Presence of unexpected/unusual programs
- A denial of service condition against data, network or computer

Personally Identifiable Information (PII)

For the purpose of meeting security breach notification requirements, PII is defined as a person's first name or first initial and last name in combination with one or more of the following data elements:

- Social security number
- State---issued driver's license number
- State---issued identification card number
- Financial account number in combination with a security code, access code or password that would permit access to the account
- Medical and/or health insurance information

Protected Health Information (PHI)

PHI is defined as "individually identifiable health information" transmitted by electronic media, maintained in electronic media or transmitted or maintained in any other form or medium by a Covered Component, as defined in Bernards Township's HIPAA Policy. PHI is considered individually identifiable if it contains one or more of the following identifiers:

- Name
- Address (all geographic subdivisions smaller than state including street address, city, county, precinct or zip code)
- All elements of dates (except year) related to an individual including birth date, admissions date, discharge date, date of death and exact age if over 89)
- Telephone numbers
- Fax numbers
- Electronic mail addresses
- Social security numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate/license numbers
- Vehicle identifiers and serial numbers, including license plate number
- Device identifiers and serial numbers
- Universal Resource Locators (URLs)

- Internet protocol (IP) addresses
- Biometric identifiers, including finger and voice prints
- Full face photographic images and any comparable images
- Any other unique identifying number, characteristic or code that could identify an individual

Bernards Township Security Response Plan for Cybersecurity Incidents

1. The user aware of a possible security incident should identify the affected device(s) (individual machines or network equipment) and:
 - a. Immediately contact the Bernards Township IT Department to report the event and follow their instructions. It is now the responsibility of Bernards Township IT Department to notify management of the incident and to execute the security incident response plan.
 - b. Continue with Step 2 if tech support is not immediately available.
2. Isolate the affected devices from the network or internet by removing the network cable from the device. If operating via wireless, turn off the wireless connection. Turn the equipment off if tech support is not immediately available or isolation is not possible. If the machine will not let you do that, unplug the power supply.
3. The user reports the incident to management.
 - a. If technology support has not been contacted management by this time, management must communicate with support, advise them of the situation, and engage them in the matter.
4. Management or tech support assesses if the incident is a cyber security breach, cyber extortion threat, or data breach (see definitions at the end of this document). If it is, or if there is any question that the incident may or may not be one, management contacts their JIF Claims Administrator to advise them of the incident and management (or tech support) will call the XL Catlin Data Breach Hotline (855-566-4724). If not answered, leave a message naming the member's contact person. Do not delay in calling the Hotline. When they respond, follow their instructions. They will refer the matter to a "breach advisor/counsel" (an attorney experienced in cybersecurity incidents) who will coordinate the response. The Breach Counsel will reach out to the named contact person. Provide Breach Counsel with all information about the incident and work with them to determine the next steps. Engage technology support as much as practical.
5. Advise the member's risk manager, JIF Executive Director, member legal counsel, mayor, township committee, and township administrator of the event and actions taken.
6. Follow advice from Breach Counsel and your technology personnel until the issue is resolved.
7. Document all actions as they are taken.

Roles and Responsibilities

The Incident Response Process incorporates the Information Security Roles and Responsibilities definitions and extends or adds the following Roles.

Incident Response Coordinator

The Incident Response Coordinator is the IT Department employee who is responsible for assembling all the data pertinent to an incident, communicating with appropriate parties, ensuring that the information is complete, and reporting on incident status both during and after the investigation.

Incident Response Handlers

Incident Response Handlers are employees of the IT Department, other Bernards Township staff, or outside contractors who gather, preserve and analyze evidence so that an incident can be brought to a conclusion.

Insider Threats

Insiders are current or former employees, contractors, or business partners who have access to an organization's restricted data and may use their access to threaten the confidentiality, integrity or availability of an organization's information or systems. This particular threat is defined because it requires special organizational and technical amendments to the Incident Response Plan as detailed below.

Law Enforcement

Law Enforcement includes the Bernards Township Police, federal and state law enforcement agencies, and

U.S. government agencies that present warrants or subpoenas for the disclosure of information. Interactions with these groups will be coordinated with the Township Attorney.

Township Attorney

The Township Attorney is the liaison between the IT Department and outside Law Enforcement, and will provide counsel on the extent and form of all disclosures to law enforcement and the public.

Officers

Officers are the staff designates for various regulatory frameworks to which the Township is required to comply.

Users

Users are members of the Bernards Township community or anyone accessing an Information System, Township Data or Bernards Township networks who may be affected by an incident.

Methodology

This plan outlines the most general tasks for Incident Response and will be supplemented by specific internal guidelines and procedures that describe the use of security tools and/or channels of communication. These internal guidelines and procedures are subject to amendment as technology changes. It is assumed that these guidelines will be documented in detail and kept up-to-date.

Constituencies

The IT Department represents the entire Township's Information System(s) and Township Data, supporting the Users. Some departments may maintain their own IT staffs. To the extent possible, the IT Department will attempt to coordinate its efforts with these other groups and to represent the Township's security posture and activities. Since the IT Department is primarily concerned with preventing the disclosure of PII and ePHI, its responses to incidents and threats will be conditioned by the role of the Users with regard to PII and ePHI .

Evidence Preservation

The goal of Incident Response is to reduce and contain the scope of an incident and ensure that IT assets are returned to service as quickly as possible. Rapid response is balanced by the requirement to collect and preserve evidence in a manner consistent with the requirements of rules 26-34 of the Federal Rules of Civil Discovery, and to abide by legal and Administrative requirements for documentation and chain of custody. IT Department will maintain and disseminate procedures to clarify specific activities in the IT Department and in Bernards Township departments with regard to evidence preservation, and will adjust those procedures as technologies change.

Operational-Level Agreements, Governance

Computing groups have operational-level agreements with the customers they serve. Interruption of service is a hardship and the IT Department will cooperate with these groups to ensure that downtime is minimized. However, the IT Department's management supports the priority of investigation activities where there is significant risk, and this may result in temporary outages or interruptions.

Staffing for an Incident Response Capability, Resiliency

The IT Department will endeavor to maintain sufficient staffing and third-party augmentation to investigate each incident to completion and communicate its status to other parties while it monitors the tools that detect new events. Insufficient staffing will impact rapid response capability and resiliency, as will degradation of the tools used for detection, monitoring, and response.

Training

The continuous improvement of incident handling processes implies that those processes are periodically reviewed, tested and translated into recommendations for enhancements. Bernards Township staff inside and outside of the IT Department will be periodically trained on procedures for reporting and handling incidents to ensure that there is a consistent and appropriate response to incidents, and that post-incident findings are incorporated into procedural enhancements.

Incident Response Phases

The basic incident process encompasses six phases: preparation, detection, containment, investigation, remediation and recovery. The dynamic relationship between those phases is highlighted in Figure 1. The IT Department's overall incident response process includes detection, containment, investigation, remediation and recovery, documented in specific procedures it maintains. This plan is the primary guide to the preparation phase from a governance perspective; local guidelines and procedures will allow the IT Department to be ready to respond to any incident. Recovery includes re-evaluating whether the preparation or specific procedures used in each phase are appropriate and modifying them if inappropriate.

The Incident Response Lifecycle

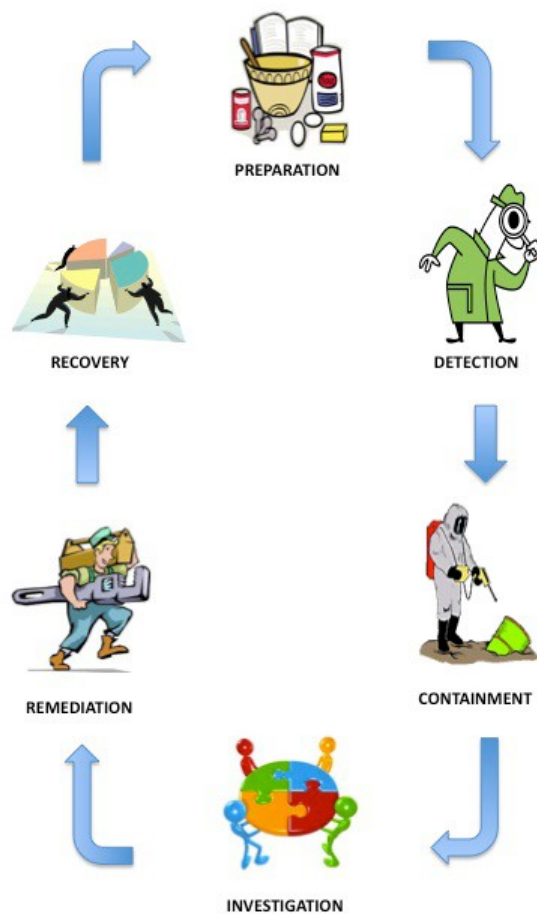


Figure 1

Preparation

Preparation includes those activities that enable the IT Department to respond to an incident: policies, tools, procedures, effective governance and communication plans. Preparation also implies that the affected groups have instituted the controls necessary to recover and continue operations after an incident is discovered. Post-mortem analyses from prior incidents should form the basis for continuous improvement of this stage.

Detection

Detection is the discovery of the event with security tools or notification by an inside or outside party about a suspected incident. This phase includes the declaration and initial classification of the incident.

Containment

Containment is the triage phase where the affected host or system is identified, isolated or otherwise mitigated, and when affected parties are notified and investigative status established. This phase includes sub-procedures for seizure and evidence handling, escalation, and communication.

Investigation

Investigation is the phase where IT Department personnel determine the priority, scope, and root cause of the incident.

Remediation

Remediation is the post-incident repair of affected systems, communication and instruction to affected parties, and analysis that confirms the threat has been contained. The determination of whether there are regulatory requirements for reporting the incident (and to which outside parties) will be made at this stage in cooperation with those necessary. Apart from any formal reports, the post-mortem will be completed at this stage as it may impact the remediation and interpretation of the incident.

Recovery

Recovery is the analysis of the incident for its procedural and policy implications, the gathering of metrics, and the incorporation of “lessons learned” into future response activities and training.

Specific procedures related to this Incident response plan are documented at the IT Department’s Policies and Procedures internal site.

Guidelines for the Incident Response Process

In the process of responding to an incident, many questions arise and problems are encountered, any of which may be different for each incident. This section provides guidelines for addressing common issues. The Incident Response Coordinator, Director of Information Technology and/or the Township Attorney and Township Administrator should be consulted for questions and incident types not covered by these guidelines.

Insider Threats

In the case that a particular Incident Response Handler is a person of interest in an incident, the Incident Response Coordinator will assign other Incident Response Handlers to the incident.

In the case that the Incident Response Coordinator is a person of interest in an incident, the Director of Information Technology will act in their stead or appoint a designee to act on their behalf.

In the case that the Director of Information Technology is a person of interest in an incident, the Township Administrator will act in their stead or appoint a designee to act on their behalf.

In the case that another Bernards Township administrative authority is a person of interest in an incident, the IT Department will work with the remaining administrative authorities in the IT Department's reporting line to designate a particular point of contact or protocol for communications.

Interactions with Law Enforcement

All communications with external law enforcement authorities are made after consulting with the Township Attorney. The IT Department works with Bernards Township Police, where authorized by the Township Attorney, to determine their information requirements and shares the minimum necessary information as required for incident response.

Communications Plan

All public communications about an incident or incident response to external parties outside of Bernards Township are made in consultation with the Township Administrator and Township Attorney. Private communications with other affected or interested parties contain the minimum information necessary. The minimum information necessary to share for a particular incident is determined by the Incident Response Coordinator and the Director of Information Technology in consultation with the Township Administrator, Township Attorney, or other township administrative authorities.

Documentation, Tracking and Reporting

All incident response activities will be documented to include artifacts obtained using methods consistent with chain of custody and confidentiality requirements. Incidents will be prioritized and ranked according to their potential to disclose restricted data. As an investigation progresses, that ranking may change, resulting in a greater or lesser prioritization of IT Department resources.

Incidents will be reviewed post-mortem to assess whether the investigational process was successful and effective. Subsequent adjustments may be made to methods and procedures used by the IT Department and by other participants to improve the incident response process.

Artifacts obtained during the course of an investigation may be deleted after the conclusion of the investigation and post-mortem analysis unless otherwise directed by Township Attorney.

Escalation

At any time during the incident response process, the Incident Response Coordinator and the Director of Information Technology may be called upon to escalate any issue regarding the process or incident.

The Incident Response Coordinator and Director of Information Technology in consultation with Township Attorney and/or Township Administrator will determine if and when an incident should be escalated to external authorities.

Further Information

Further information on the Computer Security Incident Response Plan and associated procedures can be obtained from the Director of Information Technology via the IT Department--- ITDirector@bernards.org or 908-766-2510.

Bernards Township Information Technology Practice Policy

October 2020

Purpose: To establish as policy certain information technology practices. Further, compliance with various practices will enable Bernards Township to claim a reimbursement of a paid insurance deductible in the event the member files a claim against Bernards Township's cyber insurance policy, administered through the Suburban Municipal Joint Insurance Fund (Suburban JIF) and the Municipal Excess Liability Joint Insurance Fund (MEL).

A. Technical Operations

1. **System and data back-up practices:** Bernards Township will implement backup practices that meet the following as a minimum standard, or will implement recommendations of a qualified information technology advisor who, after consideration of Bernards Township's information technology needs, recommends an alternative, which shall be fully documented.
 - a) Daily incremental backups or the use of standardized system images or virtualized desktops, with at least 14 days of versioning on off-network device for data files
 - b) Weekly off-network full backups of all devices:
 - a. Use of non-versioned, synchronized cloud-based drives are not acceptable as backup solutions. Cloud-based drives used for backup must have a minimum of 14 days of versioned files
 - b. A full backup of non-networked/standalone desk and laptop computers must include all storage drives
 - c) All backups are spot-checked monthly
 - d) Consult with third party application providers and vendors to ensure their data files are part of a backup practice
2. **Security and system patching:** all operating and application software shall be updated on a timely basis with latest versions as released, particularly as related to security updates. Outdated or non-supported operating systems and software shall not be used unless there is no practical alternative available, in which case, appropriate steps shall be taken to mitigate potential security threats. IT employees shall coordinate patching with applications maintained or managed by third parties to ensure upgrades will not disable their applications. When upgrades cannot be applied, appropriate action shall be taken to prevent the system or application from security exploitation.
3. **Defensive software** shall be installed and operative on all computing devices as follows:
 - a. For all desktops and laptops devices: antivirus and anti-malware
 - b. Mail server: anti-spam and anti-virus filters
 - c. For network servers that connect to the internet: an active firewall on all open ports, unused ports closed; and anti-virus, anti-malware software running
 - d. All Microsoft Office applications are set to all downloaded files in "Protected Mode"
4. **Server security:** all servers are protected from unauthorized access by means of a secured cage, locked cabinet (with sufficient airflow) or other physically secure means to ensure that only authorized users have access to it.

5. **Access privilege controls and policies** are in place and maintained to ensure that: 1) users with administrator rights are limited to those that need them; 2) that other users only have access to those services they need for day-to-day activities; 3) that access is removed when it is no longer needed or when an employee separates from service; and 4) access rights are periodically reviewed to ensure compliance

Human resources shall work with the information technology director to ensure that system access needed by new employees is provided on a timely basis, and that notice of termination of employees is provided and acted upon by the information technology department prior to notice provided to the employee.

6. **Security Incident response:** Appropriately trained staff or contractors are available to support Bernards Township's technology department and to timely respond to security incidents.

B. Employee-based Cyber Security Practices

1. All computer users shall receive annual training of at least one hour, each year in email and website malware identification, password construction, identifying security incidents, and social engineering attacks.
2. Employees are required to use unique passwords or passphrases made up of at least 8 characters, changed periodically, but at least annually. Passwords/phrases shall be at least 8 alpha-numeric characters, with incidental upper- and lower-case letters and symbols.
3. Files that contain protected data shall be password protection or be encrypted when the files are stored or transferred to others, regardless of the storage medium or means of transfer. Examples of protected data includes social security numbers, birthdates, driver's license number, health insurance numbers, etc. Practices shall include ensuring that more than one employee is aware of the password or passphrase used to encrypt these files.

C. Technology Management Practices

1. The township administrator and Information Technology Director shall ensure that technology policy decisions (i.e., risk assessment, planning, and budgeting) are made with input from staff or advisors that possess appropriate technological expertise. This can be any combination of officials, employees, contractors/consultants, or citizen volunteers as they determine necessary.
2. The township administrator and Information Technology Director shall approve and implement a cybersecurity incident response plan to direct staff and guide IT management decision making when a cybersecurity incident takes place.



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0342

Authorizing a Shared Services Agreement with the
Borough of Bernardsville and the Township of Bernards
for the Oversight and Operation of the Bernardsville Fire Prevention Bureau

WHEREAS, the Borough of Bernardsville (“Bernardsville”) and the Township of Bernards (“Bernards”) have reviewed their needs, resources and personnel and have found that they can assist each other by Bernards operating the Bernardsville Fire Prevention Bureau with greater efficiency than the Borough operating the office with multiple part-time staff; and

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et seq., any Fire Prevention Bureau of the State of New Jersey may contract with any other municipality for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, in a Shared Fire Prevention Bureau, each Bureau retains its own identity; and

WHEREAS, the Shared Fire Prevention Bureau shall be operated as two separate bureaus, pursuant to which Bernards is the host Fire Prevention Bureau and provides the services described in this Agreement to Bernardsville; and

WHEREAS, the Shared Services Agreement, in the form attached hereto and made a part hereof, was negotiated and agreed to by, Bernardsville and Bernards which establishes a shared Fire Prevention Bureau and provides for the sharing of bureau facilities and bureau staff including the Fire Official and Fire Inspectors; and

WHEREAS, Bernardsville and Bernards have negotiated a Shared Services Agreement, which is attached hereto and made a part hereof; and

WHEREAS, the Shared Services Agreement has been reviewed by the Township Attorney, along with representatives of the Township; and

WHEREAS, the Township Committee of the Township of Bernards finds it to be in the best interest of the Township and its residents to enter into this Shared Services Agreement with Bernardsville and Bernards for the establishment and operation of a shared Fire Prevention Bureau.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Bernards, in the County of Somerset, and State of New Jersey, as follows:

1. There shall be established a shared Fire Prevention Bureau servicing the Borough of Bernardsville and Township of Bernards subject to compliance with the terms and conditions of the approval of.

**SHARED SERVICES AGREEMENT FOR
MUNICIPAL FIRE PREVENTION BUREAU SERVCIES
BETWEEN THE TOWNSHIP OF BERNARDS AND THE BOROUGH OF BERNARDSVILLE
N.J.S.A. 52:27D-192 ET. SEQ.**

THIS AGREEMENT IS BETWEEN:

THE TOWNSHIP OF BERNARDS, a municipal corporation of the State of New Jersey, whose address is One Collyer Lane, Basking Ridge, New Jersey 07920, hereinafter referred to as "Bernards".

AND

THE BOROUGH OF BERNARDSVILLE, a municipal corporation of the State of New Jersey, whose address is 166 Mine Brook Road, Bernardsville, New Jersey 07924, hereinafter referred to as "Bernardsville",

AND

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:65-1, et ____, any municipality of the State of New Jersey may contract with any other municipality or municipalities for the shared provision within their several jurisdictions of any service that any party to the agreement is empowered to provide within its own jurisdiction; and

WHEREAS, pursuant to **N.J.S.A. 52:27D-192 ET. SEQ.**, Bernards adopted the appropriate resolution establishing a Fire Prevention Bureau, and providing for the sharing of bureau facilities and staff hereinafter referred to as a "Shared Municipal Fire Prevention"; and

WHEREAS, in a Shared Fire Prevention Bureau, each Bureau keeps its own identity; and

WHEREAS, the Shared Municipal Fire Prevention Bureau shall be operated as two separate fire prevention bureaus, where Bernards is the host and provides the services described in this Agreement to Bernardsville; and

WHEREAS, pursuant to **N.J.S.A. 52:27D-192 ET. SEQ.**, Bernardsville adopted the appropriate resolution agreeing to sharing of the Bernards fire prevention facilities and fire prevention staff; and

WHEREAS, pursuant to **N.J.S.A. 52:27D-192 ET. SEQ.**, Bernards adopted the appropriate resolution agreeing to sharing of the Bernards fire prevention staff; and

WHEREAS, Bernards and Bernardsville desire to enter into a Shared Services Agreement to establish all obligations in connection with the use of shared fire prevention staff and provide for the performance of all Bernardsville and Bernards fire prevention functions.

NOW THEREFORE, in consideration of the mutual covenants, agreements and considerations contained herein, Bernards and Bernardsville do hereby mutually agree as follows:

ARTICLE I — SCOPE OF SERVICES:

- A. Bernards agrees to provide those services necessary for the operation of a municipal fire prevention bureau including but not limited to a fire prevention staff, inspections, origin and cause fire investigations, public education, sharing of equipment, to serve as Bernardsville's and Bernards' Municipal Fire Prevention Bureau. Bernardsville shall provide Bernards with compensation for this shared service as provided in Article III below.
- B. Fire Official. Bernardsville and Bernards agree the current Bernards Township Fire Official shall act as Fire Official for Bernardsville. The Fire Official shall perform all duties of the office in strict accordance with the Fire Prevention Code and all applicable regulations including Fire Investigations prescribed by N.J.A.C. 5:71-3.3. Bernards Fire Inspector shall assist Bernards Fire official with fire investigations as needed and compensated by Bernardsville at the prescribed hourly rate in Appendix A.
- C. Other Fire prevention Employees. The Bernards Township Fire Official shall supervisor two current part-time fire inspectors and administrative assistant employed by the Bernardsville Fire Prevention Bureau.
- D. Bernardsville and Bernards records, revenues, fees, and fines collected pursuant to **N.J.S.A. 52:27D-192 ET. SEQ.**, shall be administered, reported, deposited and audited separately by each respective municipality.

ARTICLE II - TERM OF CONTRACT

- A. This Agreement shall commence on or about November 1, 2020 and remain in effect until December 31, 2020. This Agreement may be terminated at the end of a calendar year by any party by providing written notice of termination no later than September 1 of the calendar year in which the Shared Services Agreement will terminate. Billing retroactive to September 24, 2020 for time spent prior to the signing of this agreement shall be permissible.

ARTICLE III - PAYMENT BY BERNARDSVILLE TO BERNARDS

- A. Bernardsville shall compensate Bernards for the contract period 9/24/2020 through 12/31/2020 for a total sum of \$15,888.00 as outlined in appendix A to this agreement.

This sum shall cover all services as outlined above in this agreement.

Bernardsville shall provide their Fire prevention vehicle for use by the Bernards Fire Official for normal use and to take home to respond to after hour callouts for both municipalities.

ARTICLE IV - REVENUE

- A. Each respective fire prevention bureau shall collect and process revenues, fines, etc. separately within the processes and procedures each municipality already uses.

ARTICLE V - RECORDS

- A. Each participating municipality's records shall be maintained separately from other municipality's records. All records are public or confidential as determined by State law, and access will only be given to authorized Fire prevention staff.

ARTICLE VI - BOOKS, AUDITS AND BUDGET

- A. The Fire Official shall keep separate records for each municipality. Each municipality to this Agreement shall adhere to audit requirements of the NJ State Division of Fire Safety of their own Municipal Fire prevention. Full records of the previous year's Fire prevention operations shall be made available to Bernards, and any shared Municipal Fire prevention staff as needed and appropriate.

ARTICLE VII - INSURANCE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

- A. Insurance coverage shall be obtained by Bernardsville that protects the Shared Municipal Fire prevention and its personnel from claims against them arising out of bodily injury, property damage, personal injury, or civil rights violations, and such other coverage as may be necessary, without regard to whether the claim is attributable to Bernardsville work or Bernards work. Bernardsville is a member of the Suburban Municipal Joint Insurance Fund and the Municipal Excess Joint Liability Insurance Fund, 9 Campus Drive, Parsippany, New Jersey, 07054 (the "MEL"). Bernardsville shall obtain and maintain insurance for the Shared Municipal Fire prevention in accordance with Bulletin MEL 14-13 dated February 17, 2014, as may reasonably be amended time-to-time, and as reasonably recommended by the Meeker, Sharkey & Hurley Agency.
- B. Bernards shall continue to provide liability insurance which protects Bernards employees subject to the cost sharing arrangement set forth herein.
- C. The parties to this Agreement recognize that the Shared Municipal Fire Prevention Bureau employees are each municipality's employees, excepting any appointees including the fire official. Bernardsville shall cover the cost of claims made by or against shared Municipal Fire prevention employees for Bernardsville work, including fire prevention costs and reasonable attorney's fees in defense of any and

D. Bernards shall name Bernardsville as additional insureds on its liability policies pertaining to the municipal fire prevention or any shared fire prevention personnel and shall cause all such fire prevention personnel to be covered by its liability policies and by its workers compensation policies. If Bernards is unable to arrange for such coverage it shall notify Bernardsville in writing of its inability in this regard. Bernards shall indemnify and hold Bernardsville harmless from all claims, including attorney's fees and costs, arising out of the performance of duties of any shared fire prevention personnel or Bernards fire prevention personnel pursuant to the terms of this agreement

The governing bodies of Bernardsville and Bernards are authorized to enter into this Agreement with each other pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. in accordance with the terms of that Act.

- A. Whenever, pursuant to the terms of this Agreement, written notice is required or permitted to be given by one party to the other party, such notice shall be deemed to have been sufficiently given if personally delivered to the appropriate Municipal Clerk or if mailed by way of certified or registered mail, return receipt requested, and addressed to the party to whom notice is to be given, as set forth below:

Bernards: Attention: Ms. Rhonda Pisano
 Clerk of Township of Bernards
 One Collyer Lane
 Basking Ridge, New Jersey 07920

Bernardsville: Attention: Mr. Anthony Suriano
Clerk of Borough of Bernardsville
166 Mine Brook Road
Bernardsville, NJ 07924

- B. In the event that any fire prevention of competent jurisdiction shall declare any section of this Agreement invalid for any reason, or if the laws of the State of New Jersey relied upon to enter this Agreement or amend it to forbid such Agreements, all other sections of the Agreement shall remain in full force and effect.
- C. This Agreement may be modified from time-to-time by mutual agreement and authorizing resolutions of the respective municipalities.
- D. This Agreement may not be assigned by any of the participating municipalities.

ARTICLE X - GRANTS

- A. Should the Shared Municipal Fire prevention be the direct beneficiary of any grants, the proceeds of said grants shall be applied to the municipality that applied for the grant and not shared.

ARTICLE XI - COMPLETE AGREEMENT

- A. This Agreement contains the complete understanding as to the operation of the Shared Municipal Fire prevention between Bernardsville and Bernards and no other promises or agreements shall be binding unless signed by the parties. In signing this Agreement, the parties are not relying on any fact, statement or assumption not set forth in this Agreement. By signing below, Bernardsville and Bernards each indicate that they have carefully read and understand the terms of this Agreement, enter into this Agreement knowingly, voluntarily and of their own free will, understand its terms and significance and intend to abide by its provisions without exception.

IN WITNESS WHEREOF, the Borough of Bernardsville, and the Township of Bernards have caused this Shared Services Agreement to be executed by their duly authorized representatives as of the day and year first written above.

Dated: _____, 2020

Attest:

BOROUGH OF BERNARDSVILLE

Anthony Suriano, Clerk
Dated: _____, 2020

Mary Jane Canose, Mayor

Attest:

TOWNSHIP OF BERNARDS

Rhonda Pisano, Clerk
Dated: _____, 2020

James Baldassare, Jr., Mayor



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0332

Approval of the Bill List Dated 10/27/2020

BE IT RESOLVED, that the bill list dated 10/27/2020 be audited, and if found correct, be paid.

October 27, 2020
08:28 AM

TOWNSHIP OF BERNARDS
Check Register By Check Date

Page No: 1

Range of Checking Accts: CASH - CHECKING to CASH - CHECKING Range of Check Dates: 10/27/20 to 12/31/20
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CASH - CHECKING CURRENT CHECKING				
126566	10/27/20	90563 CARTOCCIO, KAITLIN	82.06	1539 Direct Deposit
126567	10/27/20	90653 SANT'ANGELO, KEVIN B	10.00	1539 Direct Deposit
126568	10/27/20	A0453 AMAZON.COM	1,531.43	1539 Direct Deposit
126569	10/27/20	B0668 BEARING DEPOT & SUPPLY INC	30.00	1539 Direct Deposit
126570	10/27/20	B0758 BCI TRUCK, INC	139.07	1539 Direct Deposit
126571	10/27/20	C0083 CDW GOVERNMENT, INC.	387.03	1539 Direct Deposit
126572	10/27/20	D0268 DISPLAY SALES	1,250.00	1539 Direct Deposit
126573	10/27/20	D0339 DEER CARCASS REMOVAL SVC, LLC	2,096.01	1539 Direct Deposit
126574	10/27/20	H0312 HEFFERNAN, ROBERT F	5,706.25	1539 Direct Deposit
126575	10/27/20	M0692 MUSCO SPORTS LIGHTING, LLC	900.00	1539 Direct Deposit
126576	10/27/20	M0830 MOTT MACDONALD LLC	205.50	1539 Direct Deposit
126577	10/27/20	P0546 PETER RUBINETTI PRIVATE DISP	1,533.13	1539 Direct Deposit
126578	10/27/20	P0687 PETROCHOICE LLC	1,051.50	1539 Direct Deposit
126579	10/27/20	P0706 PARTS AUTHORITY LLC	559.24	1539 Direct Deposit
126580	10/27/20	S0443 STAPLES ADVANTAGE	46.90	1539 Direct Deposit
126581	10/27/20	T0378 THE GUARDIAN LIFE INS CO OF AM	89.91	1539 Direct Deposit
126582	10/27/20	V0020 VILLAGE OFFICE SUPPLY	19.55	1539 Direct Deposit
126583	10/27/20	W0339 W.B. MASON	558.87	1539 Direct Deposit
126584	10/27/20	A0035 PENWORTHY/AMERICAN MEDIA	330.00	1540
126585	10/27/20	A0126 AFLAC NEW YORK	230.50	1540
126586	10/27/20	A0232 ARROW ELEVATOR, INC.	325.00	1540
126587	10/27/20	A0338 AFLAC	396.52	1540
126588	10/27/20	A0398 STERLING TALENT SOLUTIONS	39.84	1540
126589	10/27/20	A0666 ALSTEDE FARMS, LLC	30.00	1540
126590	10/27/20	A0672 ATLANTIC VISITING NURSE	4,818.00	1540
126591	10/27/20	A0694 ALVAREX, MAX	250.00	1540
126592	10/27/20	B0001 BAKER & TAYLOR, INC.	3,677.44	1540
126593	10/27/20	B0026 BERNARDS TOWNSHIP CURRENT	11,622.41	1540
126594	10/27/20	B0029 BERNARDS TWP BD OF EDUCATION	7,832,137.00	1540
126595	10/27/20	B0034 BERNARDS TOWNSHIP PAYROLL ACCT	554,745.35	1540
126596	10/27/20	B0038 BERNARDS TOWNSHIP (COURT)	36.84	1540
126597	10/27/20	B0098 BERNARDS TOWNSHIP (RECREATION)	1,076.89	1540
126598	10/27/20	B0107 BESSE MEDICAL SUPPLY	3,330.60	1540
126599	10/27/20	C0024 GANNETT NEW JERSEY NEWSPAPERS	123.84	1540
126600	10/27/20	C0482 OPTIMUM	44.95	1540
126601	10/27/20	C0522 CHATHAM LAWNMOWER SALES & SVC	9.81	1540
126602	10/27/20	C0613 CIGNA GROUP INSURANCE	1,600.34	1540
126603	10/27/20	C0636 CENTER POINT LARGE PRINT	93.48	1540
126604	10/27/20	C0697 BB&T/CPS	11.55	1540
126605	10/27/20	C0773 COMMUNITY HOME CARE	1,318.00	1540
126606	10/27/20	C0798 C & L TOWING SERVICE	71.00	1540
126607	10/27/20	D0020 DELTA DENTAL OF NJ	12,461.95	1540
126608	10/27/20	D0783 DFFLM, LLC	412.55	1540
126609	10/27/20	D0818 DUDA, PAVEL	405.00	1540
126610	10/27/20	E0185 EDWARDS TIRE COMPANY	2,291.28	1540
126611	10/27/20	E0191 EAST COAST EMERGENCY LIGHTING	19,476.75	1540
126612	10/27/20	E0224 EXCELLENT BUILDING SERVICES	9,744.00	1540
126613	10/27/20	E0231 EKA ASSOCIATES, P.A.	1,215.00	1540
126614	10/27/20	F0047 FULLERTON FORD	302.25	1540
126615	10/27/20	F0066 FRA TECHNOLOGIES, INC.	650.00	1540
126616	10/27/20	F0148 FAIRFIELD MAINTENANCE INC	2,501.30	1540
126617	10/27/20	F0324 FLAGSHIP DENTAL PLANS	642.92	1540
126618	10/27/20	F0326 FX AUTOMOTIVE LLC	929.18	1540
126619	10/27/20	G0098 JCP&L	16,547.52	1540
126620	10/27/20	G0300 GOLD TYPE BUSINESS MACHINES	426.00	1540
126621	10/27/20	G0509 GREEN ROCK RECYCLING	150.00	1540
126622	10/27/20	H0029 HUMPHREYS PEST CONTROL, INC.	175.00	1540
126623	10/27/20	H0178 HOSE SHOP, INC.	76.12	1540
126624	10/27/20	H0246 HOME DEPOT CREDIT SERVICES	147.70	1540
126625	10/27/20	H0297 DIRECT ENERGY BUSINESS	495.39	1540
126626	10/27/20	H0471 HUDSON AMERICAN ABSTRACT LLC	3,182.46	1540
126627	10/27/20	K0259 KONICA MINOLTA PREMIER FINANCE	181.54	1540
126628	10/27/20	K0331 KONICA PREMIER FINANCE	82.60	1540
126629	10/27/20	K0334 KONICA MINOLTA BUSINESS	49.95	1540
126630	10/27/20	K0341 KONICA MINOLTA PREMIER FINANCE	234.28	1540
126631	10/27/20	L0308 LANGUAGE LINE SERVICES, INC.	78.20	1540
126632	10/27/20	M0006 MGL PRINTING SOLUTIONS	215.00	1540
126633	10/27/20	M0015 MCKESSON MEDICAL SURGICAL	132.50	1540
126634	10/27/20	M0083 MORRIS COUNTY PARK COMMISSION	85.00	1540
126635	10/27/20	M0178 MARK'S AUTO SERVICE	112.50	1540
126636	10/27/20	M0353 MIDWEST TAPE	9,141.06	1540
126637	10/27/20	M0493 MCELROY, DEUTSCH, MULVANEY &	9,850.48	1540
126638	10/27/20	M0518 KONICA MINOLTA BUSINESS SOL.	266.84	1540
126639	10/27/20	M0518 KONICA MINOLTA BUSINESS SOL.	9.10	1540
126640	10/27/20	M0627 MODERN HANDLING EQUIPMENT CO	1,067.05	1540
126641	10/27/20	M0859 MAXX'S FLEET REPAIRS, LLC	1,060.26	1540

126642	10/27/20	M0899	MR JOHN	65.00	1540
126643	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	79.84	1540
126644	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	76.92	1540
126645	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	26.81	1540
126646	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	179.64	1540
126647	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	161.58	1540
126648	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	280.59	1540
126649	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	20.20	1540
126650	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	426.05	1540
126651	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	20.20	1540
126652	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	168.19	1540
126653	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	26.81	1540
126654	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	214.47	1540
126655	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	26.81	1540
126656	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	50.47	1540
126657	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	50.47	1540
126658	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	300.43	1540
126659	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	2,702.49	1540
126660	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	38,318.00	1540
126661	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	332.58	1540
126662	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	597.96	1540
126663	10/27/20	N0006	NEW JERSEY AMERICAN WATER CO.	3,013.24	1540
126664	10/27/20	N0035	NEW JERSEY PLANNING OFFICIALS	625.00	1540
126665	10/27/20	N0179	NEW JERSEY STATE GOLF ASSOC.	560.00	1540
126666	10/27/20	N0389	NJ MOTOR VEHICLE COMMISSION	60.00	1540
126667	10/27/20	N0468	NORCIA CORPORATION	1,447.35	1540
126668	10/27/20	N0470	NATIONWIDE	99.22	1540
126669	10/27/20	N0510	NICHOLSON ROOFING & SIDING	3,500.00	1540
126670	10/27/20	N0512	NAT'L ASSOC OF FIELD TRNG OFC	225.00	1540
126671	10/27/20	O0105	O.C.A. BENEFIT SERVICES, LLC	113.85	1540
126672	10/27/20	O0135	OUTHOUSE LLC	290.00	1540
126673	10/27/20	P0511	PERFORMANCE TRAILERS INC.	135.00	1540
126674	10/27/20	P0538	PROVIDENT LIFE & ACCIDENT	104.24	1540
126675	10/27/20	Q0022	QUEUES ENFORTH DEVELOPMENT INC	984.00	1540
126676	10/27/20	R0005	RECORDER PUBLISHING CO., INC	29.07	1540
126677	10/27/20	R0010	REIDER ASSOCIATES, INC.	3,528.90	1540
126678	10/27/20	R0023	RICHIES TIRE SERVICE, INC.	2,281.77	1540
126679	10/27/20	R0813	ROK INDUSTRIES, INC	420.00	1540
126680	10/27/20	S0101	STICKEL, KOENIG, SULLIVAN&DRILL	878.75	1540
126681	10/27/20	S0378	STAVOLA ASPHALT	69.01	1540
126682	10/27/20	S0691	SUPERIOR DISTRIBUTORS	582.96	1540
126683	10/27/20	S0770	SKYLANDS AREA FIRE EQUIPMENT &	18,090.81	1540
126684	10/27/20	S0822	SIGNS AND SAFETY DEVICES, LLC	157.50	1540
126685	10/27/20	S0847	SHI INTERNATIONAL	45,000.00	1540
126686	10/27/20	S1007	SPRUCE INDUSTRIES	4,310.00	1540
126687	10/27/20	S1151	STERTIL-KONI USA, INC.	46,275.43	1540
126688	10/27/20	T0003	ENVIROTEST LABORATORIES LLC	2,400.00	1540
126689	10/27/20	T0024	TRIUS OF NJ INC	3,412.40	1540
126690	10/27/20	T0066	CENGAGE LEARNING CREDIT SVCS	22.50	1540
126691	10/27/20	T0074	TREASURER - STATE OF N.J.	825.00	1540
126692	10/27/20	T0227	T.R.M. TRANSMISSIONS INC.	726.54	1540
126693	10/27/20	T0265	TREASURER, STATE OF NEW JERSEY	50.00	1540
126694	10/27/20	T0265	TREASURER, STATE OF NEW JERSEY	50.00	1540
126695	10/27/20	U0090	UNUM LIFE INSURANCE COMPANY	384.79	1540
126696	10/27/20	V0037	VILLAGE SUPERMARKET, INC.	40.32	1540
126697	10/27/20	V0056	VERIZON WIRELESS	2,039.88	1540
126698	10/27/20	V0058	VERIZON	77.93	1540
126699	10/27/20	V0084	VERIZON	653.12	1540
126700	10/27/20	V0124	VERIZON BUSINESS FIOS	204.99	1540
126701	10/27/20	V0186	FISHER AND SON COMPANY, INC	10,346.35	1540
126702	10/27/20	W0014	BEYER-WARNOCK FLEET	152.94	1540
126703	10/27/20	W0016	WARRENVILLE TRUE VALUE	47.96	1540
126704	10/27/20	W0074	WELSH'S MOTOR SALES, INC.	584.60	1540
126705	10/27/20	W0259	VENTURA, MIESOWITZ, KEOUGH &	2,423.50	1540
126706	10/27/20	W0347	EDWARD WACKS & ASSOCIATES, LLC	1,211.80	1540
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
		----	----	-----	-----
	Checks:	123	0	8,713,679.32	0.00
	Direct Deposit:	18	0	16,196.45	0.00
		=====	=====	=====	=====
	Total:	141	0	8,729,875.77	0.00

Totals by Year-Fund						
Fund Description		Fund	Budget Total	Revenue Total	G/L Total	Total

CURRENT FUND		0-01	8,539,324.65	0.00	0.00	8,539,324.65
DOG FUND		0-12	713.00	0.00	0.00	713.00
GOLF COURSE UTILITY		0-26	8,269.60	0.00	0.00	8,269.60

CAPITAL FUND		C-04	8,548,307.25	0.00	0.00	8,548,307.25
			82,510.92	0.00	0.00	82,510.92
PUBLIC GRANTS		G-02	33,433.14	0.00	0.00	33,433.14
TRUST FUNDS		T-13	60,458.38	0.00	0.00	60,458.38
PROJECT			5,166.08	0.00	0.00	5,166.08
=====						
Total Of All Funds:			8,729,875.77	0.00	0.00	8,729,875.77

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano , Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0333

Acknowledgement of Responses to the
NJ Division of Local Government Services CY2020/SFY2021
Best Practices Inventory Questionnaire

WHEREAS, the State's Fiscal Year 2021 Appropriations Act (P.L. 2016, c.10) requires the Division of Local Government Services (Division) to determine how much of each municipality's final 5% allocation of its CMPTRA and ETR aid will be disbursed based upon the results of a Best Practices Inventory (the Inventory) to be completed by each municipality; and

WHEREAS, Sean McCarthy, the Bernards Township CFO, has completed the Inventory after consultation with the Administrator and other Township Department Heads and has submitted his certification of the results to the Township Committee; and

WHEREAS, the completed Inventory must be an agenda item for discussion at a municipal governing body meeting and said Inventory was scheduled for, and discussed at the October 27, 2020, Bernards Township Committee meeting.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that we do hereby acknowledge responses to the Inventory and direct the Municipal Clerk to sign the certification confirming the Inventory was publically discussed as required by law.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

Explanatory Statement

For 2020, the Best Practices Inventory includes a total of 60 questions distributed amongst three scoring categories: Core Competencies (20 questions), Best Practices (9 questions), and Unsourced Survey (31 questions). Municipalities must receive a minimum score of 16 in order to avoid having a portion of the Energy Tax Receipts withheld.

Bernards Township's response to the 2020 inventory has met this requirement and will not result in any reduction to our "state aid". All questions that were answered "no" will be reviewed and evaluated for viability over the next year.

10/13/2020

Sean McCarthy, CFO



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0334 Authorization for Tax Refund

WHEREAS, a tax overpayment exists because the property owner has qualified for a veteran exemption; and

WHEREAS, the tax collector has suggested that a refund be issued in order to clear the account.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards, that we do hereby approve and authorize the following refund.

Block & Lot	Quarter & Year	Amount	Issue Refund To
8604/29/CONDO	2Q2020	\$16.56	Jerry A & Karen T Sachs 183 Jamestown Rd Basking Ridge NJ 07920

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

Explanatory Statement

This property has an overpayment due to approval of a veteran exemption. I recommend a refund be issued to clear the account.

*Peggy Warren,
Tax Collector*



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0335 Authorization for Tax Refund

WHEREAS, a tax overpayment exists because the property owner has qualified for a veteran exemption; and

WHEREAS, the tax collector has suggested that a refund be issued in order to clear the account.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards, that we do hereby approve and authorize the following refund.

Block & Lot	Quarter & Year	Amount	Issue Refund To
10002/5.03/CONDO	1-3Q2020	\$7,626.93	Elaine M & Walter A Smith Trustees 22 Battalion Dr Basking Ridge NJ 07920

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020 .

Rhonda Pisano, Municipal Clerk

Explanatory Statement

This property has an overpayment due to approval of a veteran exemption. I recommend a refund be issued to clear the account.

*Peggy Warren,
Tax Collector*



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0338

Acknowledgement of 2019 Annual Report
Submitted by the Zoning Board of Adjustment

WHEREAS, N.J.S.A. 40:55D-70.1 requires the Board of Adjustment annually to prepare and adopt by resolution a report on its findings on zoning ordinance provisions which were the subject of variance requests and to report its recommendations for zoning ordinance amendment or revision; and

WHEREAS, N.J.S.A. 40:55D-70.1 further requires the Board of Adjustment to send copies of its report to the governing body and planning board.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Bernards hereby acknowledges receipt of the Zoning Board of Adjustment's 2019 Annual Report which is on file with the Municipal Clerk.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

VENTURA, MIESOWITZ, KEOUGH & WARNER

A PROFESSIONAL CORPORATION
COUNSELORS AT LAW

MICHAEL VENTURA
JOHN J. MIESOWITZ*
DANIEL G. KEOUGH
STEVEN K. WARNER▲
SEAN L. RANKIN*▲
JOLANTA MAZIARZ

783 SPRINGFIELD AVENUE
SUMMIT, NEW JERSEY 07901-2332
TEL: (908) 277-2410
FAX: (908) 277-1374
WWW.SUMMITLAWYERS.NET

MARIA BLANCATO
LAURIE K. LEVINE▲
STACEY LYNN RYAN
AUGUST M. VENTURA
AMANDA C. WOLFE▲

LL.M. IN TAXATION*
MEMBER NJ & NY BARS▲

October 8, 2020

OF COUNSEL
MATTHEW P. ALBANO*
JAMES A. VIGLIOTTI

Via EMAIL

Honorable James Baldassare, Jr., Mayor
Rhonda Pisano, Municipal Clerk
Thomas Timko, P.E., Township Engineer
David Schley, A.I.C.P./P.P., Township Planner
Kippy Piedici, Township Planning Board Chairwoman
Brad Breslin, Township Board of Adjustment Chairman

***Re: Report and Recommendations of the Board of
Adjustment for the Township of Bernards
for the period January 1, 2019 – December 31, 2019***

Ladies and Gentlemen:

On behalf of the Bernards Township Board of Adjustment, we herewith enclose copies of the 2019 Annual Report and Resolution adopting same dated October 7, 2020, pursuant to N.J.S.A. 40:55D-70.1. Full copies of the resolutions summarized in this report may be obtained through the Secretary of the Board of Adjustment.

Very truly yours,

VENTURA, MIESOWITZ, KEOUGH &
WARNER, P.C.

By: 

Steven K. Warner

Enclosures

cc: Cyndi Kiefer, Board of Adjustment Secretary (w/enc.)

**REPORT AND RECOMMENDATIONS
OF THE ZONING BOARD OF ADJUSTMENT
FOR THE TOWNSHIP OF BERNARDS
FOR THE PERIOD
JANUARY 1, 2019 – DECEMBER 31, 2019**

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**REPORT AND RECOMMENDATIONS
OF THE
ZONING BOARD OF ADJUSTMENT FOR THE TOWNSHIP OF BERNARDS
FOR THE PERIOD
January 1, 2019 through December 31, 2019**

Pursuant to the requirements of N.J.S.A. 40:55D-70.1, the Zoning Board of Adjustment for the Township of Bernards (the “Board”) hereby reports, with copies to the Township Committee and the Planning Board for the Township of Bernards, as follows:

The Board received a total of 25 new applications from January 1, 2019 through December 31, 2019, and decided and adopted memorializing resolutions as to 26 applications during that period. Of the 26 applications decided, 22 were granted, 1 was denied, 1 was granted in part and denied in part, 1 involved jurisdictional and notice issues which were resolved, and 1 involved a reconsideration request that was denied. Nineteen (19) of the applications involved just “bulk” variances under N.J.S.A. 40:55D-70(c), none of the applications involved just “use” variances under N.J.S.A. 40:55D-70(d), two (2) of the applications involved both “bulk” and “use” variances, one (1) of the applications involved the resolution of jurisdictional and notice issues and ultimately was withdrawn, and two (2) of the applications involved an extension of a prior approval. One of the applications involved elimination of a condition of a prior approval, and 1 of the applications involved a denial of reconsideration.

None of the variance applications involved subdivision approval. Two of the applications involved site plan approval under the Board’s ancillary jurisdiction pursuant to N.J.S.A. 40:55D-76, together with bulk variance relief, and one of the applications involved an amendment to a prior site plan approval without variance relief. There were no applications presented for a “certificate of nonconformity” by the Board under N.J.S.A. 40:55D-68.

The number of applications both received, and resolved, by the Board in 2019 were lower than those received (29), and resolved (37), in 2018. Notwithstanding the magnitude, the type of applications were generally, and proportionately, similar to those resolved in 2018.

Generally, the number and types of applications resolved by the Board in 2019 were similar to those cases resolved in 2018.

Copies of all of the Board's resolutions relating to applications heard during the reporting period may be obtained through the Secretary of the Board and a summary of all such applications is included at the end of this Report.

I. Subsection (d) Variance Applications

The Board considered two (2) variance applications seeking relief under N.J.S.A. 40:55D-70(d) in 2019, as compared to three (3) such applications in 2018 and six (6) in 2017.

The first (d) variance application was In Chabad Center of Somerset County, Inc., Case No. ZB18-022. The Board granted preliminary and final site plan approval, and bulk and d(3) conditional use and d(4) floor area ratio variance relief, in connection with the construction of a one-story addition to the existing building, including a 6,210 square foot sanctuary/social hall on the main level and a 1,018 square foot Mikvah at the basement level, on property identified as Block 8201, Lot 25 on the Tax Map, more commonly known as 3048 Valley Road.

The Property is located in the R-6 Residential zone and consists of 5.157 acres. The existing Chabad Center was constructed in accordance with site plan approvals granted by the Planning Board in 1995 and 2001. The 1995 approval provided for conversion of the then-existing residence to religious use, and the 2001 approval provided for expansion in two phases. Phase I of the 2001 project, which included construction of classrooms, office space, and an expanded parking area, was constructed. Phase II of the 2001 project, which included construction of a 6,318

square foot, 200-person capacity sanctuary/social hall, was not constructed. The infrastructure to support Phase II, including parking and stormwater management improvements, was constructed as part of Phase I as required by the 2001 approval. The Applicant sought to move forward with Phase II of the 2001 project. Since the 2001 Approval had expired, a new development plan approval had to be obtained. The current proposed Phase II consisted of a building addition with adjoining rear patio in essentially the same location as the development that was approved in 2001. The proposed addition included a 6,210 square foot, 200-person capacity sanctuary/social hall on the main level, and a 1,018 square foot Mikvah (religious bath) at the basement level.

The 1995 and 2001 Planning Board approvals were granted when a house of worship with clergy residence was a permitted use in the R-6 Zone. The Land Development Ordinance was amended in 2013, and pursuant to Section 21-10.4.a.3(g), a house of worship with clergy residence became a conditional use in the R-6 Zone. Since the current proposal did not meet all of the conditional use standards set forth in Section 21-12.3.f, the Applicant applied to the Board seeking conditional use variance relief pursuant to N.J.S.A. 40:55D-70d(3), FAR variance relief pursuant to N.J.S.A. 40:55D-70(d)(4), and bulk variance relief pursuant to N.J.S.A. 40:55D-70(c).

The Board found that the Applicant had met its burden of establishing an entitlement to the requested FAR variance relief, pursuant to N.J.S.A. 40:55D-70(d)(4), because the Applicant had demonstrated that the site can accommodate the problems associated with an FAR greater than that permitted by the Land Development Ordinance. See, Randolph Town Center v. Township of Randolph, 324 N.J. Super. 412, 417 (App. Div. 1999). In this regard, the Board found that the proposed FAR of 13.5% was modest relative to the size of the Property, particularly since, prior to 2013, a house of worship was a permitted use in the R-6 Zone and the proposed FAR would have complied with the maximum permitted FAR of 15%. The Board further found that the

Applicant cannot obtain any additional land to bring the site closer to conformity and ultimately reduce the FAR. Notwithstanding, the Board recognized that Lot 26 was also owned by another entity associated with the Applicant and that the property served as an additional buffer between the Chabad and neighboring residential properties.

The Board further recognized that a portion of the Property was encumbered by a riparian zone and stream buffer conservation area contained within an existing greenway/public access easement adjoining the Passaic River at the rear of the site and that, as a result, that portion of the Property would remain undeveloped and could serve as a buffer. Moreover, the Board recognized that the site had been accommodating an FAR of more than 10% since the completion of the Phase I improvements without issue. In that regard, the Board further recognized that the Property was adjacent to two busy roadways, a commercial nursery, a church and cemetery. Finally, the Board found that the existing landscaping had matured, such that it sufficiently mitigated any visual detriment associated with the excess floor area. As such, the Board found that the Applicant had satisfied the positive criteria for the requested d(4) FAR variance relief.

As to the d(3) variance relief required, pursuant to Section 21-12.3.f of the Land Use Ordinance, for nonconforming conditions relating to the FAR, lot coverage and the front- and side-yard setbacks for a house of worship, the Board found that, consistent with the standard set forth in Coventry Square v. Westwood Zoning Board of Adjustment, 138 N.J. 285 (1994), the Applicant had established that the site could accommodate the detriments associated with the proposed use despite the violation of those conditions imposed.

As to the front- and side-yard setback deviations, prior to the subsequent amendment of the Land Development Ordinance in 2013, the minimum required setback was 75 feet (rather than the current requirement of 100 feet). The Applicant proposed a front-yard setback from a house

of worship of 75.79 feet and a side-yard setback (east) from a house of worship of 75.88 feet, both of which effectively conformed with the prior standard. Moreover, the Board found that the Applicant had demonstrated that the site could accommodate the deficient setbacks, particularly given the location of the Property, the existing landscaping and the conditions stipulated to by the Applicant. In that regard, the Board recognized that the Property was located at the intersection of two major County roads and is adjacent to the Millington Baptist Church and a plant nursery, and that the deficient setbacks would not have a detrimental impact on the adjacent properties given the nature of the surrounding neighborhood.

As to the number of parking spaces, the Board accepted the Applicant's expert testimony that the existing/proposed 69 parking spaces were sufficient, except for a relatively brief period of time on two days per year when additional parking is necessary. The Board recognized that the proposal required such a variance because the existing/proposed parking supply of 69 spaces did not satisfy the combined parking requirement of 94 spaces, which was based on 67 spaces for the sanctuary/social hall, 25 spaces for the classrooms, and 2 spaces for the clergy residence. The Board considered that the Planning Board approved the same variance in 2001 on the basis that the sanctuary/social hall and the classrooms would not be used simultaneously, and therefore the actual maximum parking demand on site at any one time (aside from on the High Holy Days) would be only 69 spaces. The Board recognized that the Applicant had an agreement with the Millington Baptist Church, such that the Chabad's congregants were permitted to park on the Church's lot during the High Holy Days. The Board further recognized that this arrangement had been in place for many years without issue. As such, the Board concurred with the Applicant's planner that having less parking spaces (and, therefore, less impervious coverage) constituted a better planning alternative than providing 94 parking spaces, many of which would remain unused.

The second (d) variance application was LCB Senior Living Holdings II, LLC, Case No. ZB19-010. The Board granted preliminary and final site plan approval, together with variance and site plan exception relief, in connection with the demolition of an existing building and construction of a new three-story, approximately 92,185 square foot assisted living and memory care facility, located on property identified as Block 2301, Lot 31 on the Township Tax Map, more commonly known as 219 Mount Airy Road.

The Property is a 9.641 acre lot that is accessed from Mount Airy Road/Whitenack Road by way of the Meeker Road Extension. The Meeker Road Extension is located on a privately owned lot (adjoining Lot 30) over which the owner of Lot 31 holds an access easement. The Site has over 600 feet of public street frontage along Whitenack Road; however, the Whitenack Road front yard is largely consumed by a retention pond and wetlands.

The Property is improved with a two-story, 22,618 square foot building originally constructed for office use in accordance with approvals granted by the Planning Board in 1979 and 1980. The Site has most recently been used as a house of worship by King of Kings Worship Center, in accordance with site plan and use variance approvals granted by the Board of Adjustment in 2009.

The Applicant proposed to redevelop the Site for use as an assisted living/memory care facility, including removal of the existing building and construction of a three-story, 92,185 square foot building containing a total of 94 units with 105 beds. The proposed facility includes 67 assisted living units (77 beds), 26 memory care studio units (26 beds), and one two-bedroom companion unit (2 beds). The 67 assisted living units are comprised of 24 studio units (10 of which will be Medicaid units), 33 one-bedroom units, and 10 two-bedroom units.

The proposed development is contained within the existing developed portion of the Property, and resulted in a net reduction in impervious coverage. The proposal utilized the existing driveway off of the Meeker Road Extension, and retained the northerly portion of the existing parking lot. The plan included 57 parking spaces, a drop-off area under a porte cochere at the main building entrance, and a service area for loading and trash collection. The stormwater management design utilized the existing manmade retention pond and included two proposed rain garden/bio-retention basins and a proposed "Stormfilter" manufactured water quality treatment device. The proposal also included an outdoor terrace, patios, gazebo, shed, and emergency generator. Connections to the existing public water and sanitary sewer systems were proposed.

The Property is located in the E-4 Office Zone, where permitted uses include various types of offices, scientific/research laboratories, data processing centers, financial institutions, hospitals and medical clinics. The Land Use Plan Element of the 2010 Master Plan recommends the Site for office/employment development, consistent with the E-4 zoning designation. The proposed assisted living/memory care facility is not a permitted use, requiring a "d(1)" use variance pursuant to N.J.S.A. 40:55D-70d(1). The proposal also required a "d(4)" FAR variance pursuant to N.J.S.A. 40:55D-70d(4) to permit the proposed floor area ratio of 21.95%, a "d(6)" height variance pursuant to N.J.S.A. 40:55D-70d(6) to permit the proposed building height of 49.91', and several "c" (bulk) variances and design exceptions. The Applicant also sought both preliminary and final site plan approval.

The Board found that the Applicant had satisfied its burden of proving an entitlement to preliminary and final site plan approval, d(1), d(4), and d(6) use and bulk variance relief, and the site plan exception relief sought therein.

II. Subsection (c) Variance Applications

The Board decided 21 applications seeking variance relief under N.J.S.A. 40:55D-70(c), 19 of which sought relief under just subsection (c) and 2 of which sought relief under both N.J.S.A. 40:55D-70(c) and (d). Of these 21 subsection (c) cases, 19 were granted (with specific conditions), 1 was denied, and 1 was granted in part and denied in part.

In 11 of the 21 subsection (c) cases, the applicant sought variances from front-yard, rear-yard and/or side-yard setback requirements. The Board granted 10 of these applications with specific conditions, finding generally that the requested deviations from the Land Development Ordinance requirements were relatively minor and/or that sufficient landscape buffering and other screening either existed or was agreed to be installed by the applicants.

In 2 of the 21 subsection (c) cases, the applicant sought a pool location variance. Section 21-18.1 of the Land Development Ordinance requires the location of an in-ground pool behind the rear building line of an existing residential structure on an adjoining lot.

In 2 of the 21 subsection (c) cases, the applicant sought minimum lot area, lot width and/or improvable lot area variances. These cases involved pre-existing undersized lots in which the undersized nature of the lot was impacted by the new construction. The Board granted approval in both cases, satisfying itself in each case that efforts to buy adjacent property from, or sell the subject nonconforming property to, adjacent property owners for fair market value were either sufficiently pursued by the applicants or such efforts would have been futile if pursued, such that the lot sizes could not be brought into, or closer to, conformity.

In 3 of the 21 subsection (c) cases, the applicant sought a fence height and/or location variance, and 3 of the 21 cases involved accessory structure height and/or location variances, all 6 of which applications were granted by the Board. The Board found the deviations to be relatively modest and landscape screening to be sufficient to minimize any visual detriment, and the benefits

to and the benefits to be derived from the application substantially outweighed the associated detriments.

There were 2 applications involving the proposed demolition of an existing dwelling and construction of a new dwelling, both of which applications were granted with specific conditions of approval.

The Board heard 10 applications involving residential additions/expansions. Nine of these applications were granted with specific conditions of approval.

There were 10 cases in which the applicant sought a lot coverage variance. The applications were granted with specific conditions of approval.

A standard condition in all resolutions granting variance relief provides that, pursuant to § 21-5.10 of the Land Development Ordinance, the variance will expire unless the construction or alteration permitted by the variance has actually commenced within one year of the date of the resolution. There were 2 extension requests in 2019.

III. Planning Variances Pursuant to Sections 34 and/or 35 of the MLUL

The Board addressed no applications in 2019 invoking its authority to consider planning variances pursuant to N.J.S.A. 40:55D-35 and -36.

IV. Applications Involving the B-1 Village Business Zone

There were no applications considered during 2019 involving property located in the B-1 Village Business Zone.

V. Applications Involving the B-2 Neighborhood Business Zone

There were no applications addressed during 2019 involving a property located in the B-2 Neighborhood Business Zone.

VI. Applications Involving the B-3 Historic Business Zone

There were no applications considered during 2019 involving property located in the B-3 Historic Business Zone.

VII. Applications Involving the B-4 Liberty Corner Business Zone

There were no applications considered during 2019 involving the property in B-4 Liberty Corner Business Zone.

VIII. Applications Involving the B-5 Village Center Zone

There were no applications considered during 2019 involving property located in the B-5 Village Center Zone.

IX. Applications Involving the SH-1, SH-2, and SH-3 Senior Housing Zones

There were no applications considered during 2019 involving property located in any of the Senior Housing Zones.

X. Applications Involving the E-1, E-2, E-3, E-4 and E-5 Office Zones

There was one (1) application considered during 2019 involving property located in the E office zones; specifically, the LCB Senior Living Holdings II, LLC application.

XI. Applications Involving the P-1, P-2, P-3, P-4 and P-5 Public Purpose Zones

There were no applications considered during 2019 involving property located in any of the Public Purpose Zones.

XII. Applications Involving the PUD-5 Planned Unit Development Zone

There were no applications addressed during 2019 involving property located in the PUD-5 Planned Unit Development zone.

XIII. Site Plan and Subdivision Approvals Under N.J.S.A. 40:55D-76

There were 3 applications considered in 2019 seeking site plan approval and no applications seeking subdivision approval under the Board's ancillary jurisdiction powers.

XIV. Prior Year Matters on Appeal

There were no prior year matters on appeal in 2019.

XV. Recommendations and Suggestions

After reviewing and discussing the applications decided in 2019, the Zoning Board of Adjustment of the Township of Bernards has decided not to make any recommendations or suggestions for Ordinance changes to the Township Committee and the Planning Board. Nonetheless, the Board does wish to recognize an upward trend in the number of residential lot coverage variance applications experienced over the past few years.

In 2019, the Board decided 19 applications involving single-family residences. Nine (47%) of those 19 applications included a request for a lot coverage variance. This relatively high number of lot coverage variance requests has persisted for the past three years, as 40% (33 out of 82) of the total single-family residential variance applications decided in 2017, 2018 and 2019 involved a lot coverage variance. By comparison, only 16% (26 out of 168) of the total single-family residential variance applications decided in the seven years prior, i.e. 2010 through 2016, involved


a lot coverage variance.

The Board will continue to monitor residential lot coverage variance applications and will give further consideration to the subject when drafting its Report and Recommendations for 2020.

We thank the Township Committee and the Planning Board for its consideration of the aforementioned annual report and recommendations.

Respectfully submitted,

ZONING BOARD OF ADJUSTMENT FOR
THE TOWNSHIP OF BERNARDS

By: /s/ 
Brad Breslin, Chairperson

cc: Hon. James Baldassare, Jr., Mayor
Rhonda Pisano, Municipal Clerk
Thomas Timko, PE, Township Engineer
David Schley, AICP, PP, Township Planner
Kathleen Piedici, Planning Board Chairperson

**Docket Numbers Assigned for the Period
January 1, 2019 through December 31, 2019**

<u>Docket Number:</u>	<u>Applicant(s):</u>
1. ZB19-001	Utz, John W.
2. ZB19-002	Canady Builders, Inc.
3. ZB19-003	Molnar, James & Anne
4. ZB19-004	Yglesias, Steven/DeCosta, Mia
5. ZB19-005	Richter, Matthew & Lisa
6. ZB19-006	Vohden, Robert & Gina
7. ZB19-007	Heinze, Bradley & Sarah
8. ZB19-008	Knox, William & Carolyn
9. ZB19-009	Bentley, Robert & Nicole
10. ZB19-010	LCB Senior Living Holdings II, LLC
11. ZB19-011	Udelsman, Lee & Jody
12. ZB19-012	Pienaar, Jacobus & Zanette
13. ZB19-013	Mastriano, Peter & Kathy (Withdrawn)
14. ZB19-014	LaTourette, Thomas & Lisa
15. ZB19-015	DaSilva, David & Jennifer
16. ZB19-016	Buono, Brian
17. ZB19-017	Lordi, Michael & Jacqueline
18. ZB19-018	Merrilees, Matthew & Megan
19. ZB19-019	Harmaty, Marco & Krikorian, Kim
20. ZB19-020	Eorio, Lyndsey & Daniel
21. ZB19-021	Majewski, Matthew & Judith
22. ZB19-022	Family Realty & Mortgage Company, Inc.
23. ZB19-023	Hardy, Edmond & Suzanne
24. ZB19-024	Aptekar, Matthew
25. ZB19-025	Goldstein, Chad & Sandy (Withdrawn)

**Memorializing Resolutions
of Applications Heard
January 1, 2019 through December 31, 2019**

	<u>Date of Resolution</u>	<u>Docket Number:</u>	<u>Applicant:</u>
1.	Feb. 6	ZB18-019	Mowen, William and Lisette
2.	Feb. 6	ZB18-022	Chabad Center of Somerset County, Inc.
3.	Mar. 6	ZB17-038A	Aron, Jesse and Dreyling, Erin
4.	Mar. 6	ZB18-025	Hollo, Dr. Erno
5.	Mar. 6	ZB18-027	Grob, Dr. Oscar F.
6.	Mar. 6	ZB18-028	Duffy, Paul and Faith
7.	Apr. 3	ZB18-029	Hoffman, Alyson and Kermit
8.	Apr. 3	ZB19-002	Canady Builders, Inc.
9.	May 8	ZB19-003	Molnar, James and Anne
10.	Jun. 5	ZB18-011	J. Nan Realty Company, LLC
11.	Jun. 5	ZB18-026	Millington Quarry, Inc.
12.	Jun. 5	ZB19-006	Vohden, Robert and Gina
13.	Jun. 5	ZB19-007	Heinze, Bradley and Sarah
14.	Jun. 5	ZB19-009	Bentley, Robert and Nicole
15.	Jul. 11	ZB18-026	Millington Quarry, Inc.
16.	Jul. 11	ZB19-004	Yglesias, Steven T. and DeCosta, Mia
17.	Jul. 11	ZB19-008	Knox, William and Carolyn
18.	Jul. 11	ZB19-011	Udelsman, Lee and Jody
19.	Aug. 7	ZB18-005	Pareddy, Surandar and Duggirala, Janaki
20.	Aug. 7	ZB19-012	Pienaar, Zanette and Jacobus
21.	Oct. 9	ZB18-026	Millington Quarry, Inc.
22.	Oct. 9	ZB19-014	LaTourette, Thomas and Lisa
23.	Nov. 6	ZB18-005(R)	Pareddy, Surandar & Duggirala, Janaki
24.	Nov. 6	ZB19-010	LCB Senior Holdings II, LLC
25.	Nov. 6	ZB19-015	DaSilva, David and Jennifer
26.	Dec. 4	ZB19-017	Lordi, Michael & Jacqueline Sinatra
27.	Dec. 4	ZB19-018	Merrilees, Matthew & Megan
28.	Dec. 4	ZB19-019	Harmaty, Marco and Krikorian, Kim

RESOLUTIONS MEMORIALIZED IN 2019

DOCKET APPLICANT

ZB18-019 Mowen, William and Lisette Granted: January 9, 2019
RC-4 Residential Cluster Zone **Adopted: February 6, 2019**
95 Blackburn Road
Block 8101, Lot 41

Approval for a previously constructed covered deck and gravel driveway areas which cause the property to exceed the maximum permitted lot coverage.

Bulk variance (lot coverage)

ZB18-022 Chabad Center of Somerset County, Inc. Granted: January 9, 2019
R-6 (3/4 acre) Residential Zone **Adopted: February 6, 2019**
3048 Valley Road
Block 8201, Lot 25

Construction of a one-story addition to the existing building, including a 6,210 square foot sanctuary/social hall on the main level and a 1,018 square foot Mikvah at the basement level.

Bulk variances (lot coverage; front-yard setback; side-yard setback; parking; buffer)

d(4) FAR

d(3) conditional use

ZB18-025 Hollo, Dr. Erno t/a Basking Ridge Granted: February 6, 2019
Animal Hospital **Adopted: March 6, 2019**
R-4 (1 acre) Residential Zone
340 South Finley Avenue
Block 2801, Lot 23

Amend site plan approval granted in 2014 to permit a cupola on top of an approved accessory building.

ZB18-027 Grob, Dr. Oscar F. Granted: February 6, 2019
R-4 (1 acre) Residential Zone **Adopted: March 6, 2019**
38 Galloping Hill Road
Block 4002, Lot 19

Construction of a 733 square foot inground swimming pool and adjoining wood deck in the rear yard of the existing residence.

Bulk variances (pool location; lot coverage)

ZB18-028 Duffy, Paul and Faith Granted: February 6, 2019
R-7 (1/2 acre) Residential Zone **Adopted: March 6, 2019**
62 North Finley Avenue
Block 1502, Lot 2

Reconstruction/expansion of existing front porch, resulting in a three (3) foot forward extension of the porch, and approximately 42 square feet of additional living space on the first floor of the dwelling.

Bulk variances (front-yard setback; side-yard setback)

ZB17-038A Aron, Jesse and Dreyling, Erin Granted: March 6, 2019
R-4 (1 acre) Residential Zone **Adopted: March 6, 2019**
128 South Stone Hedge Drive
Block 7201, Lot 5.01

Extension of previously approved variance for construction of two additions to the existing dwelling.

ZB18-029 Hoffman, Alyson and Kermit Granted: March 6, 2019
R-6 (3/4 acre) Residential Zone **Adopted: April 3, 2019**
14 Cedar Street
Block 1803, Lot 3

Construction of additions/amendments to the existing dwelling: 425 square foot second floor addition above an existing first floor garage/breezeway; 2.5' x 7.5' roof over an existing front stoop; amend previously approved expansion/addition to include 20' x 24' open deck and 8 square foot bump-out to accommodate a fireplace in the family room.

Bulk variances (front-yard setback; rear-yard setback)

ZB19-002 **Canady Builders, Inc.** **Granted: March 6, 2019**
R-7 (1/2 acre) Residential Zone **Adopted: April 3, 2019**
130 South Maple Avenue
Block 1611, Lot 19

Removal of existing dwelling and shed and construction of a two-story single-family dwelling with attached, basement level, two-car garage to the rear of the dwelling.

Bulk variances (lot area; improvable lot area; lot width; front-yard setbacks; side-yard setback; lot coverage)

ZB19-003 **Molnar, James and Anne** **Granted: April 3, 2019**
R-6 (3/4 acre) Residential Zone **Adopted: May 8, 2019**
141 Spencer Road
Block 2701, Lot 34

Amend prior variance approval in connection with an as-built garage/breezeway addition with raised roofline and a reduced side-yard setback and an added outdoor fireplace.

Bulk variances (side-yard setback; driveway setback; lot coverage)

ZB18-011 **J. Nan Realty Company, LLC** **Granted: June 5, 2019**
R-4 (1 acre) Residential Zone **Adopted: June 5, 2019**
18 Columbia Road
Block 3603, Lot 1

Extension of variance approval/deadline to submit resolution-compliant plans (construction of an approximately 4,900 square foot, two-family multifamily residential building, containing four dwelling units)

ZB19-006 Vohden, Robert and Gina
R-7 (1/2 acre) Residential Zone
7 Evergreen Place
Block 1403, Lot 7

Denied: May 8, 2019
Adopted: June 5, 2019

Renovation/expansion of the existing one-story dwelling, including the construction of a new covered front porch, a first floor kitchen/great room addition to the rear, a two-car garage addition to the east side, new second floor containing bedrooms, bathrooms and a laundry room above the existing/proposed first floor, removal of an existing rear screened porch, relocation of an existing one-car detached garage/shed, and the modification/realignment of the existing driveway to access the new garage.

Bulk variances (side-yard setback; combined side-yard setback)

ZB19-007 Heinze, Bradley and Sarah
R-3 (2 acre) Residential Zone
100 Emerald Valley Lane
Block 11401, Lot 32

Granted: May 8, 2019
Adopted: June 5, 2019

Construction of a two-story addition, including a sunroom on the first floor and a bedroom and bathrooms on the second floor, to the north side of the existing dwelling.

Bulk variances (building height; lot coverage)

ZB19-009 Bentley, Robert and Nicole
R-6 (3/4 acre) Residential Zone
13 Woodstone Road
Block 2903, Lot 16

Granted: May 8, 2019
Adopted: June 5, 2019

Outdoor improvements to the existing single-family dwelling, including, (1) replacement of an uncovered wood porch on the north side of the dwelling with a covered masonry porch, (2) replacement of an existing rear wood deck and adjoining trellis, (3) replacement of an existing uncovered front porch, (4) construction of a concrete pad for an above ground spa behind the existing garage, (5) replacement/realignment of the existing driveway, including a reduction in driveway area, (6) replacement/realignment of existing front, side and rear walkways, and the (7) installation of an emergency generator on the north side of the dwelling.

Bulk variances (side-yard setback; combined side-yard setback; lot coverage)

ZB19-004 **Yglesias, Steven T. and DeCosta, Mia** **Granted: June 5, 2019**
R-5 (1 acre) Residential Zone **Adopted: July 11, 2019**
3137 Valley Road
Block 8802, Lot 19

Construction of a 192 square foot pool house and wood decking adjoining a previously approved, substantially completed swimming pool.

Bulk variances (lot coverage; rear-yard setback for shed)

ZB19-008 **Knox, William and Carolyn** **Granted: June 5, 2019**
R-3 (2 acre) Residential Zone **Adopted: July 11, 2019**
415 Mountain Road
Block 11101, Lot 5

Installation of a ground-mounted photovoltaic solar power system near the southerly front corner of property.

Bulk variance (accessory structure in front yard)

ZB19-011 **Udelsman, Lee and Jody** **Granted: June 5, 2019**
R-4 (1 acre) Residential Zone **Adopted: July 11, 2019**
108 Goltra Drive
Block 7901, Lot 17

Replacement of an existing 6 foot deep by 12 foot wide uncovered front porch with a 6 foot deep by 16 foot wide covered front porch.

Bulk variance (front-yard setback)

ZB18-005 **Pareddy, Surandar and Duggirala, Janaki** **Granted in Part: April 3, 2019**
R-3 (2 acre) Residential Zone **Denied in Part: April 3, 2019**
393 Martinsville Road **Adopted: August 7, 2019**
Block 11401, Lot 5.02

Approval of existing (and not previously approved) conditions relating to their substantially completed new dwelling and accessory site improvements, including (1) a driveway gate which exceeds the previously approved height of 8.5 feet, (2) a driveway which does not provide the required 3 foot wide stabilized berms (shoulders), and (3) lot coverage in excess of the maximum permitted lot coverage of 15%.

Bulk variances (fence; driveway; lot coverage)

ZB19-012 **Pienaar, Zanette and Jacobus**
R-4 (1 acre) Residential Zone
12 Stockmar Drive
Block 7101, Lot 14

Granted: July 11, 2019
Adopted: August 7, 2019

Approval for three previously installed concrete pads which are used as a patio (315 sq. ft.), a grill area (20 sq. ft.), and a fire pit area (14 sq. ft.).

Bulk variance (lot coverage)

ZB18-026 **Millington Quarry, Inc.**
M-1 Mining Zone
135 Stonehouse Road
Block 6001, Lot 6

Jurisdiction related issues.

Resolved: May 16, 2019
Adopted: June 5, 2019

Notice related issues.

Resolved: June 24, 2019
Adopted: July 11, 2019

Matter adjourned until August 7, 2019.

Withdrawal of application without prejudice.

Resolved/Adopted: October 9, 2019

ZB19-014 **LaTourette, Thomas and Lisa**
R-4 (1 acre) Residential Zone
45 Canter Drive
Block 5302, Lot 6

Granted: August 7, 2019
Adopted: October 9, 2019

Renovation/expansion of the existing one-story dwelling, including a (1) a new covered front porch, (2) two one-story additions to the rear of the dwelling, including an additional garage bay at the basement level, (3) a new second floor above the existing first floor, (4) the replacement of the existing patio with a wood deck, and (5) the expansion of the driveway to accommodate the new garage bay.

Bulk variance (rear-yard setback)

ZB19-010 LCB Senior Living Holdings II, LLC Granted: October 9, 2019
E-4 Office Zone Adopted: November 6, 2019
219 Mount Airy Road
Block 2301, Lot 31

Demolition of an existing building and construction of a new three-story, approximately 92,185 square foot assisted living and memory care facility.

Bulk variances (steep slope disturbance; accessory building; distance between main building and shed; fence height; parking setback)

d(1) non-conforming use

d(4) FAR

d(6) building height

ZB18-005(R) Pareddy, Surandar and Duggirala, Janaki Denied: October 9, 2019
R-3 (2 acre) Residential Zone Adopted: November 6, 2019
393 Martinsville Road
Block 11401, Lot 5.02

Reconsideration of the Board's denial of the portion of the requested variance relief relating to two freestanding walls located within six (6) inches of the property line, and not at least 50% open, and exceeding 4 feet in height in the front yard.

ZB19-015 DaSilva, David and Jennifer Granted: October 9, 2019
R-2 (2 acre) Residential Zone Adopted: November 6, 2019
29 Dogwood Way
Block 2602, Lot 11

Removal of an existing two-story dwelling and the construction of a new two-story dwelling utilizing much of the existing foundation and retaining the existing attached two-car garage, existing inground swimming pool and driveway.

Bulk variances (lot width; improvable lot area; front-yard setback)

ZB19-017 Lordi, Michael and Jacqueline Sinatra
R-7 (1/2 acre) Residential Zone
76 Washington Avenue
Block 1205, Lot 5

Granted: November 6, 2019
Adopted: December 4, 2019

Construction of a two-story addition to the north side of the existing two-story dwelling, including a two-car garage, bathroom, mudroom, and front entry on the first floor and a master bedroom/bathroom and laundry room on the second floor, and removal of the existing detached two-car garage and shed in the rear yard.

Bulk variance (front-yard setback)

ZB19-018 Merrilees, Matthew R. and Megan
RC-4 Residential Cluster Zone
16 Heath Drive
Block 3901, Lot 25

Granted: November 6, 2019
Adopted: December 4, 2019

Installation of a 91 square foot exercise pool/spa adjoining the proposed expansion of an existing deck on the rear of the existing dwelling.

Bulk variance (pool location)

ZB19-019 Harmaty, Marco and Krikorian, Kim
R-3 (2 acre) Residential Zone
7 Tall Timer Lane
Block 6001, Lot 10.09

Granted: November 6, 2019
Adopted: December 4, 2019

Construction of decorative gates across the existing driveway near Tall Timber Lane and on the east side (i.e., in the Pond Hill Road front yard) of the existing dwelling.

Bulk variance (driveway/gate fence)

**ZONING BOARD OF ADJUSTMENT
TOWNSHIP OF BERNARDS**

RESOLUTION

WHEREAS, N.J.S.A. 40:55D-70.1 requires the Zoning Board of Adjustment of the Township of Bernards (the "Board"), to, at least annually, review its decisions on appeals and applications for variances, prepare a report on its findings regarding the Land Development Ordinance provisions which were the subject of same ("Report"), and adopt, by resolution, the Report and its recommendation for zoning ordinance amendments or revisions, if any (the "Resolution"); and

WHEREAS, N.J.S.A. 40:55D-70.1 further requires the Board to send copies of the Report and Resolution to the Township Committee of the Township of Bernards ("Township Committee") and the Planning Board of the Township of Bernards ("Planning Board"); and

NOW, THEREFORE, BE IT RESOLVED by the Board, that the attached Report for the period of January 1, 2019 through December 31, 2019, be, and hereby is, adopted as the Report of this Board; and

BE IT FURTHER RESOLVED, that copies of this Resolution and the attached Report shall be submitted to the Township Committee and the Planning Board.

ROLL CALL VOTE

Those in Favor: Breslin, Cambria, Genirs, Kraus, Pochtar, Tancredi, Seville

Those Opposed: NONE

The foregoing is a true copy of a Resolution adopted by the Zoning Board of Adjustment of the Township of Bernards at its October 7, 2020 meeting.



Cyndi Kiefer, Secretary
ZONING BOARD OF ADJUSTMENT
OF THE TOWNSHIP OF BERNARDS,
COUNTY OF SOMERSET,
STATE OF NEW JERSEY

Dated: October 7, 2020



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0339
Authorizing the Issuance of a Limousine License
to Bernardsville Coach & Livery

WHEREAS, Richard Stompf, Bernardsville Coach & Livery, 67 Smithfield Court, Basking Ridge, NJ 07920 (the “applicant”), has applied for a Limousine License; and

WHEREAS, the application submitted by the applicant is in compliance with Chapter 4, Section 8 of the Revised General Ordinances of the Township of Bernards; and

WHEREAS, the Municipal Clerk, Police Chief and the Zoning Officer have reviewed said application and find it complete.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Bernards that the application be approved as submitted.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted
by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020- 0340

Award of Purchase Orders for Identified Vendors
Enforsys, Inc and Maxx's Fleet Repairs, LLC

WHEREAS, the Township Committee of Bernards has adopted Ordinance #1854 "Known as Pay to Play" and P. L. 2004, Chapter 19; and

WHEREAS, pursuant to the ordinance window contracts determined to exceed \$17,500.00 and within the bid threshold of \$44,000.00 requires governing body approval; and

WHEREAS, the purchasing agent has determined that the value of the expenditures with the vendor(s) listed below will exceed \$17,500.00 in purchases; and

Vendor	Not to Exceed	Vendor	Not to Exceed
Enforsys, Inc	\$ 44,000.00	Maxx's Fleet Repair, LLC	\$44,000.00

WHEREAS, in anticipation of the listed expenditure, a Business Entity Disclosure Certification has been secured in compliance with N.J.S.A.19:44A 20-4 et seq., and that the principals of the said companies, have not made any reportable contributions to a political or candidate committee in the Township of Bernards in the previous one year, and that the contract will prohibit the principals of said companies from making ANY contributions through the term of the contract pursuant to Bernards Township Ordinance #1854 adopted on February 28, 2006, that would prohibit any business entity or professional that procures goods, services or contracts from the Township without the formal bid process from making "any" contribution whatsoever in the prior calendar year.

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Bernards, Somerset County, New Jersey that the Purchasing Agent is hereby authorized to issue purchase orders to the vendors listed above to maintain continuity and facilitate the ordering process through December 31, 2020.

Agenda and Date Voted: October 27, 2020

EXPLANATORY STATEMENT

Pursuant to the adoption of the Bernards Township Pay to Play ordinance #1854 and P. L. 2004, Chapter 19, adoption will permit procurement from noted vendor(s) relative to the day to day operation of the township departments.

Date: October 19, 2020

Francis J. Decibus, QPA, RPPO Purchasing Agent

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.

Date: October 19, 2020

Francis J. Decibus, QPA, RPPO Purchasing Agent

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

2. The Mayor and Township Clerk are hereby authorized and directed to execute the attached Shared Services Agreement with the Borough of Bernardsville, which Agreement sets forth the terms and conditions for the operation of the shared Fire Prevention Bureau, including the sharing of bureau facilities and bureau staff including the Fire Official and Fire Inspectors.
3. The Township Clerk/Administrator, Township Attorney and other appropriate Township officials are further authorized to take any and all action required to comply with this Agreement.
4. This Resolution shall take effect immediately upon adoption, and the adoption of the appropriate mechanism approving the Shared Services Agreement adopted by the Township.

CERTIFICATION

**I hereby certify this is a true and exact copy of a resolution
adopted by the Bernards Township Committee on 10/27/2020.**

Rhonda Pisano, Municipal Clerk

EXPLANATORY STATEMENT

This Resolution authorizes the Shared Services Agreement with the, the Borough of Bernardsville and the Township of Bernards for the establishment and operation of a shared Fire Prevention Bureau.



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0344

Amending Resolutions for NJ Pay to Play

WHEREAS, the Township Committee of Bernards approved 2020 Pay to Play resolutions; 2020-0094, 2020-0148, 2020-0182, 2020-0214 and 2020-2221 in accordance with Ordinance #1854 "Known as Pay to Play" and P. L. 2004, Chapter 19; and

WHEREAS, pursuant to the ordinance window contracts determined to exceed \$17,500.00 and within the bid threshold of \$40,000.00 requires vendors to file a Business Entity Disclosure document; and

WHEREAS the purchasing agent has determined that the value of the expenditures with the vendor(s) on file will exceed \$ 44,000.00 in year 2020 purchases.

NOW BE IT RESOLVED, effective July 1, 2020, Governor Phil Murphy has exercised the statutory authority pursuant to N.J.S.A. 52:34-7 to adjust the bid threshold for awarding contracts by governmental contracting units to \$ 44,000.00.

NOW THEREFORE BE IT FURTHER RESOLVED, N.J.S.A. 40A: 11-9 (b) provides that a government unit which employs a Qualified Purchasing Agent can take advantage of the adjusted bid threshold of \$ 44,000.00 pursuant to N.J.S.A. 40A: 11-3a thus amending the aforementioned resolutions and grants the authorization to negotiate and award such contracts below the bid threshold.

Agenda and Date Voted: October 27, 2020

EXPLANATORY STATEMENT

Passage of this resolution provides for the municipality under N.J.S.A. 52:34-7 for the procurement of goods and services up to the amount of \$ 44,000.00 from noted vendor(s) relative to the day to day operation of the township departments.

Date: September 29, 2020

Francis J. Decibus, QPA, RPPO Purchasing Agent

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.

Date: September 29, 2020

Francis J. Decibus, QPA, RPPO Purchasing Agent

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0345

Resolution Authorizing the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. to Lease, License, Rent or Otherwise Permit the Use of the Farmstead Property for Classes, Programs, Events and Meetings Consistent with the Purpose of a Lease Agreement with Christina White to Use Space Solely as an artist studio

WHEREAS, the Township of Bernards owns the real property identified as Block 8401, Lot 23 (formally known as Block 185, Lot 20.03), consisting of approximately 4.397± acres, and located at 450 King George Road in the Township of Bernards, County of Somerset, State of New Jersey (the “Property”); and

WHEREAS, the Property contains an “English Barn,” “Farm House,” Wagon House,” “Cow Shed,” and other ancillary structures, which are on the New Jersey Historic Register and the National Register of Historic Places; and

WHEREAS, the Township and the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. (“Friends”) entered into Lease Agreement C1775-1, dated March 29, 2005, for the Property (the “Lease”), which was thereafter amended to increase the term of the Lease; and

WHEREAS, Sections 2 and 3 of the Lease provide that Friends may provide access to Township residents for meetings and other appropriate events, provide alternate uses, and sublet or assign any interests in the Lease, subject to the prior written approval of the Township; and

WHEREAS, by email dated October 20, 2020, the Friends requested approval to permit a lease agreement with Christina White for use of space solely as an artist studio; and

WHEREAS, the Township Committee has reviewed the proposed non-exclusive license agreement and finds it consistent with public purposes of the Lease and Mission and Vision of the Friends.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bernards, in the County of Somerset and State of NJ, that the Township of Bernards hereby grants authorization to the Friends of the Kennedy-Martin-Stelle Farmstead, Inc., to enter into a non-exclusive lease agreement with Christina White, 258 Long Meadow Rd., Bedminster, NJ 07921, from January 1, 2021 to June 30, 2021.

BE IT FURTHER RESOLVED that the Township hereby explicitly reserves the right to revoke the authorization herein granted to Friends at its sole discretion.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

EXPLANATORY STATEMENT

License renewal for Christina Whiter at KMS Farmstead; Christina White is unable to commit to the standard 12 month renewal period at this time due to personal circumstances and has requested a 6 month lease term.
Thank you, Leslie Workman, President
Dated: October 20, 2020

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "**License**") made as of the 15th of November 2020 by and between **FRIENDS OF THE KENNEDY MARTIN STELLE FARMSTEAD, INC.**, a New Jersey non-profit corporation ("**Licensor**"), having an address at PO Box 155, Basking Ridge, New Jersey, and Christina White, an individual having an address at 258 Long Meadow Rd., Bedminster, NJ 07921, cell [646 594.3092](tel:6465943092) (the "**Licensee**").

W I T N E S S E T H:

WHEREAS, Licensor is a tenant under that certain Lease Agreement dated March 29, 2005, as amended (the "**Lease**") with The Township of Bernards ("**Landlord**") for a certain Building (the "**Building**") known as "The Kennedy Martin Stelle Farmstead," located at 450 King George Road, Basking Ridge, 07920; and

WHEREAS, Licensee wishes to license from Licensor dedicated space known as the "North Bedroom 206" on the 2nd Floor (the "**Space**") which is located in the Building, and Licensor is willing to permit such licensing upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of License.** Subject to terms of this License, Licensor hereby grants unto Licensee a non-exclusive revocable license to use the Space. The location of the Space within the Building is shown on Schedule A attached hereto and made a part hereof. Licensee covenants and agrees to use the Space solely as a studio for art production, and other permitted art uses and for no other purpose or purposes. In addition to the Space, Licensee will have shared access to the Building's shared space which includes the restrooms and the reception area. Licensee may also request permission to use the Kennedy Room for meetings for a fee of \$10 per hour, to be paid with the next month's licensing fee. Licensee agrees not to smoke or permit smoking or use or permit the use of open flames or hazardous materials in the Space or Building. Licensee will have no more than 7 persons in the Space at any one time, and no more furniture in the Space than seating for 3 people, 1 work stations and 2 drawer filing cabinets. Space heaters are not permitted.

2. **Term.** (a) The term of this License (the "**Term**") shall commence January 1, 2021 at 9:00 a.m. (the "**Commencement Date**"), and shall expire on June 30, 2021 at 9:00 a.m., subject to renewal as provided below (the "**Termination Date**"). At the expiration or earlier termination of this License, Licensee shall immediately surrender possession of the Space to Licensor in the same condition as existing on the Commencement Date, except for reasonable wear and tear, in broom clean condition, with all of Licensee's personal property, teaching materials, supplies and equipment removed.

(b) The Licensor shall have the right and the option to extend the Term of this License for successive 12 month periods (each a "**Renewal Period**"). To exercise such right, Licensor shall send to Licensee a renewal notice on or before the thirtieth (30th) day preceding the expiration of the then current Term. The Licensee shall have five (5) days to object to such renewal by delivering written notice to Licensor indicating its intent not to renew by the end of such fifth day. Any notice

delivered by one Licensee shall bind the other to its terms. In the event Licensor does not receive an objection from Licensee within such five days, the Licensor shall notify the then Municipal Clerk of the Landlord via e-mail of the parties' intent to renew the Term of the License for the Renewal Period.

Upon receipt of such notice, Landlord has agreed to place the approval of the renewal of this License on the agenda of the next occurring Township Council meeting that month. If approved by the Landlord, in the event the Term is renewed for the Renewal Period, then all the terms and conditions of the License shall apply to the Renewal Period.

(c) Notwithstanding anything to the contrary herein, the Licensor shall have the right to terminate this License upon thirty (30) days written notice to Licensee. Notwithstanding the foregoing, Licensee acknowledges that this License is revocable at will by Licensor, and Licensor's right to revoke this License is not subject to or contingent upon whether Licensee is in default of the terms of this License.

3. License Fee.

(a) Licensee shall pay to Licensor's designee, KMS Farmstead, Inc., for the use of the Space a license payment equal to two hundred sixty-five (\$265.00) Dollars per month (the "**License Fee**"). The monthly installments of the License Fee shall be paid at least ten (10) days in advance, without set-offs or deductions of any kind, on the first of each month, and each monthly anniversary thereof.

(b) Upon the execution of this License, Licensee shall pay to Licensor's designee, KMS Farmstead, Inc., a security deposit in the amount of two hundred fifty dollars (\$250.00) (the "**Security Deposit**"), which may be carried over from the previous license term. The Security Deposit shall be held by Licensor without interest, and shall be applied by Licensor toward the cost of repairing or replacing any equipment damaged or removed from the Space and toward repair of damage (other than ordinary wear and tear) to the Space or for any other liabilities or indebtedness of Licensee to Licensor. This deposit is not to be used or applied by Licensee as a substitute for rent due any month but may be so applied by Licensor at any time at Licensor's option. The use, application or retention of the Security Deposit, or any portion thereof, by Licensor shall not prevent Licensor from exercising any other right or remedy provided by this License or by law and shall not operate as a limitation on any recovery to which Licensor may otherwise be entitled. If any portion of the Security Deposit is used, applied or retained by Licensor for the purpose set forth above, Licensee agrees, within ten (10) days after a written demand therefor is made by Licensor, to deposit cash with Licensor in an amount sufficient to restore the Security Deposit to its required amount; however, nothing contained herein shall require Licensor to make such demand upon Licensee. The balance of the Security Deposit, if any, will be refunded to Licensee within thirty (30) days after the end of the License Term, as the same may be extended, and after Licensee has vacated said Space after due notice to Licensor.

(c) If any installment of the License Fee is not paid within three (3) days of its due date, Licensee shall pay to Licensor, on demand, a late charge equal to twenty (\$20.00) Dollars. The late charge is not intended as a penalty but is intended to compensate Licensor for the extra expense Licensor will incur to send out late notices and handle other matters resulting from the late payment. The late charge shall be in addition to all rights and remedies that Licensor has hereunder, at law, or in equity.

4. Condition of Space; Access.

(a) Licensee has inspected the Space and agrees to accept the Space in its “AS-IS” condition as of the date of this License. Licensor has no obligation to perform any work in the Space. Licensee shall not make any alterations, additions or improvements to the Space without the prior written consent of Licensor, which consent Licensor shall not be required to give.

(b) Licensee shall, at its sole cost and expense, keep the Space in good order and condition (except for ordinary wear and tear) and shall make all non-structural repairs and replacements, and shall take such other action as may be necessary or appropriate to keep and maintain the Space in good order and condition. All repairs made by Licensee must be at least equal in quality to the original work, and if required by Landlord or Licensor, shall be conducted by a fully licensed professional.

(c) Each Licensee will be given a key to the Building and the access code to the security system, both of which must be kept strictly confidential and may not be disclosed or provided to any other party. Licensee must sign in and out any assistants, students, invitees, guests or licensees of Licensee, all of whom must be accompanied by Licensee at all times. Licensee shall have 24 hour access to the Building 7 days a week subject to Bernard Township’s snowplowing schedule or other conditions beyond the control of Licensor. Licensor is not obligated to provide security for the Building. Licensor reserves the right to change the key and the access code to the Building from time to time and shall inform Licensee of such changes.

(d) Licensee covenants and agrees that (i) no waste or damage shall be committed upon or to the Space, (ii) the Space shall be used for only the purpose set forth in Section 1, (iii) the Space shall not be used for any unlawful purpose and no violations of law or ordinance or duly constituted authority shall be committed thereon, and (iv) Licensee shall conduct its business in a good and orderly manner, and shall keep the Space in a clean and sanitary condition.

(e) Landlord and Licensor and their respective contractors, consultants and employees shall have the right to enter the Space for inspection, maintenance and repairs at all reasonable times during the Term, or any extension thereof.

(f) Licensor shall not be responsible for any interruption or curtailment of any services to the Building, Premises or the Space, and no such interruption or curtailment shall entitle Licensee to make any claim or offset against Licensor.

(g) Licensee shall not cause or permit any hazardous substance or hazardous wastes to be brought, kept or stored within the Space, and shall not engage in or permit any other person or entity to engage in any activity, operation or business within the Space which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances or hazardous wastes. Licensee shall not cause, or permit to occur, any offensive behavior, or noxious odors or emissions from the Space.

(h) Licensee shall not permit any lien upon the Space or the Building. Within ten (10) days after receipt of notice thereof, Licensee shall discharge any lien on the Space, or any sums payable under this License caused by or arising out of Licensee’s acts or Licensee’s failure to perform any obligation under this License.

5. Legal Requirements. (a) Licensee shall (i) comply with all legal requirements applicable to the Space and Licensee's use thereof, including any rules and regulations promulgated by Licensors or the Township of Bernards for the Building, and (ii) maintain and comply with all permits, licenses and other authorizations required by any governmental authority for Licensee's use of the Space and for the proper operation, maintenance and repair of the Space.

(b) The Licensee shall not consume or allow or permit others to consume alcohol in the Space or Building.

6. Insurance.

(A) If Licensee is using the Space for "Private" use, Licensee shall obtain, and shall keep in full force and effect during the Term, proof of homeowners or renters insurance with a minimum of \$300,000 in personal liability coverage."Private" use is for personal use, and not sponsored for the benefit of an organization, club, business, and governmental unit, non-profit or for-profit entity. Licensee certifies that she is using the Space for Private use. If Licensee is a corporation, group, club, business, governmental unit, non-profit or for-profit entity, Licensee must provide proof of insurance with a minimum of \$1 million in liability coverage. The description of operations on the Certificate of Insurance for nonprivate use shall state: "Bernards Township and the Friends of the Kennedy Martin Stelle Farmstead Inc. are to be named as ADDITIONAL INSURED on the general liability insurance with respect to (insert Licensee's name) use of a studio at Farmstead Arts for the period from (insert dates of license). In addition, if applicable, Licensee shall obtain and provide workers compensation insurance in accordance with the requirements of the laws of the State of New Jersey.

(b) On or prior to the Commencement Date, Licensee shall deliver to Licensors original or duplicate policies or certificates evidencing all insurance Licensee is obligated to carry under this License naming Licensors and the Township of Bernards as additional insureds with respect to liability insurance. The policies of insurance required to be maintained by Licensee shall be issued by insurers that are authorized to do business in the State of New Jersey and are rated at least A (Class X) in Best's Key Rating Guide. All such policies must provide that thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage will be given to Licensors.

(c) If Licensee fails to maintain the insurance required by this License, Licensors may, but will not be obligated to, obtain, and pay the premiums for, such insurance. Upon demand, Licensee shall promptly pay to Licensors all amounts paid by Licensors pursuant to this Section 6. Licensee shall assume all risk of damage to Licensee's property, equipment and fixtures occurring in or about the Space or Building, whatever the cause of such damage or casualty. Licensee hereby waives any right of subrogation in connection with any insurance policies obtained by Licensee.

7. Indemnification. Licensee hereby agrees to indemnify and hold Licensors harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of (i) Licensee's use of the Space or Building, (ii) any personal injury or property damage occurring in or about the Space or Building caused by the acts of Licensee or its employees, servants, agents, guests, visitors or invitees, or (iii) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms

or conditions contained in this License on Licensee's part to be performed or complied with. This provision shall survive the expiration or earlier termination of this License.

8. Assignment; Subordination. (a) Neither this License nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of Licensors in its sole and absolute discretion. Licensee expressly covenants that it shall not assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License, or sublicense the whole or any part of the Space, or permit, or suffer to permit, the Space to be used by anyone other than those persons authorized hereunder. Any such attempt to assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License in contravention of this paragraph shall be void and of no force and effect. If Licensee wants to share the Space, the person who will share the Space must be approved by Licensors and the Township Committee, and that person must sign an acceptable agreement with the Licensors.

(b) This License and the term and estate hereby granted are subject and subordinate to the Lease and the lien of each mortgage which now or at any time hereafter affects all or any portion of the Space or Landlord's interest therein and to all ground or master leases which now or at any time hereafter affect all or any portion of the Building (any such mortgage or ground lease, together with the Lease, being referred to herein as an "***Underlying Encumbrance***"). The subordination of this License and the term and estate hereby granted to an Underlying Encumbrance will be self-operative and no further instrument will be required to effect any such subordination; provided, however, that, upon not less than ten (10) days' prior notice by Licensors, Licensee shall execute, acknowledge and deliver to Licensors any and all reasonable instruments that may be necessary or proper to effect such subordination or to confirm or evidence the same.

9. Default. (a) If Licensee shall (i) fail to pay any installment of the License Fee when due, or fail to pay when due any other payment required by this License, (ii) default in the performance or observance of any agreement or condition on its part to be performed or observed under this License, and fail to cure such default within ten (10) days of written notice from Licensors, (iii) abandon or vacate the Space, or (iv) remove, or attempt to remove, or manifest an intention to remove Licensee's goods or property from the Space (except in the ordinary and usual course of business) without having first paid Landlord all installments of the License Fee for the balance of the Term, then Licensee shall be deemed to be in default of this License, and Licensors may immediately, or at any time thereafter, and without further notice, terminate this License, and Licensee shall forthwith quit the Space but Licensee shall remain liable to Licensors for all money due hereunder for the entire Term and other damages arising directly from said default.

(b) If Licensee is in default beyond any applicable grace period, the balance of all License Fees and other charges to become due throughout the Term hereof shall, at the option of Licensors, be accelerated and shall be immediately due and payable, and Licensors may in its own name, but as agent for Licensee, assign, sublet or relet the Space for any period equal to or greater or less than the remainder of the Term hereof for any sum which Licensors may deem reasonable to any lessee Licensors may select, and for any use or purpose which Licensors may designate. With or without terminating this Lease, Licensors may re-enter and take possession of the Space and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Licensors's intention to re-enter the Space being hereunder expressly waived.

(c) If the full Licensee Fee for the entire Term, as may be extended, and as provided herein plus the costs, expenses and damages hereafter described shall not be realized by

Licensor, Licensee shall be liable for all damages sustained by Licensor, including, without limitation, deficiency in Licensee Fee, reasonable attorneys' fees, and the expense of placing the Space in first-class rentable condition. Licensor shall in no way be responsible or liable for any failure to relet the Space or any part thereof, or any failure to collect any License Fee due and/or accrued from such reletting, with the understanding that Licensor may elect to hold Licensee liable for the License Fee, and any and all other items of cost and expense which Licensee shall have been obligated to pay throughout the remainder of the Term.

(d) All rights and remedies of Licensor set forth herein are in addition to all other rights and remedies available to Licensor at law or in equity. All rights and remedies available to Licensor hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Licensor of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default by Licensee hereunder or of any of Licensor's rights or remedies in connection therewith. Licensor shall not be deemed to have waived any default by Licensee hereunder unless such waiver is set forth in a written instrument signed by Licensor.

(e) If after five (5) days following the expiration, termination or cancellation of this License, Licensee has failed to remove any property brought upon the Space by Licensee, then in such event, at Licensor's option, (i) said property shall be deemed abandoned by Licensee and shall become the property of Licensor, or (ii) Licensor may notify Licensee to remove said property at Licensee's own cost and expense. If Licensor elects to notify Licensee to remove said property and Licensee fails to do so within the period set forth in Licensor's notice, then, upon such failure, Licensor may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Licensee, and store the same in the name and at the expense of Licensee or those claiming through or under Licensee under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said property for non-payment of storage charges, and without in any way being liable for conversion or negligence of any person in caring for said property while in storage; in such event, Licensee agrees to pay to Licensor, upon demand, irrespective of length of time of storage, all removal and storage costs incurred by Licensor.

10. LICENSE ONLY. LICENSEE AGREES AND ACKNOWLEDGES THAT ITS RIGHTS HEREUNDER TO OCCUPY THE SPACE IS PURSUANT TO THIS LICENSE AND THAT NO LANDLORD-TENANT RELATIONSHIP AND NO TENANCY, LEASEHOLD OR ESTATE RIGHTS ON THE PART OF LICENSEE IN THE SPACE SHALL AT ANY TIME BE CONSTRUED TO ARISE, EXIST OR TO HAVE BEEN CREATED BY THE EXECUTION AND DELIVERY OF THIS LICENSE. LICENSEE HEREBY EXPRESSLY ACKNOWLEDGES (I) THAT IT HAS NO INTEREST OR ESTATE IN THE SPACE, (II) THAT THE PROVISIONS OF THIS LICENSE, INCLUDING THE BENEFITS AND BURDENS, DO NOT RUN WITH THE LAND, AND (III) THAT THIS LICENSE SHALL NOT BE DEEMED COUPLED WITH AN INTEREST UNDER ANY CIRCUMSTANCES. LICENSEE AGREES AND ACKNOWLEDGES THAT NOTHING IN THIS LICENSE, OR ANY RENEWAL HEROF, OR APPROVAL HEREOF BY LANDLORD, GIVES LICENSEE ANY CONTRACT OR OTHER RIGHT OR REMEDY AGAINST LANDLORD.

11. Independent Contractor; No Partnership. Licensor and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this License. Nothing herein contained shall make, or be construed to make, Licensor or Licensee a partner of one

another, nor shall this License be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

12. Limited Liability. Nothing herein shall permit Licensee or any other person or entity to bring any liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses against any partner (disclosed or undisclosed) in Licensor, or any officer, director or shareholder, beneficiary, employee, agent or representative in Licensor, nor shall any of them be liable or accountable for any damages, costs, expenses or liabilities arising, directly or indirectly, out of this License, and Licensee hereby waives the right to bring any such proceeding or cause of action.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when received if delivered by hand or sent by overnight mail, or on the third (3rd) business day following the date when sent by first class, registered or certified mail, postage prepaid, addressed, or upon transmission if sent by facsimile transmission with confirmed receipt, (a) if to Licensee, at the address specified above, or at such other address as Licensee shall have furnished to Licensor in writing; or (b) if to Licensor, at the address specified above, or at such other address as Licensor shall have furnished to Licensee in writing.

14. Miscellaneous. This License shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting of a license to Licensee to use the Space. No modification, waiver or amendment of this License or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto. If any provision of this License shall be deemed to be invalid or unenforceable, the remainder of this License shall not be affected thereby. This License shall be governed by and construed in accordance with the internal laws of the State of New Jersey. This License may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day, month and year first above written.

WITNESS:

LICENSOR:

**FRIENDS OF THE KENNEDY MARTIN STELLE
FARMSTEAD, INC.,** a New Jersey non-profit
corporation

By: _____

Name: Leslie Workman

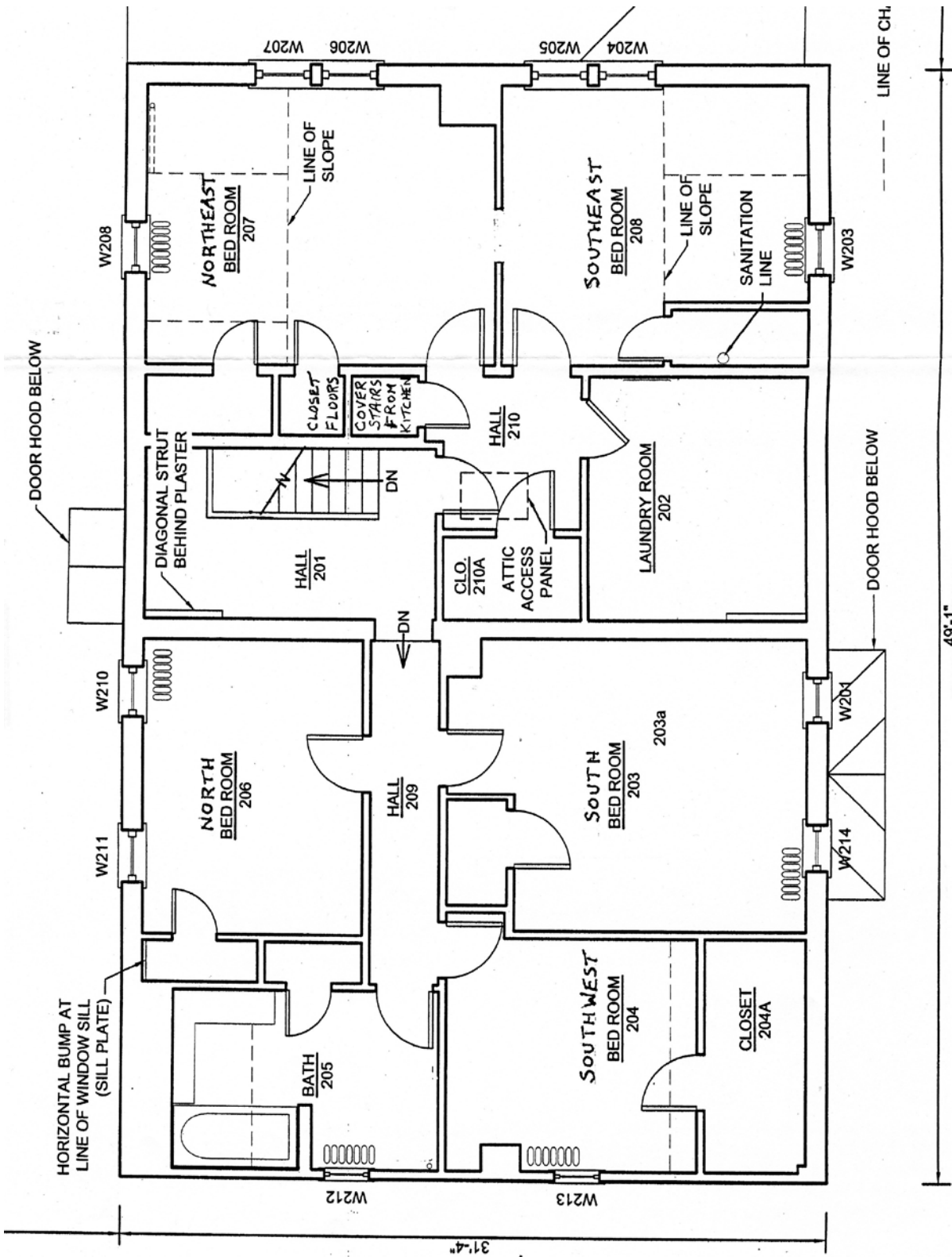
Title: President

WITNESS:

LICENSEE:

Christina White

SCHEDULE A





Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0346

Resolution Authorizing the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. to Lease, License, Rent or Otherwise Permit the Use of the Farmstead Property for Classes, Programs, Events and Meetings Consistent with the Purpose of a Lease Agreement with Edward Walter to Use Space Solely as studio for writing and art production

WHEREAS, the Township of Bernards owns the real property identified as Block 8401, Lot 23 (formally known as Block 185, Lot 20.03), consisting of approximately 4.397± acres, and located at 450 King George Road in the Township of Bernards, County of Somerset, State of New Jersey (the “Property”); and

WHEREAS, the Property contains an “English Barn,” “Farm House,” Wagon House,” “Cow Shed,” and other ancillary structures, which are on the New Jersey Historic Register and the National Register of Historic Places; and

WHEREAS, the Township and the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. (“Friends”) entered into Lease Agreement C1775-1, dated March 29, 2005, for the Property (the “Lease”), which was thereafter amended to increase the term of the Lease; and

WHEREAS, Sections 2 and 3 of the Lease provide that Friends may provide access to Township residents for meetings and other appropriate events, provide alternate uses, and sublet or assign any interests in the Lease, subject to the prior written approval of the Township; and

WHEREAS, by email dated October 20, 2020, the Friends requested approval to permit a lease agreement with Edward Walter for use of space solely as a studio for writing and art production; and

WHEREAS, the Township Committee has reviewed the proposed non-exclusive license agreement and finds it consistent with public purposes of the Lease and Mission and Vision of the Friends.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bernards, in the County of Somerset and State of NJ, that the Township of Bernards hereby grants authorization to the Friends of the Kennedy-Martin-Stelle Farmstead, Inc., to enter into a non-exclusive lease agreement with Edward Walter, at 258 Long Meadow Rd., Bedminster, NJ 07921, from January 1, 2021 to June 30, 2021.

BE IT FURTHER RESOLVED that the Township hereby explicitly reserves the right to revoke the authorization herein granted to Friends at its sole discretion.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk

EXPLANATORY STATEMENT

License renewal for Edward Walter at KMS Farmstead; Edward Walter is unable to commit to the standard 12 month renewal period at this time due to personal circumstances and has requested a 6 month lease term.
Thank you, Leslie Workman, President
Dated: October 20, 2020

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "***License***") made as of the 1st day of November 1, 2020 by and between **FRIENDS OF THE KENNEDY MARTIN STELLE FARMSTEAD, INC.**, a New Jersey non-profit corporation ("***Licensor***"), having an address at PO Box 155, Basking Ridge, New Jersey, and Edward Walter, an individual having an address at 258 Long Meadow Rd., Bedminster, NJ 07921, cell 646-594-3091, email: ed@strategystudio.com (the "***Licensee***").

W I T N E S S E T H:

WHEREAS, Licensor is a tenant under that certain Lease Agreement dated March 29, 2005, as amended (the "***Lease***") with The Township of Bernards ("***Landlord***") for a certain Building (the "***Building***") known as "The Kennedy Martin Stelle Farmstead," located at 450 King George Road, Basking Ridge, 07920; and

WHEREAS, Licensee wishes to license from Licensor dedicated space known as the "North East Bedroom" on the 2nd Floor (the "***Space***") which is located in the Building, and Licensor is willing to permit such licensing upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. Subject to terms of this License, Licensor hereby grants unto Licensee a non-exclusive revocable license to use the Space. The location of the Space within the Building is shown on Schedule A attached hereto and made a part hereof. Licensee covenants and agrees to use the Space solely as a studio for writing and art production, and other permitted art uses and for no other purpose or purposes. In addition to the Space, Licensee will have shared access to the Building's shared space which includes the restrooms and the reception area. Licensee may also request permission to use the Kennedy Room for meetings for a fee of \$10 per hour, to be paid with the next month's licensing fee. Licensee agrees not to smoke or permit smoking or use or permit the use of open flames or hazardous materials in the Space or Building. Licensee will have no more than 3 persons in the Space at any one time, and no more furniture in the Space than seating for 4 people, 2 work stations and 3 - 3 drawer filing cabinets. Space heaters are not permitted.

2. Term. (a) The term of this License (the "***Term***") shall commence January 1, 2021 at 9:00 a.m. (the "***Commencement Date***"), and shall expire on June 30, 2021 at 9:00 a.m., subject to renewal as provided below (the "***Termination Date***"). At the expiration or earlier termination of this License, Licensee shall immediately surrender possession of the Space to Licensor in the same condition as existing on the Commencement Date, except for reasonable wear and tear, in broom clean condition, with all of Licensee's personal property, teaching materials, supplies and equipment removed.

(b) The Licensor shall have the right and the option to extend the Term of this License for successive 12 month periods (each a "***Renewal Period***"). To exercise such right, Licensor shall send to Licensee a renewal notice on or before the thirtieth (30th) day preceding the expiration of the then current Term. The Licensee shall have five (5) days to object to such renewal by delivering

written notice to Licensor indicating its intent not to renew by the end of such fifth day. If there are two or more Licensees under this agreement, any notice delivered by one Licensee shall bind the other to its terms. In the event Licensor does not receive an objection from Licensee within such five days, the Licensor shall notify the then Municipal Clerk of the Landlord via e-mail of the parties' intent to renew the Term of the License for the Renewal Period. Upon receipt of such notice, Landlord has agreed to place the approval of the renewal of this License on the agenda of the next occurring Township Council meeting that month. If approved by the Landlord, in the event the Term is renewed for the Renewal Period, then all the terms and conditions of the License shall apply to the Renewal Period.

(c) Notwithstanding anything to the contrary herein, the Licensor shall have the right to terminate this License upon thirty (30) days written notice to Licensee. Notwithstanding the foregoing, Licensee acknowledges that this License is revocable at will by Licensor, and Licensor's right to revoke this License is not subject to or contingent upon whether Licensee is in default of the terms of this License.

3. License Fee.

(a) Licensee shall pay to Licensor's designee, KMS Farmstead, Inc., for the use of the Space a license payment equal to Four Hundred (\$400.00) Dollars per month (the "***License Fee***"). The monthly installments of the License Fee shall be paid at least ten (10) days in advance, without set-offs or deductions of any kind, the first day of each month, and each monthly anniversary thereof.

(b) Upon the execution of this License, Licensee shall pay to Licensor's designee, KMS Farmstead, Inc., a security deposit in the amount of Three Hundred Ninety dollars (\$390.00) (the "***Security Deposit***"), which may be carried over from the previous license term upon renewal. The Security Deposit shall be held by Licensor without interest, and shall be applied by Licensor toward the cost of repairing or replacing any equipment damaged or removed from the Space and toward repair of damage (other than ordinary wear and tear) to the Space or for any other liabilities or indebtedness of Licensee to Licensor. This deposit is not to be used or applied by Licensee as a substitute for rent due any month but may be so applied by Licensor at any time at Licensor's option. The use, application or retention of the Security Deposit, or any portion thereof, by Licensor shall not prevent Licensor from exercising any other right or remedy provided by this License or by law and shall not operate as a limitation on any recovery to which Licensor may otherwise be entitled. If any portion of the Security Deposit is used, applied or retained by Licensor for the purpose set forth above, Licensee agrees, within ten (10) days after a written demand therefor is made by Licensor, to deposit cash with Licensor in an amount sufficient to restore the Security Deposit to its required amount; however, nothing contained herein shall require Licensor to make such demand upon Licensee. The balance of the Security Deposit, if any, will be refunded to Licensee within thirty (30) days after the end of the License Term, as the same may be extended, and after Licensee has vacated said Space after due notice to Licensor.

(c) If any installment of the License Fee is not paid within three (3) days of its due date, Licensee shall pay to Licensor, on demand, a late charge equal to twenty (\$20.00) Dollars. The late charge is not intended as a penalty but is intended to compensate Licensor for the extra expense Licensor will incur to send out late notices and handle other matters resulting from the late payment. The late charge shall be in addition to all rights and remedies that Licensor has hereunder, at law, or in equity.

4. Condition of Space; Access.

(a) Licensee has inspected the Space and agrees to accept the Space in its “AS-IS” condition as of the date of this License. Licensors has no obligation to perform any work in the Space. Licensee shall not make any alterations, additions or improvements to the Space without the prior written consent of Licensors, which consent Licensors shall not be required to give.

(b) Licensee shall, at its sole cost and expense, keep the Space in good order and condition (except for ordinary wear and tear) and shall make all non-structural repairs and replacements, and shall take such other action as may be necessary or appropriate to keep and maintain the Space in good order and condition. All repairs made by Licensee must be at least equal in quality to the original work, and if required by Landlord or Licensors, shall be conducted by a fully licensed professional.

(c) Each Licensee will be given a key to the Building and the access code to the security system, both of which must be kept strictly confidential and may not be disclosed or provided to any other party. Licensee must sign in and out any assistants, students, invitees, guests or licensees of Licensee, all of whom must be accompanied by Licensee at all times. Licensee shall have 24 hour access to the Building 7 days a week subject to Bernard Township’s snowplowing schedule or other conditions beyond the control of Licensors. Licensors is not obligated to provide security for the Building. Licensors reserves the right to change the key and the access code to the Building from time to time and shall inform Licensee of such changes.

(d) Licensee covenants and agrees that (i) no waste or damage shall be committed upon or to the Space, (ii) the Space shall be used for only the purpose set forth in Section 1, (iii) the Space shall not be used for any unlawful purpose and no violations of law or ordinance or duly constituted authority shall be committed thereon, and (iv) Licensee shall conduct its business in a good and orderly manner, and shall keep the Space in a clean and sanitary condition.

(e) Landlord and Licensors and their respective contractors, consultants and employees shall have the right to enter the Space for inspection, maintenance and repairs at all reasonable times during the Term, or any extension thereof.

(f) Licensors shall not be responsible for any interruption or curtailment of any services to the Building, Premises or the Space, and no such interruption or curtailment shall entitle Licensee to make any claim or offset against Licensors.

(g) Licensee shall not cause or permit any hazardous substance or hazardous wastes to be brought, kept or stored within the Space, and shall not engage in or permit any other person or entity to engage in any activity, operation or business within the Space which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances or hazardous wastes. Licensee shall not cause, or permit to occur, any offensive behavior, or noxious odors or emissions from the Space.

(h) Licensee shall not permit any lien upon the Space or the Building. Within ten (10) days after receipt of notice thereof, Licensee shall discharge any lien on the Space, or any sums

payable under this License caused by or arising out of Licensee's acts or Licensee's failure to perform any obligation under this License.

5. Legal Requirements. (a) Licensee shall (i) comply with all legal requirements applicable to the Space and Licensee's use thereof, including any rules and regulations promulgated by Licensor or the Township of Bernards for the Building, and (ii) maintain and comply with all permits, licenses and other authorizations required by any governmental authority for Licensee's use of the Space and for the proper operation, maintenance and repair of the Space.

(b) The Licensee shall not consume or allow or permit others to consume alcohol in the Space or Building.

6. Insurance.

(A) If Licensee is using the Space for "Private" use, Licensee shall obtain, and shall keep in full force and effect during the Term, proof of homeowners or renters insurance with a minimum of \$300,000 in personal liability coverage. "Private" use is for personal use, and not sponsored for the benefit of an organization, club, business, and governmental unit, non-profit or for-profit entity. Licensee certifies that she is using the Space for Private use. If Licensee is a corporation, group, club, business, governmental unit, non-profit or for-profit entity, Licensee must provide proof of insurance with a minimum of \$1 million in liability coverage. The description of operations on the Certificate of Insurance for nonprivate use shall state: "Bernards Township and the Friends of the Kennedy Martin Stelle Farmstead Inc. are to be named as ADDITIONAL INSURED on the general liability insurance with respect to Edward Walter's use of a studio at Farmstead Arts for the period from (insert dates of license)". In addition, if applicable, Licensee shall obtain and provide workers compensation insurance in accordance with the requirements of the laws of the State of New Jersey.

(b) On or prior to the Commencement Date, Licensee shall deliver to Licensor original or duplicate policies or certificates evidencing all insurance Licensee is obligated to carry under this License naming Licensor and the Township of Bernards as additional insureds with respect to liability insurance. The policies of insurance required to be maintained by Licensee shall be issued by insurers that are authorized to do business in the State of New Jersey and are rated at least A (Class X) in Best's Key Rating Guide. All such policies must provide that thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage will be given to Licensor.

(c) If Licensee fails to maintain the insurance required by this License, Licensor may, but will not be obligated to, obtain, and pay the premiums for, such insurance. Upon demand, Licensee shall promptly pay to Licensor all amounts paid by Licensor pursuant to this Section 6. Licensee shall assume all risk of damage to Licensee's property, equipment and fixtures occurring in or about the Space or Building, whatever the cause of such damage or casualty. Licensee hereby waives any right of subrogation in connection with any insurance policies obtained by Licensee.

7. Indemnification. Licensee hereby agrees to indemnify and hold Licensor harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of (i) Licensee's use of the Space or

Building, (ii) any personal injury or property damage occurring in or about the Space or Building caused by the acts of Licensee or its employees, servants, agents, guests, visitors or invitees, or (iii) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on Licensee's part to be performed or complied with. This provision shall survive the expiration or earlier termination of this License.

8. Assignment; Subordination. (a) Neither this License nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of Licensor in its sole and absolute discretion. Licensee expressly covenants that it shall not assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License, or sublicense the whole or any part of the Space, or permit, or suffer to permit, the Space to be used by anyone other than those persons authorized hereunder. Any such attempt to assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License in contravention of this paragraph shall be void and of no force and effect. If Licensee wants to share the Space, the person who will share the Space must be approved by Licensor and the Township Committee, and that person must sign an acceptable agreement with the Licensor.

(b) This License and the term and estate hereby granted are subject and subordinate to the Lease and the lien of each mortgage which now or at any time hereafter affects all or any portion of the Space or Landlord's interest therein and to all ground or master leases which now or at any time hereafter affect all or any portion of the Building (any such mortgage or ground lease, together with the Lease, being referred to herein as an "***Underlying Encumbrance***"). The subordination of this License and the term and estate hereby granted to an Underlying Encumbrance will be self-operative and no further instrument will be required to effect any such subordination; provided, however, that, upon not less than ten (10) days' prior notice by Licensor, Licensee shall execute, acknowledge and deliver to Licensor any and all reasonable instruments that may be necessary or proper to effect such subordination or to confirm or evidence the same.

9. Default. (a) If Licensee shall (i) fail to pay any installment of the License Fee when due, or fail to pay when due any other payment required by this License, (ii) default in the performance or observance of any agreement or condition on its part to be performed or observed under this License, and fail to cure such default within ten (10) days of written notice from Licensor, (iii) abandon or vacate the Space, or (iv) remove, or attempt to remove, or manifest an intention to remove Licensee's goods or property from the Space (except in the ordinary and usual course of business) without having first paid Landlord all installments of the License Fee for the balance of the Term, then Licensee shall be deemed to be in default of this License, and Licensor may immediately, or at any time thereafter, and without further notice, terminate this License, and Licensee shall forthwith quit the Space but Licensee shall remain liable to Licensor for all money due hereunder for the entire Term and other damages arising directly from said default.

(b) If Licensee is in default beyond any applicable grace period, the balance of all License Fees and other charges to become due throughout the Term hereof shall, at the option of Licensor, be accelerated and shall be immediately due and payable, and Licensor may in its own name, but as agent for Licensee, assign, sublet or relet the Space for any period equal to or greater or less than the remainder of the Term hereof for any sum which Licensor may deem reasonable to any lessee Licensor may select, and for any use or purpose which Licensor may designate. With or without terminating this Lease, Licensor may re-enter and take possession of the Space and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Licensor's intention to re-enter the Space being hereunder expressly waived.

(c) If the full Licensee Fee for the entire Term, as may be extended, and as provided herein plus the costs, expenses and damages hereafter described shall not be realized by Licensor, Licensee shall be liable for all damages sustained by Licensor, including, without limitation, deficiency in Licensee Fee, reasonable attorneys' fees, and the expense of placing the Space in first-class rentable condition. Licensor shall in no way be responsible or liable for any failure to relet the Space or any part thereof, or any failure to collect any License Fee due and/or accrued from such reletting, with the understanding that Licensor may elect to hold Licensee liable for the License Fee, and any and all other items of cost and expense which Licensee shall have been obligated to pay throughout the remainder of the Term.

(d) All rights and remedies of Licensor set forth herein are in addition to all other rights and remedies available to Licensor at law or in equity. All rights and remedies available to Licensor hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Licensor of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default by Licensee hereunder or of any of Licensor's rights or remedies in connection therewith. Licensor shall not be deemed to have waived any default by Licensee hereunder unless such waiver is set forth in a written instrument signed by Licensor.

(e) If after five (5) days following the expiration, termination or cancellation of this License, Licensee has failed to remove any property brought upon the Space by Licensee, then in such event, at Licensor's option, (i) said property shall be deemed abandoned by Licensee and shall become the property of Licensor, or (ii) Licensor may notify Licensee to remove said property at Licensee's own cost and expense. If Licensor elects to notify Licensee to remove said property and Licensee fails to do so within the period set forth in Licensor's notice, then, upon such failure, Licensor may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Licensee, and store the same in the name and at the expense of Licensee or those claiming through or under Licensee under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said property for non-payment of storage charges, and without in any way being liable for conversion or negligence of any person in caring for said property while in storage; in such event, Licensee agrees to pay to Licensor, upon demand, irrespective of length of time of storage, all removal and storage costs incurred by Licensor.

10. LICENSE ONLY. LICENSEE AGREES AND ACKNOWLEDGES THAT ITS RIGHTS HEREUNDER TO OCCUPY THE SPACE IS PURSUANT TO THIS LICENSE AND THAT NO LANDLORD-TENANT RELATIONSHIP AND NO TENANCY, LEASEHOLD OR ESTATE RIGHTS ON THE PART OF LICENSEE IN THE SPACE SHALL AT ANY TIME BE CONSTRUED TO ARISE, EXIST OR TO HAVE BEEN CREATED BY THE EXECUTION AND DELIVERY OF THIS LICENSE. LICENSEE HEREBY EXPRESSLY ACKNOWLEDGES (I) THAT IT HAS NO INTEREST OR ESTATE IN THE SPACE, (II) THAT THE PROVISIONS OF THIS LICENSE, INCLUDING THE BENEFITS AND BURDENS, DO NOT RUN WITH THE LAND, AND (III) THAT THIS LICENSE SHALL NOT BE DEEMED COUPLED WITH AN INTEREST UNDER ANY CIRCUMSTANCES. LICENSEE AGREES AND ACKNOWLEDGES THAT NOTHING IN THIS LICENSE, OR ANY RENEWAL HEROF, OR APPROVAL HEREOF BY LANDLORD, GIVES LICENSEE ANY CONTRACT OR OTHER RIGHT OR REMEDY AGAINST LANDLORD.

11. Independent Contractor; No Partnership. Licensor and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this License. Nothing herein contained shall make, or be construed to make, Licensor or Licensee a partner of one another, nor shall this License be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

12. Limited Liability. Nothing herein shall permit Licensee or any other person or entity to bring any liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses against any partner (disclosed or undisclosed) in Licensor, or any officer, director or shareholder, beneficiary, employee, agent or representative in Licensor, nor shall any of them be liable or accountable for any damages, costs, expenses or liabilities arising, directly or indirectly, out of this License, and Licensee hereby waives the right to bring any such proceeding or cause of action.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when received if delivered by hand or sent by overnight mail, or on the third (3rd) business day following the date when sent by first class, registered or certified mail, postage prepaid, addressed, or upon transmission if sent by facsimile transmission with confirmed receipt, (a) if to Licensee, at the address specified above, or at such other address as Licensee shall have furnished to Licensor in writing; or (b) if to Licensor, at the address specified above, or at such other address as Licensor shall have furnished to Licensee in writing.

14. Miscellaneous. This License shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting of a license to Licensee to use the Space. No modification, waiver or amendment of this License or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto. If any provision of this License shall be deemed to be invalid or unenforceable, the remainder of this License shall not be affected thereby. This License shall be governed by and construed in accordance with the internal laws of the State of New Jersey. This License may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day, month and year first above written.

WITNESS:

LICENSOR:

**FRIENDS OF THE KENNEDY MARTIN STELLE
FARMSTEAD, INC.,** a New Jersey non-profit
corporation

By: _____

Name: Leslie Workman

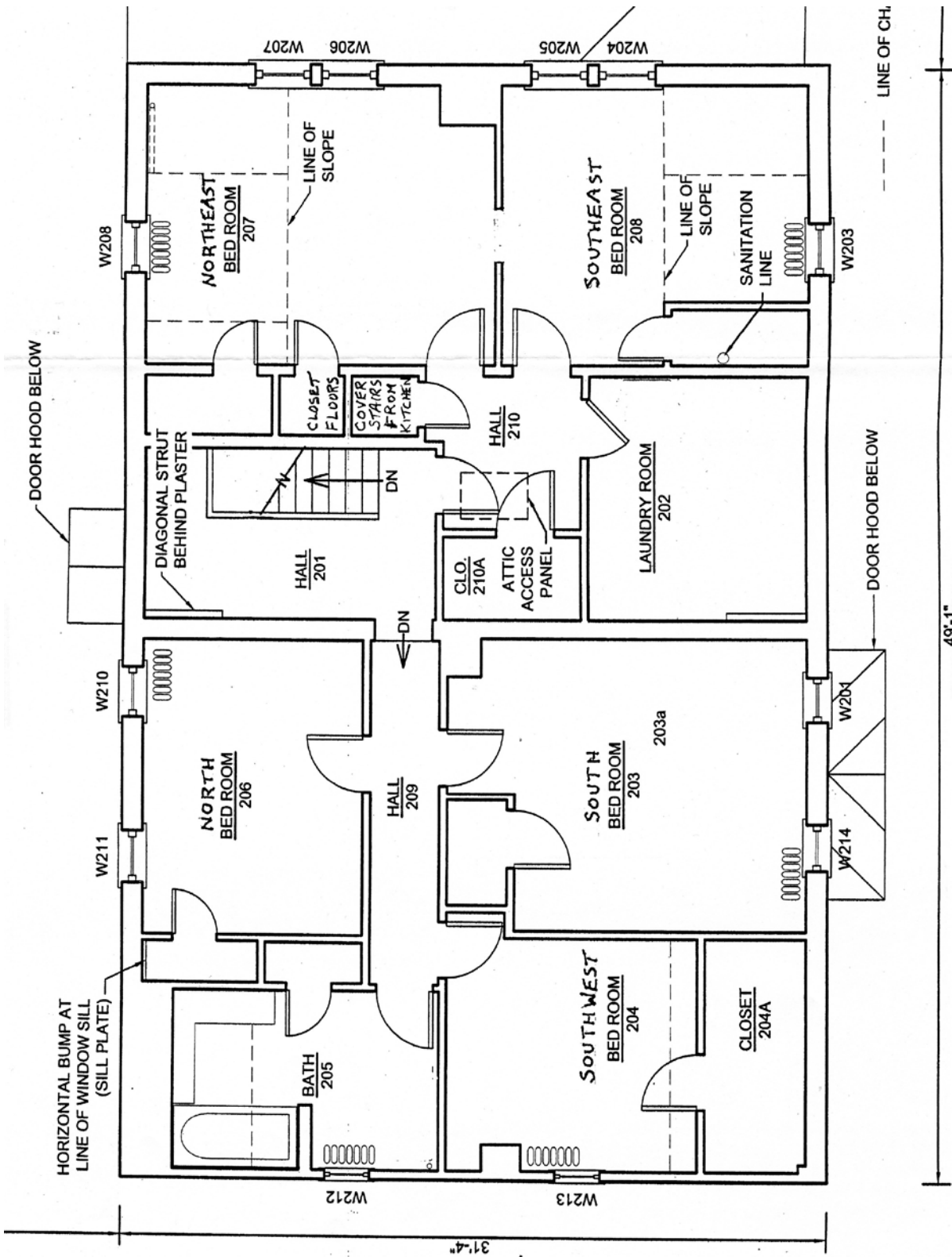
Title: President

WITNESS:

LICENSEE:

Edward Walter

SCHEDULE A





Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0347

Bernards Township Housing Rehabilitation Program
Authorizing and Approving Deferred Loan Agreement to Anthony and Angel Cassera
245 English Place Block 9202 Lot 35.06

WHEREAS, Bernards Township (hereinafter referred to as “Township”) has authorized Central Jersey Housing Resource Center (“CJHRC”) to administer the Bernards Township Housing Rehabilitation Program; and

WHEREAS, Central Jersey Housing Resource Center (CJHRC) is a nonprofit collaboration of businesses, financial institutions, social service agencies, public officials and housing advocates who work to increase the accessibility and availability of affordable housing in Central New Jersey; and

WHEREAS, CJHRC currently operates a centralized housing resource information center in Somerset County and is a HUD certified agency specialized in the state and federal housing regulations; and

WHEREAS, the principal goal of the Bernards Township Housing Rehabilitation Program is to provide funding for affordable unit qualified owners to bring substandard units up to code; and

WHEREAS, Anthony and Angel Cassera whose principal address is 245 English Place Basking Ridge, County of Somerset, in the State of New Jersey 07920 (the “Property”) are owners of an affordable housing unit; and

WHEREAS, Anthony and Angel Cassera have submitted an application to the Bernards Township Housing Rehabilitation Program for funds to be provided by way of a deferred loan to rehabilitate a central air unit and furnace; and

WHEREAS, Anthony and Angel Cassera are eligible to receive funding for the rehabilitation of their owner-occupied unit under the program pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq.; and

WHEREAS, the funding will be provided to Anthony and Angel Cassera by way of a ten-year, interest free, amortized depreciating loan in the amount of Six Thousand Eight Hundred and Eighty-Five Dollars (\$ 6,885.00).

NOW BE IT RESOLVED, by the Township Committee of the Township of Bernards that we do hereby approve the deferred loan agreement for the funds to be used for the rehabilitation on the property as set forth in the Deferred Loan Agreement and Rehabilitation Construction Contract; and

NOW THEREFORE BE IT FURTHER RESOLVED, by the Township Committee of the Township of Bernards that we do hereby authorize the Mayor and Clerk to execute the agreement and other required legal documents with Anthony and Angel Cassera on behalf of the Township; and

NOW THEREFORE BE IT FINALLY RESOLVED, by the Township Committee of the Township of Bernards that a copy of the resolution be on file and available for public inspection,

in the office of the Bernards Township Purchasing Department, Municipal Building, Basking Ridge, New Jersey 07920.

CFO CERTIFICATION

I, Sean McCarthy, Chief Financial Officer of Bernards Township, hereby certify that adequate funds are available for the above referenced loan in the not to exceed amount of \$6,885.00. Monies are available in the 2020 Affordable Housing Trust Fund line account #T-13-56-055-COA.

Date: October 19, 2020



Sean McCarthy, Chief Financial Officer

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0348

Bernards Township Housing Rehabilitation Program
Authorizing and Approving Deferred Loan Agreement to Michael Kienzle
3510 Balsam Way Block 9001 Lot 35.04

WHEREAS, Bernards Township (hereinafter referred to as “Township”) has authorized Central Jersey Housing Resource Center (“CJHRC”) to administer the Bernards Township Housing Rehabilitation Program; and

WHEREAS, Central Jersey Housing Resource Center (CJHRC) is a nonprofit collaboration of businesses, financial institutions, social service agencies, public officials and housing advocates who work to increase the accessibility and availability of affordable housing in Central New Jersey; and

WHEREAS, CJHRC currently operates a centralized housing resource information center in Somerset County and is a HUD certified agency specialized in the state and federal housing regulations; and

WHEREAS, the principal goal of the Bernards Township Housing Rehabilitation Program is to provide funding for affordable unit qualified owners to bring substandard units up to code; and

WHEREAS, Michael Kienzle whose principal address is 3510 Balsam Way Basking Ridge, County of Somerset, in the State of New Jersey 07920 (the “Property”) is an owner of an affordable housing unit; and

WHEREAS, Michael Kienzle has submitted an application to the Bernards Township Housing Rehabilitation Program for funds to be provided by way of a deferred loan to rehabilitate a central air unit and furnace; and

WHEREAS, Michael Kienzle is eligible to receive funding for the rehabilitation of his owner-occupied unit under the program pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq.; and

WHEREAS, the funding will be provided to Michael Kienzle by way of a ten-year, interest free, amortized depreciating loan in the amount of Six Thousand Nine Hundred and Forty-Five Dollars (\$ 6,945.00).

NOW BE IT RESOLVED, by the Township Committee of the Township of Bernards that we do hereby approve the deferred loan agreement for the funds to be used for the rehabilitation on the property as set forth in the Deferred Loan Agreement and Rehabilitation Construction Contract; and

NOW THEREFORE BE IT FURTHER RESOLVED, by the Township Committee of the Township of Bernards that we do hereby authorize the Mayor and Clerk to execute the agreement and other required legal documents with Michael Kienzle on behalf of the Township; and

NOW THEREFORE BE IT FINALLY RESOLVED, by the Township Committee of the Township of Bernards that a copy of the resolution be on file and available for public inspection, in the office of the Bernards Township Purchasing Department, Municipal Building, Basking Ridge, New Jersey 07920.

CFO CERTIFICATION

I, Sean McCarthy, Chief Financial Officer of Bernards Township, hereby certify that adequate funds are available for the above referenced loan in the not to exceed amount of \$6,945.00. Monies are available in the 2020 Affordable Housing Trust Fund line account #T-13-56-055-COA.

Date: October 19, 2020



Sean McCarthy, Chief Financial Officer

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0349

Awarding Professional Services Contract for Town Hall Elevator Concepts
to Kevin Settembrino, AIA, Lic #21AI01516300 of the firm Settembrino Architects, 25 Bridge
Avenue, Red Bank, NJ 07701 - In the Not to Exceed Amount of \$8,500.00

WHEREAS, the Astor Mansion was constructed in 1912, became Town Hall in 1969 and the court room addition was added in 1974; and

WHEREAS, the chair lift for the court room does not serve the current use of the addition well and consideration of potential elevator concepts is prudent; and

WHEREAS, the Township of Bernards requires Professional Architectural Services; and

WHEREAS, Kevin Settembrino, AIA, Lic #21AI01516300 of the firm Settembrino Architects, 25 Bridge Avenue, Red Bank, NJ 07701, has submitted a proposal dated October 6, 2020 outlining architectural services to the Township; and

WHEREAS, section N.J.S.A. 40A:11-5 of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) exempts such professional services from competitive bidding; and

WHEREAS, this professional services contract is not subject to the requirements of N.J.S.A. 19:44A-20.4, *et seq* and Section 2-34 of the "Township Ordinances" as the Contract is under the threshold for the ordinance as well; and

WHEREAS, the Chief Financial Officer has certified funds are available in the Town Hall Elevator Concepts capital line account #C-04-55-446-A10 line item appropriation.

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards that a professional service contract be awarded to Kevin Settembrino, AIA, Lic #21AI01516300 of the firm Settembrino Architects, 25 Bridge Avenue, Red Bank, NJ 07701 as follows:

1. The contract will encompass services as outlined in the submitted proposal October 6, 2020.
2. The contract term is from November 1, 2020 through December 30, 2020, for professional architectural services not to exceed an amount of \$8,500.00.
3. Billings must be rendered by the contractor within 30 days of service delivery.
4. **Any modification to this contract shall be in writing and signed by both parties and upon obtaining said signatures shall immediately become part of the contract.**
5. **No payments in excess of the "not to exceed" contract amounts will be approved, unless such services/expenditures are negotiated and agreed upon in advance of service delivery.**
6. As required by law, the parties to this contract agree to incorporate into this contract the mandatory affirmative action language promulgated by the Treasurer pursuant to P.L. 1975, c.127, which is attached to this resolution as Exhibit A.
7. This contract shall, for all purposes, be deemed a NJ Contract and any provisions of this contract shall be governed and interpreted with the Laws of the State of New Jersey.

8. The contractor shall report directly to Thomas Timko, P.E., Township Engineer, who will be the chief contact for the Township of Bernards on this project.

NOW THEREFORE BE IT FURTHER RESOLVED, by the Township Committee of the Township of Bernards that a copy of the resolution be placed on file and available for public inspection in the office of the Bernards Township Purchasing Agent.

I agree to the terms as stated in the Resolution and by signing this document I, am committed to follow all terms of this award.

Kevin Settembrino, AIA, #21AI01516300, Principal

Agenda and Date Voted: October 27, 2020

Explanatory Statement

Nine responses were received for the RFP ranging in price from \$4,985 to \$23,800. Settembrino Architects has extensive experience with the design of public buildings and presented the best proposal. Lower cost proposals did not have the same experience as Settembrino Architects.

Date: October 16, 2020

Thomas Timko, P.E., C.M.E.
Township Engineer

CFO CERTIFICATION

I, Sean McCarthy, Chief Financial Officer of Bernards Township, hereby certify that adequate funds are available for the above referenced purchase in the not to exceed amount of \$8,500.00. Monies are available in #C-04-55-446-A10, Town Hall Elevator Concepts.

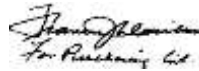
Date: October 20, 2020



Sean McCarthy, Chief Financial Officer

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.



Date: October 19, 2020

Francis J. Decibus, QPA, Purchasing Agent

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920

908-766-2510; www.bernards.org

Resolution #2020-0350

Resolution of the Township of Bernards Township Committee

Adopting Emergency Remote Meeting

Protocols, Procedures and Requirements for Public Participation at Remote Meetings

WHEREAS, the purpose of N.J.A.C. 5:39-1 et seq., Emergency Remote Meeting Protocol for Local Public Bodies, is to ensure that local public bodies can continue to conduct official business in an open and transparent manner whenever a declared emergency exists that prohibits physical attendance by members of the public; and

WHEREAS, a “declared emergency” means a public health emergency pursuant to the Health Powers Act, N.J.S.A. 26:13-1 et seq., or a state of emergency, pursuant to P.L. 1942, c. 251 or both, or a state of local disaster emergency which has been declared by the Governor and is in effect; and

WHEREAS, N.J.A.C. 5:39-1.3 permits a local public body to hold a remote public meeting to conduct public business during a declared emergency if the emergency reasonably prevents a local public body from safely conducting public business at a physical location with members of the public present; and

WHEREAS, if during a declared emergency the Township Committee of the Township of Bernards (“Township Committee”) holds a physical meeting in a location where, pursuant to State/Federal guidelines meant to mitigate risk, capacity restrictions are required to reduce the number of individuals that can be present in a meeting, the Township Committee shall either:

- 1) Hold the public meeting at another location with adequate capacity for the reasonable expected attendance by the public; or
- 2) Hold the public meeting as both an in-person and remote public meeting; and

WHEREAS, a public meeting held solely in-person without a remote access alternative provided shall not prohibit members of the public from attending in person; and

WHEREAS, adequate notice of the remote public meeting shall also include, in addition to the Open Public Meeting Act requirements of N.J.S.A. 10:4-8, clear and concise instructions for accessing the remote public meeting, the means for making public comment and how to access any public documents on the Township’s website in the manner set forth at N.J.A.C. 5:39-1.5; and

WHEREAS, at the commencement of a remote public meeting the Mayor or the Mayor’s designee, or in his or her absence, the Township Clerk, shall announce publicly and shall cause to

be entered into the minutes an accurate statement regarding adequate and electronic notice or an explanation of the reason or reasons such notice was not adequately provided as set forth in N.J.A.C. 5:39-1.5(g); and

WHEREAS, prior to the commencement of a remote public meeting, the Township Committee shall make a copy of the agenda available to the public for download on the Township's website and shall post a copy of same at the building where the meeting would otherwise be held, including posting of same at any designated and clearly delineated handicap accessible entrance to the building, by no later than 3:00 PM on the date of the meeting; and

WHEREAS, the content of the electronic notice shall be posted on the main access door of the building where the public would routinely attend public meetings of the local public body in person and the notice must be viewable from the outside; and

WHEREAS, the electronic communications used for a remote public meeting shall have a function that allows the Township Committee to mute the audio of all members of the public, as well as allow members of the public to mute themselves, and same shall be announced at the beginning of every remote public meeting; and

WHEREAS, pursuant to N.J.A.C. 5:39-1, if the Township Committee holds a remote meeting to conduct public business, it shall use electronic communication technology routinely used in business settings that can be accessed by the public at no cost and with participant capacity consistent with the reasonable expectations of the Township Committee for the type of public meeting being held, and such participant capacity shall, at minimum, not be limited to fewer than 50 public participants (not including persons required to be present to conduct business at the meeting such as the Township Committee members and Township Committee professionals); and

WHEREAS, remote public meetings may be held by the Township Committee in a format as selected by the Township Committee, by means including, but not limited to, electronic communications platforms with video and audio or live streaming via the internet and shall, additionally, provide a telephonic conference line to allow members of the public to dial in by telephone to listen and to provide public comment; and

WHEREAS, when the Township Committee holds a remote public meeting, it shall allow members of the public to ask questions by audio or by audio and video if the meeting is being held over both; and

WHEREAS, any remote public meeting where sworn testimony is being taken shall be broadcast by video, as well as audio, and all individuals giving sworn testimony, including members of the public making comments, shall appear by video; and

WHEREAS, any presentation or documents that would otherwise be viewed by, or made available to, members of the public physically attending an in-person public meeting shall be made available on the internet website of the Township or made visible during the video broadcast of the remote public meeting; and

WHEREAS, in addition to making public comments at any remote public meeting, the Township Committee in advance of the remote meeting shall allow public comments to be submitted to the Clerk by electronic mail and in written letter form by a reasonable deadline to be established and posted on the website in advance of the remote public meeting; and

WHEREAS, public comments submitted prior to the remote public meeting through electronic or regular mail shall be read aloud and addressed during the remote public meeting in a manner audible to all meeting participants and the public; and

WHEREAS, a reasonable time limit shall be placed on the reading of individual written comments, all of which shall be read from the beginning until the established time limit is reached; and

WHEREAS, in support of, and respect for, an open, fair and informed decision-making process, the Township Committee recognizes that civil, respectful and courteous discourse and behavior are conducive to the democratic and harmonious airing of concerns and decision making; and

WHEREAS, in an effort to preserve the intent of open government and maintain a positive environment for citizen input and Township Committee decision making, policies and rules shall be established to promote civility and maintain decorum at in-person public meetings and remote public meetings in accordance with N.J.A.C. 5:39-1.4 (f)-(h); and

WHEREAS, if a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the Mayor or the Mayor's designee, or in their absence the Clerk, shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in the member of the public being prevented from speaking during the remote public meeting or removed from the remote public meeting; and

WHEREAS, disruptive conduct at an in-person public meeting or remote public meeting includes sustained inappropriate behaviors including, but not necessarily limited to, shouting, interruption, and use of profanity; and

WHEREAS, any member of the public who continues to act in a disruptive manner at a remote public meeting after receiving an initial warning, may be muted while other members of the public are allowed to proceed with their questions or comments; and

WHEREAS, if time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make comment and, if the person still remains disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bernards, that the standards and procedures for emergency remote meetings, as set forth in this resolution and as codified in N.J.A.C. 5:39-1 et seq., are hereby established and adopted; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that procedures and requirements for public participation are hereby established and adopted in order to safeguard public participation in any in-person or remote public meetings of the Township Committee of the Township of Bernards and shall apply to all members of the public in attendance at any in-person public or remote public meeting of the Township Committee of the Township of Bernards; and

NOW, THEREFORE, BE IT FINALLY RESOLVED by the Township Committee as follows:

- Section 1. The foregoing recitals are incorporated herein as if set forth in full;
- Section 2. This Resolution shall take effect immediately.

Agenda Date and Vote: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution #2020-0352

Resolution Authorizing the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. to Lease, License, Rent or Otherwise Permit the Use of the Farmstead Property for Classes, Programs, Events and Meetings Consistent with the Purpose of a Lease Agreement with Gretchen Thomas to Use Space Solely as artist studio

WHEREAS, the Township of Bernards owns the real property identified as Block 8401, Lot 23 (formally known as Block 185, Lot 20.03), consisting of approximately 4.397± acres, and located at 450 King George Road in the Township of Bernards, County of Somerset, State of New Jersey (the "Property"); and

WHEREAS, the Property contains an "English Barn," "Farm House," Wagon House," "Cow Shed," and other ancillary structures, which are on the New Jersey Historic Register and the National Register of Historic Places; and

WHEREAS, the Township and the Friends of the Kennedy-Martin-Stelle Farmstead, Inc. ("Friends") entered into Lease Agreement C1775-1, dated March 29, 2005, for the Property (the "Lease"), which was thereafter amended to increase the term of the Lease; and

WHEREAS, Sections 2 and 3 of the Lease provide that Friends may provide access to Township residents for meetings and other appropriate events, provide alternate uses, and sublet or assign any interests in the Lease, subject to the prior written approval of the Township; and

WHEREAS, by email dated October 21, 2020 the Friends requested approval to permit a lease agreement with Gretchen Thomas for use of space solely as an artist studio; and

WHEREAS, the Township Committee has reviewed the proposed non-exclusive license agreement and finds it consistent with public purposes of the Lease and Mission and Vision of the Friends.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bernards, in the County of Somerset and State of NJ, that the Township of Bernards hereby grants authorization to the Friends of the Kennedy-Martin-Stelle Farmstead, Inc., to enter into a non-exclusive lease agreement with Gretchen Thomas, 80 Mountainview Road, Warren, NJ 07059 from January 1, 2021 to December 31, 2021.

BE IT FURTHER RESOLVED that the Township hereby explicitly reserves the right to revoke the authorization herein granted to Friends at its sole discretion.

Agenda and Date Voted: 10/27/2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted by the Bernards Township Committee on 10/27/2020

Rhonda Pisano, Municipal Clerk

Explanatory Statement
12 month License renewal for Gretchen Thomas at KMS Farmstead
Thank you, Leslie Workman, President
Dated: 10/21/2020

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (this "*License*") made as of the 1st day of December, 2020 by and between **FRIENDS OF THE KENNEDY MARTIN STELLE FARMSTEAD, INC.**, a New Jersey non-profit corporation ("*Licensor*"), having an address at PO Box 155, Basking Ridge, New Jersey, and Gretchen Thomas, an individual having an address at 80 Mountainview Road, Warren, NJ 07059, cell 908-361-0437, email: ggthomas47@optonline.net (the "*Licensee*").

W I T N E S S E T H:

WHEREAS, Licensor is a tenant under that certain Lease Agreement dated March 29, 2005, as amended (the "*Lease*") with The Township of Bernards ("*Landlord*") for a certain Building (the "*Building*") known as "The Kennedy Martin Stelle Farmstead," located at 450 King George Road, Basking Ridge, 07920; and

WHEREAS, Licensee wishes to license from Licensor dedicated space known as the "South East Bedroom" on the 2nd Floor (the "*Space*") which is located in the Building, and Licensor is willing to permit such licensing upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grant of License. Subject to terms of this License, Licensor hereby grants unto Licensee a non-exclusive revocable license to use the Space. The location of the Space within the Building is shown on Schedule A attached hereto and made a part hereof. Licensee covenants and agrees to use the Space solely as a studio for writing and art production, and other permitted art uses and for no other purpose or purposes. In addition to the Space, Licensee will have shared access to the Building's shared space which includes the restrooms and the reception area. Licensee may also request permission to use the Kennedy Room for meetings for a fee of \$10 per hour, to be paid with the next month's licensing fee. Licensee agrees not to smoke or permit smoking or use or permit the use of open flames or hazardous materials in the Space or Building. Licensee will have no more than 3 persons in the Space at any one time, and no more furniture in the Space than seating for 4 people, 2 work stations and 3 - 3 drawer filing cabinets. Space heaters are not permitted.

2. Term. (a) The term of this License (the "*Term*") shall commence January 1, 2021 at 9:00 a.m. (the "*Commencement Date*"), and shall expire on December 31, 2021 at 9:00 a.m., subject to renewal as provided below (the "*Termination Date*"). At the expiration or earlier termination of this License, Licensee shall immediately surrender possession of the Space to Licensor in the same condition as existing on the Commencement Date, except for reasonable wear and tear, in broom clean condition, with all of Licensee's personal property, teaching materials, supplies and equipment removed.

(b) The Licensor shall have the right and the option to extend the Term of this License for successive 12 month periods (each a "*Renewal Period*"). To exercise such right, Licensor shall send to Licensee a renewal notice on or before the thirtieth (30th) day preceding the

expiration of the then current Term. The Licensee shall have five (5) days to object to such renewal by delivering written notice to Licensors indicating its intent not to renew by the end of such fifth day. If there are two or more Licensees under this agreement, any notice delivered by one Licensee shall bind the other to its terms. In the event Licensors does not receive an objection from Licensee within such five days, the Licensors shall notify the then Municipal Clerk of the Landlord via e-mail of the parties' intent to renew the Term of the License for the Renewal Period. Upon receipt of such notice, Landlord has agreed to place the approval of the renewal of this License on the agenda of the next occurring Township Council meeting that month. If approved by the Landlord, in the event the Term is renewed for the Renewal Period, then all the terms and conditions of the License shall apply to the Renewal Period.

(c) Notwithstanding anything to the contrary herein, the Licensors shall have the right to terminate this License upon thirty (30) days written notice to Licensee. Notwithstanding the foregoing, Licensee acknowledges that this License is revocable at will by Licensors, and Licensors' right to revoke this License is not subject to or contingent upon whether Licensee is in default of the terms of this License.

3. License Fee.

(a) Licensee shall pay to Licensors' designee, KMS Farmstead, Inc., for the use of the Space a license payment equal to Three Hundred Thirty (\$330.00) Dollars per month (the "**License Fee**"). The monthly installments of the License Fee shall be paid at least ten (10) days in advance, without set-offs or deductions of any kind, of the Commencement Date, and each monthly anniversary thereof.

(b) Upon the execution of this License, Licensee shall pay to Licensors' designee, KMS Farmstead, Inc., a security deposit in the amount of Three Hundred Twenty Five dollars (\$325.00) (the "**Security Deposit**"), which may be carried over from the previous license term upon renewal. The Security Deposit shall be held by Licensors without interest, and shall be applied by Licensors toward the cost of repairing or replacing any equipment damaged or removed from the Space and toward repair of damage (other than ordinary wear and tear) to the Space or for any other liabilities or indebtedness of Licensee to Licensors. This deposit is not to be used or applied by Licensee as a substitute for rent due any month but may be so applied by Licensors at any time at Licensors' option. The use, application or retention of the Security Deposit, or any portion thereof, by Licensors shall not prevent Licensors from exercising any other right or remedy provided by this License or by law and shall not operate as a limitation on any recovery to which Licensors may otherwise be entitled. If any portion of the Security Deposit is used, applied or retained by Licensors for the purpose set forth above, Licensee agrees, within ten (10) days after a written demand therefor is made by Licensors, to deposit cash with Licensors in an amount sufficient to restore the Security Deposit to its required amount; however, nothing contained herein shall require Licensors to make such demand upon Licensee. The balance of the Security Deposit, if any, will be refunded to Licensee within thirty (30) days after the end of the License Term, as the same may be extended, and after Licensee has vacated said Space after due notice to Licensors.

(c) If any installment of the License Fee is not paid within three (3) days of its due date, Licensee shall pay to Licensors, on demand, a late charge equal to twenty (\$20.00) Dollars. The late charge is not intended as a penalty but is intended to compensate Licensors for the extra expense Licensors will incur to send out late notices and handle other matters resulting from the late payment. The late charge shall be in addition to all rights and remedies that Licensors has hereunder,

at law, or in equity.

4. Condition of Space; Access.

(a) Licensee has inspected the Space and agrees to accept the Space in its “AS-IS” condition as of the date of this License. Licenser has no obligation to perform any work in the Space. Licensee shall not make any alterations, additions or improvements to the Space without the prior written consent of Licenser, which consent Licenser shall not be required to give.

(b) Licensee shall, at its sole cost and expense, keep the Space in good order and condition (except for ordinary wear and tear) and shall make all non-structural repairs and replacements, and shall take such other action as may be necessary or appropriate to keep and maintain the Space in good order and condition. All repairs made by Licensee must be at least equal in quality to the original work, and if required by Landlord or Licenser, shall be conducted by a fully licensed professional.

(c) Each Licensee will be given a key to the Building and the access code to the security system, both of which must be kept strictly confidential and may not be disclosed or provided to any other party. Licensee must sign in and out any assistants, students, invitees, guests or licensees of Licensee, all of whom must be accompanied by Licensee at all times. Licensee shall have 24 hour access to the Building 7 days a week subject to Bernard Township’s snowplowing schedule or other conditions beyond the control of Licenser. Licenser is not obligated to provide security for the Building. Licenser reserves the right to change the key and the access code to the Building from time to time and shall inform Licensee of such changes.

(d) Licensee covenants and agrees that (i) no waste or damage shall be committed upon or to the Space, (ii) the Space shall be used for only the purpose set forth in Section 1, (iii) the Space shall not be used for any unlawful purpose and no violations of law or ordinance or duly constituted authority shall be committed thereon, and (iv) Licensee shall conduct its business in a good and orderly manner, and shall keep the Space in a clean and sanitary condition.

(e) Landlord and Licenser and their respective contractors, consultants and employees shall have the right to enter the Space for inspection, maintenance and repairs at all reasonable times during the Term, or any extension thereof.

(f) Licenser shall not be responsible for any interruption or curtailment of any services to the Building, Premises or the Space, and no such interruption or curtailment shall entitle Licensee to make any claim or offset against Licenser.

(g) Licensee shall not cause or permit any hazardous substance or hazardous wastes to be brought, kept or stored within the Space, and shall not engage in or permit any other person or entity to engage in any activity, operation or business within the Space which involves the generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous substances or hazardous wastes. Licensee shall not cause, or permit to occur, any offensive behavior, or noxious odors or emissions from the Space.

(h) Licensee shall not permit any lien upon the Space or the Building. Within ten (10) days after receipt of notice thereof, Licensee shall discharge any lien on the Space, or any

sums payable under this License caused by or arising out of Licensee's acts or Licensee's failure to perform any obligation under this License.

5. Legal Requirements. (a) Licensee shall (i) comply with all legal requirements applicable to the Space and Licensee's use thereof, including any rules and regulations promulgated by Licensor or the Township of Bernards for the Building, and (ii) maintain and comply with all permits, licenses and other authorizations required by any governmental authority for Licensee's use of the Space and for the proper operation, maintenance and repair of the Space.

(b) The Licensee shall not consume or allow or permit others to consume alcohol in the Space or Building.

6. Insurance.

(A) If Licensee is using the Space for "Private" use, Licensee shall obtain, and shall keep in full force and effect during the Term, proof of homeowners or renters insurance with a minimum of \$300,000 in personal liability coverage. "Private" use is for personal use, and not sponsored for the benefit of an organization, club, business, and governmental unit, non-profit or for-profit entity. Licensee certifies that she is using the Space for Private use. If Licensee is a corporation, group, club, business, governmental unit, non-profit or for-profit entity, Licensee must provide proof of insurance with a minimum of \$1 million in liability coverage. The description of operations on the Certificate of Insurance for nonprivate use shall state: "Bernards Township and the Friends of the Kennedy Martin Stelle Farmstead Inc. are to be named as ADDITIONAL INSURED on the general liability insurance with respect to (insert Licensee's name) use of a studio at Farmstead Arts for the period from (insert dates of license). In addition, if applicable, Licensee shall obtain and provide workers compensation insurance in accordance with the requirements of the laws of the State of New Jersey.

(b) On or prior to the Commencement Date, Licensee shall deliver to Licensor original or duplicate policies or certificates evidencing all insurance Licensee is obligated to carry under this License naming Licensor and the Township of Bernards as additional insureds with respect to liability insurance. The policies of insurance required to be maintained by Licensee shall be issued by insurers that are authorized to do business in the State of New Jersey and are rated at least A (Class X) in Best's Key Rating Guide. All such policies must provide that thirty (30) days' prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage will be given to Licensor.

(c) If Licensee fails to maintain the insurance required by this License, Licensor may, but will not be obligated to, obtain, and pay the premiums for, such insurance. Upon demand, Licensee shall promptly pay to Licensor all amounts paid by Licensor pursuant to this Section 6. Licensee shall assume all risk of damage to Licensee's property, equipment and fixtures occurring in or about the Space or Building, whatever the cause of such damage or casualty. Licensee hereby waives any right of subrogation in connection with any insurance policies obtained by Licensee.

7. Indemnification. Licensee hereby agrees to indemnify and hold Licensor harmless from and against any and all liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses (including reasonable attorney's fees and disbursements) of any kind or nature arising out of (i) Licensee's use

of the Space or Building, (ii) any personal injury or property damage occurring in or about the Space or Building caused by the acts of Licensee or its employees, servants, agents, guests, visitors or invitees, or (iii) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this License on Licensee's part to be performed or complied with. This provision shall survive the expiration or earlier termination of this License.

8. Assignment; Subordination. (a) Neither this License nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of Licensor in its sole and absolute discretion. Licensee expressly covenants that it shall not assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License, or sublicense the whole or any part of the Space, or permit, or suffer to permit, the Space to be used by anyone other than those persons authorized hereunder. Any such attempt to assign, transfer, pledge, hypothecate, encumber or otherwise dispose of this License in contravention of this paragraph shall be void and of no force and effect. If Licensee wants to share the Space, the person who will share the Space must be approved by Licensor and the Township Committee, and that person must sign an acceptable agreement with the Licensor.

(b) This License and the term and estate hereby granted are subject and subordinate to the Lease and the lien of each mortgage which now or at any time hereafter affects all or any portion of the Space or Landlord's interest therein and to all ground or master leases which now or at any time hereafter affect all or any portion of the Building (any such mortgage or ground lease, together with the Lease, being referred to herein as an "*Underlying Encumbrance*"). The subordination of this License and the term and estate hereby granted to an Underlying Encumbrance will be self-operative and no further instrument will be required to effect any such subordination; provided, however, that, upon not less than ten (10) days' prior notice by Licensor, Licensee shall execute, acknowledge and deliver to Licensor any and all reasonable instruments that may be necessary or proper to effect such subordination or to confirm or evidence the same.

9. Default. (a) If Licensee shall (i) fail to pay any installment of the License Fee when due, or fail to pay when due any other payment required by this License, (ii) default in the performance or observance of any agreement or condition on its part to be performed or observed under this License, and fail to cure such default within ten (10) days of written notice from Licensor, (iii) abandon or vacate the Space, or (iv) remove, or attempt to remove, or manifest an intention to remove Licensee's goods or property from the Space (except in the ordinary and usual course of business) without having first paid Landlord all installments of the License Fee for the balance of the Term, then Licensee shall be deemed to be in default of this License, and Licensor may immediately, or at any time thereafter, and without further notice, terminate this License, and Licensee shall forthwith quit the Space but Licensee shall remain liable to Licensor for all money due hereunder for the entire Term and other damages arising directly from said default.

(b) If Licensee is in default beyond any applicable grace period, the balance of all License Fees and other charges to become due throughout the Term hereof shall, at the option of Licensor, be accelerated and shall be immediately due and payable, and Licensor may in its own name, but as agent for Licensee, assign, sublet or relet the Space for any period equal to or greater or less than the remainder of the Term hereof for any sum which Licensor may deem reasonable to any lessee Licensor may select, and for any use or purpose which Licensor may designate. With or without terminating this Lease, Licensor may re-enter and take possession of the Space and the provisions of this Section shall operate as a notice to quit, any other notice to quit or of Licensor's intention to re-enter the Space being hereunder expressly waived.

(c) If the full Licensee Fee for the entire Term, as may be extended, and as provided herein plus the costs, expenses and damages hereafter described shall not be realized by Licensor, Licensee shall be liable for all damages sustained by Licensor, including, without limitation, deficiency in Licensee Fee, reasonable attorneys' fees, and the expense of placing the Space in first-class rentable condition. Licensor shall in no way be responsible or liable for any failure to relet the Space or any part thereof, or any failure to collect any License Fee due and/or accrued from such reletting, with the understanding that Licensor may elect to hold Licensee liable for the License Fee, and any and all other items of cost and expense which Licensee shall have been obligated to pay throughout the remainder of the Term.

(d) All rights and remedies of Licensor set forth herein are in addition to all other rights and remedies available to Licensor at law or in equity. All rights and remedies available to Licensor hereunder or at law or in equity are expressly declared to be cumulative. The exercise by Licensor of any such right or remedy shall not prevent the concurrent or subsequent exercise of any such right or remedy. No delay in the enforcement or exercise of any such right or remedy shall constitute a waiver of any default by Licensee hereunder or of any of Licensor's rights or remedies in connection therewith. Licensor shall not be deemed to have waived any default by Licensee hereunder unless such waiver is set forth in a written instrument signed by Licensor.

(e) If after five (5) days following the expiration, termination or cancellation of this License, Licensee has failed to remove any property brought upon the Space by Licensee, then in such event, at Licensor's option, (i) said property shall be deemed abandoned by Licensee and shall become the property of Licensor, or (ii) Licensor may notify Licensee to remove said property at Licensee's own cost and expense. If Licensor elects to notify Licensee to remove said property and Licensee fails to do so within the period set forth in Licensor's notice, then, upon such failure, Licensor may, in addition to any other remedies available to it, remove said property as the duly authorized agent of Licensee, and store the same in the name and at the expense of Licensee or those claiming through or under Licensee under any usual or proper form of warehouse receipt, whether or not authorizing the sale of said property for non-payment of storage charges, and without in any way being liable for conversion or negligence of any person in caring for said property while in storage; in such event, Licensee agrees to pay to Licensor, upon demand, irrespective of length of time of storage, all removal and storage costs incurred by Licensor.

10. LICENSE ONLY. LICENSEE AGREES AND ACKNOWLEDGES THAT ITS RIGHTS HEREUNDER TO OCCUPY THE SPACE IS PURSUANT TO THIS LICENSE AND THAT NO LANDLORD-TENANT RELATIONSHIP AND NO TENANCY, LEASEHOLD OR ESTATE RIGHTS ON THE PART OF LICENSEE IN THE SPACE SHALL AT ANY TIME BE CONSTRUED TO ARISE, EXIST OR TO HAVE BEEN CREATED BY THE EXECUTION AND DELIVERY OF THIS LICENSE. LICENSEE HEREBY EXPRESSLY ACKNOWLEDGES (I) THAT IT HAS NO INTEREST OR ESTATE IN THE SPACE, (II) THAT THE PROVISIONS OF THIS LICENSE, INCLUDING THE BENEFITS AND BURDENS, DO NOT RUN WITH THE LAND, AND (III) THAT THIS LICENSE SHALL NOT BE DEEMED COUPLED WITH AN INTEREST UNDER ANY CIRCUMSTANCES. LICENSEE AGREES AND ACKNOWLEDGES THAT NOTHING IN THIS LICENSE, OR ANY RENEWAL HEROF, OR APPROVAL HEREOF BY LANDLORD, GIVES LICENSEE ANY CONTRACT OR OTHER RIGHT OR REMEDY AGAINST LANDLORD.

11. Independent Contractor; No Partnership. Licensors and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this License. Nothing herein contained shall make, or be construed to make, Licensors or Licensee a partner of one another, nor shall this License be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

12. Limited Liability. Nothing herein shall permit Licensee or any other person or entity to bring any liabilities, obligations, damages, penalties, claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, costs and expenses against any partner (disclosed or undisclosed) in Licensors, or any officer, director or shareholder, beneficiary, employee, agent or representative in Licensors, nor shall any of them be liable or accountable for any damages, costs, expenses or liabilities arising, directly or indirectly, out of this License, and Licensee hereby waives the right to bring any such proceeding or cause of action.

13. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been given when received if delivered by hand or sent by overnight mail, or on the third (3rd) business day following the date when sent by first class, registered or certified mail, postage prepaid, addressed, or upon transmission if sent by facsimile transmission with confirmed receipt, (a) if to Licensee, at the address specified above, or at such other address as Licensee shall have furnished to Licensors in writing; or (b) if to Licensors, at the address specified above, or at such other address as Licensors shall have furnished to Licensee in writing.

14. Miscellaneous. This License shall constitute the entire contract between the parties and shall supersede any and all prior agreements between the parties hereto with respect to the granting of a license to Licensee to use the Space. No modification, waiver or amendment of this License or any provision hereof shall be valid unless the same is in writing, and signed by both parties hereto. If any provision of this License shall be deemed to be invalid or unenforceable, the remainder of this License shall not be affected thereby. This License shall be governed by and construed in accordance with the internal laws of the State of New Jersey. This License may be executed in any number of counterparts, each of which shall constitute an original and together a single instrument, with the same effect as if the signatures thereto and hereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this License as of the day, month and year first above written.

WITNESS:

LICENSOR:

**FRIENDS OF THE KENNEDY MARTIN
STELLE FARMSTEAD, INC.,** a New Jersey non-profit corporation

By: _____

Name: Leslie Workman

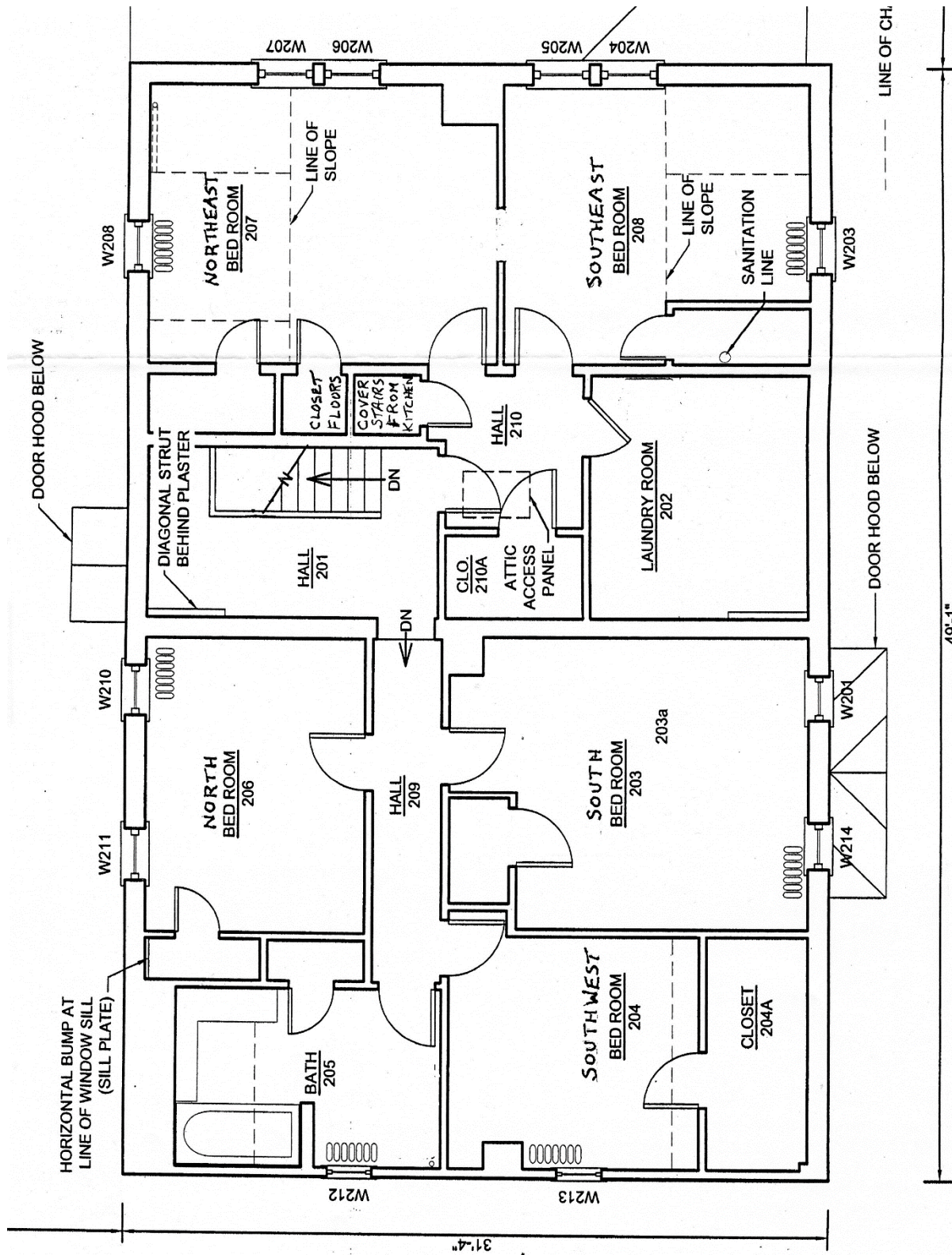
Title: President

WITNESS:

LICENSEE:

Gretchen Thomas

SCHEDULE A





Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution # 2020-0353

Award of Contract to SHI International Corporation, 290 Davidson Avenue, Somerset, NJ 08873 as the provider of Radio-Frequency Identification (RFID) for the installation of patron self-service operation and other technology enhancements for the Bernards Township Library
In a Not to Exceed Amount of \$43,536.40

WHEREAS, N.J.S.A.40:54-12.1(3) provides for Municipal Libraries to make certain purchases without advertising for bids, in particular for specialized library services; and

WHEREAS, the Bernards Township Library wishes to implement new technology based upon the Library's Strategic Plan Initiatives; and

WHEREAS, the Bernards Township Library's mission is to inform, enrich and connect the community by providing excellence in library service and in patron satisfaction; and

WHEREAS, the installation hardware and software for the patron self-service operation will provide an intuitive and streamlined experience designed specifically for users of the library; and

WHEREAS, the Chief Financial Officer have certified that funds are available in the budget; the line item appropriation or ordinance to be charged is line account #0-01-LI-R01-D20.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards, Somerset County, New Jersey that the Purchasing Agent is hereby authorized to issue a purchase order to SHI International Corporation, 290 Davidson Avenue, Somerset, NJ 08873 in the not to exceed amount of \$43,536.40.

Agenda and Date Voted: 10/27/2020

EXPLANATORY STATEMENT

The Library wishes to facilitate patron self-service operation and other technology enhancements through the supply and installation of a Radio Frequency Identification (RFID) tagging and self-checkout system which works in conjunction with the Library's Integrated Library system (ILS) – Polaris/Leap and with the Library's digital material collection (Bibliotheca's cloudLibrary). The system will be optimized for use in the library environment, be efficient in its design through the elimination of redundant features and be expandable.

Date: 10/16/2020

Lyn Begraft, Library Director

TREASURY CERTIFICATION

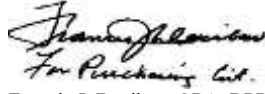
I, Sean McCarthy Chief Financial Officer of the Township of Bernards, hereby certify that adequate funds are available for the above referenced purchase. Monies are available in line account #0-01-LI-R01-D20.

Date: October 21, 2020

Sean McCarthy
Chief Financial Officer

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.

Handwritten signature of Francis J. Decibus in cursive script.

Francis J. Decibus, QPA, RPPO
Purchasing Agent

Date: October 21, 2020

CERTIFICATION

I hereby certify this is a true and exact copy of a resolution adopted
by the Bernards Township Committee on 10/27/2020.

Rhonda Pisano, Municipal Clerk



Resolution of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

Resolution # 2020-0354

Award of Contract to Bibliotheca, LLC., 3169 Holcomb Bridge Road NW, Suite 200, Norcross, GA 300071 as the provider of Radio-Frequency Identification (RFID) on-site tagging service and supplies for the installation of patron self-service operation and other technology enhancements for the Bernards Township Library
In a Not to Exceed Amount of \$45,317.76

WHEREAS, N.J.S.A.40:54-12.1(3) provides for Municipal Libraries to make certain purchases without advertising for bids, in particular for specialized library services; and

WHEREAS, the Bernards Township Library wishes to implement new technology based upon the Library's Strategic Plan Initiatives; and

WHEREAS, the Bernards Township Library's mission is to inform, enrich and connect the community by providing excellence in library service and in patron satisfaction; and

WHEREAS, the on-site Radio-Frequency Identification (RFID) tagging service will prepare library materials for the self-checkout operation that will provide a seamless experience specifically designed for users of the library; and

WHEREAS, the Chief Financial Officer have certified that funds are available in the budget; the line item appropriation or ordinance to be charged is line account #0-01-LI-R01-D20.

NOW, THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Bernards, Somerset County, New Jersey that the Purchasing Agent is hereby authorized to issue a purchase order to Bibliotheca, LLC., 3169 Holcomb Bridge Road NW, Suite 200, Norcross, GA in the not to exceed amount of \$45,317.76.

Agenda and Date Voted: 10/27/2020

EXPLANATORY STATEMENT

The Library wishes to facilitate patron self-service operation and other technology enhancements through the on-site Radio Frequency Identification (RFID) tagging service and related supplies needed for the installation of a self-checkout system which works in conjunction with the Library's Integrated Library system (ILS) – Polaris/Leap and with the Library's digital material collection (Bibliotheca's cloudLibrary). The system will be optimized for use in the library environment, be efficient in its design through the elimination of redundant features and be expandable.

Date: 10/16/2020

Lyn Begraft, Library Director

TREASURY CERTIFICATION

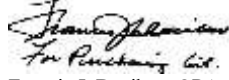
I, Sean McCarthy Chief Financial Officer of the Township of Bernards, hereby certify that adequate funds are available for the above referenced purchase. Monies are available in line account #0-01-LI-R01-D20.

Date: October 21, 2020

Sean McCarthy
Chief Financial Officer

PURCHASING CERTIFICATION

I hereby certify that I have prepared this resolution and reviewed it for accuracy.



Francis J. Decibus, QPA, RPPO
Purchasing Agent

Date: October 20, 2020

CERTIFICATION

**I hereby certify this is a true and exact copy of a resolution adopted
by the Bernards Township Committee on 10/27/2020.**

Rhonda Pisano, Municipal Clerk



Ordinance of the Township of Bernards

1 Collyer Lane, Basking Ridge, NJ 07920
908-766-2510; www.bernards.org

ORDINANCE #2455

An Ordinance to Amend Salary Ordinance #2391,
Fixing the Compensation of Certain Officers and Employees of the Township of Bernards on
and After 11/10/2020

BE IT ORDAINED, by the Township Committee of the Township of Bernards in the County of Somerset, that Ordinance #2391 is replaced in its entirety with the following (new text is in double underline; deletions are ~~stricken~~):

1. This ordinance shall be known and may be referred to as the Bernards Township Salary Ordinance.
- 2(a.) The annual base salaries of the following officers and employees of the Township of Bernards which, together with benefits now or hereafter provided by Township Ordinance or Resolution, shall be in lieu of all fees, now or hereafter provided by law, are hereby fixed and established as follows:

POSITION	GRADE
Accounting Specialist	5
Administrator	19
Administrator/Chief Financial Officer	20
Administrative Assistant	5
Administrative Associate	3
Administrative Coordinator	7
Animal Control Officer	6
Assistant Animal Control Officer	B
Assistant Director of Parks & Recreation	11
<u>Assistant Superintendent of Public Works</u>	<u>13</u>
Assistant to the Municipal Clerk	4
Assistant Township Engineer	13
Building Inspector	5
Building Sub-Code Official	9
Bus Driver	B
CAD Operator	3
Chief Financial Officer	17
Chief Financial Officer/Human Resources Officer	17
Chief Inspector	7
Chief of Police	17
Civil Engineering Technician	5
Community Service Manager	10
Community Service Supervisor	B
Construction Code Inspector- Plumbing, Electrical, Fire and Building Sub Codes	5
Construction Official	13
Court Security Officer	C
Crossing Guard	B
Custodian	B
Deputy Chief of Police	16
Deputy Court Administrator	5

POSITION	GRADE
Deputy Municipal Clerk	65
Deputy Tax Collector	5
Deputy Tax Assessor	10
Development Control Officer/Housing Administrator	10
Director of Parks & Recreation	15
Document Imaging/Records Retention Clerk	3
Electrical Sub Code Official	9
Field Inspector	3
Finance Assistant	3
Fire Official	10
Fire Prevention Inspector	5
Fire Sub Code Official	9
GIS Specialist 1	7
Human Resources Assistant Manager	10
Human Resources Generalist	8
Human Resources Manager	13
Human Resources Officer	15
Information Technology Technician	5
Information Technology Director	15
Information Technology Manager	12
Intern	B
Landfill Attendant	B
Library Director	15
Librarian	5
Library Assistant	1
Library Bookkeeper	4
Library Program Coordinator- Children	5
Library Program Coordinator- Adults	7
Library Shelver	A
Library Technician	1
Municipal Clerk	12
Municipal Clerk/Assistant Township Administrator	13
Municipal Court Administrator	11
Payroll Specialist	6
PC Technician	3
Police Matron	B
Police Support Specialist	5
Plumbing Sub-Code Official	9
Principal Technical Assistant to the Construction Official	7
Project Coordinator – Department of Public Works	10
Public Works Supervisor	12
Purchasing Agent	11
Records Specialist	2
Recreation Assistant	3
Recreation Coordinator	6
Recreation Programs Manager	8
Senior Administrative Assistant	6
Senior Deputy Court Administrator	6
Senior Librarian	8
Senior Library Assistant	3
Senior Library Technician	3

POSITION	GRADE
Senior Records Specialist	3
Senior Staff Engineer	1140
Senior Supervising Librarian	10
Smoke Detector Inspector	B
Staff Engineer	7
Superintendent of Public Works	15
Supervising Librarian	9
Supervisor of Treasury Services	11
Tax Assessment Associate	6
Tax Assessor	13
Tax Collector	11
Technical Assistant – Assessor’s Office	5
Technical Assistant to the Construction Official	5
Teen Services Librarian	5
Township Engineer	17
Township Planner	13
Township Surveyor	10
Treasurer	13
Violations Clerk	3
Zoning Officer	7

SALARY GRADES AND RANGES									
Grade	Min	Mid	Max	35 Hour Work Week			40 Hour Work Week		
				Min	Mid	Max	Min	Mid	Max
A	\$7.25	--	\$16.00 \$13.00	N/A			N/A		
B	\$7.75	--	\$23.00	N/A			N/A		
C	\$10.00	--	\$28.00	N/A			N/A		
1	\$13.15	\$18.55 \$17.92	\$23.94 \$22.69	\$23,931	\$32,615	\$41,298	\$27,560	\$37,379	\$47,198
2	\$14.82	\$19.66	\$24.51	\$26,967	\$35,789	\$44,612	\$31,056	\$41,021	\$50,985
3	\$16.11	\$22.73 \$21.94	\$29.34 \$27.76	\$29,315	\$39,923	\$50,531	\$33,760	\$45,755	\$57,750
4	\$16.52	\$24.30 \$22.73	\$31.00 \$28.93	\$30,072	\$41,365	\$52,659	\$34,632	\$47,407	\$60,182
5	\$18.11	\$25.10 \$24.89	\$32.08 \$31.66	\$32,961	\$45,296	\$57,630	\$37,960	\$51,912	\$65,863
6	\$19.10	\$26.55 \$26.30	\$34.00 \$33.49	\$34,768	\$47,860	\$60,953	\$40,040	\$54,850	\$69,660
7	\$20.84	\$28.74	\$36.64	\$37,928	\$52,306	\$66,685	\$43,680	\$59,946	\$76,211
8	\$22.28	\$30.63	\$38.98	\$40,547	\$55,749	\$70,950	\$46,696	\$63,891	\$81,086
9	\$23.82	\$33.08 \$32.75	\$42.34 \$41.69	\$43,347	\$59,610	\$75,874	\$49,920	\$68,317	\$86,713
10	\$26.05	\$35.82	\$45.59	\$47,410	\$65,192	\$82,975	\$54,600	\$74,714	\$94,828
11	\$28.63	\$39.19	\$49.76	\$52,099	\$71,331	\$90,563	\$60,000	\$84,136 \$81,750	\$108,271 \$103,500
12	\$30.42	\$41.90	\$53.38	\$55,357	\$76,257	\$97,157	\$63,752	\$87,394	\$111,036
13	\$32.75	\$45.37	\$58.00	\$59,602	\$82,581	\$105,560	\$68,640	\$97,988 \$94,640	\$127,335 \$120,640
14	\$35.73	\$49.11	\$62.50	\$65,020	\$89,382	\$113,744	\$74,880	\$102,437	\$129,993

15	\$38.70	\$53.04	\$67.39	\$70,438	\$96,541	\$122,644	\$81,120	\$112,382 \$110,642	\$143,644 \$140,164
16	\$44.85	\$61.61	\$78.37	\$81,622	\$112,124	\$142,625	\$94,000	\$128,500	\$163,000
17	\$46.76	\$65.20	\$83.65	\$85,095	\$118,673	\$152,250	\$98,000	\$139,827 \$136,000	\$181,653 \$174,000
18	\$47.88	\$65.94	\$84.00	\$87,145	\$120,012	\$152,880	\$100,360	\$137,540	\$174,720
19	\$52.35	\$72.55	\$92.75	\$95,272	\$132,040	\$168,808	\$109,720	\$151,322	\$192,923
20	\$57.31	\$78.86	\$100.42	\$104,303	\$143,533	\$182,763	\$120,120	\$164,496	\$208,872

2(b). Seasonal and Parks and Recreation Part-Time Employees

The compensation of the following Seasonal and Parks and Recreation department part-time employees of the in the Township of Bernards shall be as follows:

Position	Grade/Range
Assistant Pool Manager	\$5,300 - \$8,250 Per season
Assistant Camp Site Supervisor	S2
Bus Aide	S1
Customer Relations	S1
Camp/Group Counselor	S1
Camp/Group Leader	S1
Golf Course Operation Supervisor	S2
Golf Course Ranger	S1
Golf Course Shift Supervisor	S2
Gym Supervisor	S2
Lifeguard	S2
Park Ranger	S1
Pool Maintenance	S1
Pool Management Pre-Season & Early Bird Swim	S2
Pool Manager	\$9,000 - \$19,250 Per season
Professional Assistant	S1
Professional Instructor	S3
Public Works Grounds –Seasonal	S1
Senior Customer Relations	S1
Camp Site Supervisor	S2
Swim Instructor	S2
Swim Team Assistant Coach	\$500 - \$1,500 Per season
Swim Team Coach	\$1,200 - \$2,000 Per season
Therapeutic Recreational Aide	S1

Salary Ranges

Grade	Minimum	Maximum
S1	\$11.00 \$7.25	\$13.00 \$11.00
S2	\$11.00 \$7.75	\$21.00
S3	\$20.00	\$60.00

2(c). The compensation of the following employees of the Police Department within the Township of Bernards, based on an hourly rate of payment, shall be and is hereby established as follows:

Position	Range
Class I Special Officer	\$15.00 per hour
Class II Special Officer	\$20.00 - \$35.00 per hour

<u>Class III Special Officer</u>	<u>\$20.00 - \$35.00 per hour</u>
Office of Emergency Management Coordinator	\$25.00- \$30.00 per hour
Special Officer – Outside Duty	\$50.00 per hour

- 2(d). The compensation of the employee(s) assuming additional duties of the Administration Department within the Township of Bernards, based on an increase to their annual base salary, shall be and is hereby established as follows:

Position	Range
Assistant Administrator (limited to 2)	\$5,000-\$10,000 Per Year

- 2(e). The compensation of per diem employees for the Construction Department within the Township of Bernards, based on an hourly rate of payment, shall be and is hereby established as follows:

Position	Range
Per Diem Sub-Code Official	\$45-65 Per Hour
Per Diem Inspector	\$30-50 Per Hour

- 3.(a). (i) For the purposes of sections 2(a) of this Ordinance:

- A) "Base salary" shall mean that part of an employee's monetary compensation, stated in annualized or hourly terms as the case may be, upon which future percentage increases are to be calculated.
 - B) "Salary" shall mean an employee's base salary plus any monetary compensation paid to the employee, as defined in the Pay for Performance Compensation Program.
 - C) "Increase" shall mean an increase in an employee's monetary compensation, whether paid as an addition to base salary as a merit, assumption of additional duties, or otherwise.
 - D) "Merit increase" shall mean an increase, which is awarded based upon annual review of an employee's performance.
 - E) "Grade cap" shall mean the maximum base salary within the grade classification for an employee's position, as set forth in this ordinance as amended from time to time.
- (ii) Per the Township's Pay-for-Performance Compensation Program, employees are granted a Merit Increase effective within the timing and budget as determined by the Township Committee. The Merit Matrix provides the increase percent eligibility based on performance levels. Increases to base salary are recommended by employees' supervisors and approved by Human Resources within the budgetary framework. The merit increase to base will be paid in the employee's regular payroll cycle.
- (iii) If an employee's base salary is below the grade cap, all or a portion of any increase may be added to the base salary, provided that such addition does not cause the resulting base salary to exceed the grade cap by more than 2%.
- (iv) For any employee whose base salary was set under a previous salary ordinance and exceeds the grade cap stated in section 2(a) above, such employee's grade cap shall be deemed to be equal to the employee's base salary at the time this ordinance is adopted. Such employee's base salary

may not be raised above that figure unless a future amendment to section 2(a) increases the grade cap to an amount higher than such base salary.

- (v) In no event shall the total salary paid to an employee in any year exceed the approved Pay for Performance increases without Township Committee approval.

3(b). If the market permits, the Township Committee may approve the hiring of an employee at a base salary up to 10% below the position's range minimum. That employee's base salary shall be increased to at least the position's range minimum at the time of his or her first merit increase.

3(c). The salary ordinance will be re-evaluated at least once every two years. The structure will be adjusted to reflect changes in the external market.

4. Should the federal minimum wage of \$7.25/hour be increased the above minimum wage, base salary rates will automatically increase to comply with the law.

5. The union contract effective July 1, 2017~~20~~20 is in effect for compensation of employees of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Local 469 union until the contract expires June 30, 2020~~1~~.

6. The union contract effective January 1, 2016 is in effect for compensation of employees of the Police Department represented by the Bernards Township Police Officers Association Local 357 for both "Police Officers and Detectives" and "Supervisors" until the contract expires on December 31, 2019.

7. The Board of Health of the Township of Bernards is responsible for fixing compensation for the following health department employees:

- Community Assets Coordinator
- Community Programs Coordinator
- Health Officer
- Health Department Consultant
- Health Educator/Youth Services Coordinator
- Principal Registered Environmental Health Specialist
- Registered Environmental Health Specialist I
- Registered Environmental Health Specialist II
- Senior Registered Environmental Health Specialist
- Public Health Nutritionist

8. The Municipal Housing Liaison incumbent receives a stipend of \$300.00 per month.

9. Compensation for supervision of the Document Imaging/Records Retention Clerk will be \$0.50/hour to \$1.20/hour if assigned to a non-exempt employee.

~~10. The Municipal Court Judge receives an annual salary with no benefits except participation in the state pension plan and health benefits as was mandated by the State at the time of the current incumbent's initial appointment. The Township Committee sets the annual salary of the Municipal Court Judge at the time of the appointment with the authority, should they choose, to provide for a salary adjustment during the appointment. The salary range of the Municipal Court Judge is \$35,000—\$50,000.~~

11. The Library Board of Trustees has the ability to fix compensation as set above in the appropriate salary range.
12. A position that assumes the formal responsibilities of Assistant Administrator in addition to the regular responsibilities of the position will be reclassified to one grade above the grade specified herein.
13. This Ordinance shall continue in effect from and after its year of adoption, except as it may be amended from time to time.
14. If any portion of this Ordinance shall be declared to be unconstitutional, invalid, or inoperative by a court of competent jurisdiction, those portions which are not unconstitutional, invalid, or inoperative shall remain in full force and effect.

This ordinance shall take effect immediately upon final adoption and publication according to law.

Explanatory Statement

The salary ordinance must be reviewed at least every two years and the ordinance was last revised May 29, 2018. The Township conducted a salary survey and utilized salary data from the New Jersey League of Municipalities to determine the appropriate salary grades and ranges. This Salary Ordinance is updated to reflect changes in external market rates to ensure that the Township remains able to attract and retain talent. This ordinance includes a new job title of Assistant Superintendent of Public Works to allow flexibility as we navigation succession planning. In addition, this Ordinance reflects 1-year extension of the Teamster contract, changes in job grades in engineering and municipal clerk to reflect responsibilities and skills required for positions. None of the changes in this ordinance will result in an additional headcount.

Emily Kesselmeier, Human Resources Manager