BOROUGH OF BERNARDSVILLE
Mayor & Borough Council Meeting Agenda
January 22, 2024 – 7:00 p.m.

1. CALL MEETING TO ORDER

Mayor Mary Jane Canose
Council Member Jay Ambelang
Council Member Jena McCredie
Council Member Chad McQueen
Council Member Al Ribeiro
Council Member Jeffrey Roos
Council Member Christine Zamarra

2. STATEMENT OF PRESIDING OFFICER

Notice of this meeting was provided to the Bernardsville News and Courier News, filed with the Municipal Clerk and posted on the Municipal Bulletin Board on December 14, 2023.

3A. PLEDGE OF ALLEGIANCE

3B. MAYOR'S WELCOME

Welcome to the January 22, 2024 meeting of the Bernardsville Borough Council. This meeting is being conducted in person in the council chambers in Borough Hall and it is being broadcast live on YouTube and on Zoom to make it as convenient as possible for residents to attend the meeting. Members of the public who are here in person and those attending remotely on Zoom will be given the opportunity to comment at appropriate times during the meeting in accordance with the following guidelines:

- Members of the public will be allowed to speak during the "Open Session(s)" and during formal "public hearings" on the agenda including public hearings on ordinances
- Comments will be limited to three minutes per speaker, which will be monitored and enforced by the Borough Clerk
- Comments containing offensive, profane or indecent language or language constituting hate speech, will not be permitted.
- Remote participants will be muted unless they are unmuted by the Clerk, and remote participants will not be able to unmute themselves. The Clerk will mute remote speakers at the expiration of their three minutes of allotted time, or if they make any inappropriate or offensive comments.

- All speakers, whether in person or on Zoom, shall state their names and addresses before making their comments. Speakers on Zoom shall activate their cameras so that they can be seen by members of the governing body and audience.
- Failure of the governing body to provide a live broadcast of this meeting, or technological problems encountered during the course of the meeting that affect remote viewing and/or participation, will not invalidate this meeting or any action taken including, but not limited to, the adoption of any ordinance, resolution or motion.

4. **PRESENTATIONS**

4A. Main Street Bernardsville, Annual Report

4B. License Plate Readers

5. **APPROVAL OF MINUTES**

November 13, 2023, November 27, 2023, December 11, 2023, and December 26, 2023

Motion:
Second:
Voice Vote:

6. **OPEN SESSION (FOR ITEMS NOT LISTED FOR A PUBLIC HEARING)**
Spoken comments will be limited to three minutes per speaker.

7. **ORDINANCES** (Public Hearing) - None
Spoken comments will be limited to three minutes per speaker.

ORDINANCES (Introduction)

I move that Ordinance #2024-1989, **AN ORDINANCE CONCERNING CONSTRUCTION CODE FEES ANDAMENDING CHAPTER 12 OF THE BOROUGH CODE ENTITLED "BUILDING AND HOUSING",** be introduced by title, passed on first reading, published according to law, and that a public hearing be scheduled for a meeting beginning at 7:00 p.m., Monday, February 26, 2024.

Second:
Voice Vote:

I move that Ordinance #2024-1990, **AN ORDINANCE CONCERNING AFFORDABLE HOUSING SET-ASIDES AND SUPPLEMENTING AND AMENDING ARTICLE 13 OF THE BOROUGH LAND DEVELOPMENT REGULATIONS ENTITLED "AFFORDABLE HOUSING",** be introduced by title, passed on first reading, published according to law, and that a public hearing be scheduled for a meeting beginning at 7:00 p.m., Monday, February 26, 2024.

Second:
Voice Vote:

I move that Ordinance #2024-1991, **AN ORDINANCE CONCERNING TOWING CONTRACTORS AND AMENDING ARTICLE 3 OF THE BOROUGH CODE ENTITLED "POLICE REGULATIONS",** be introduced by title, passed on first reading, published according to law, and that a public hearing be scheduled for a meeting beginning at 7:00 p.m., Monday, February 26, 2024.

Second:
Voice Vote:

I move that Ordinance #2024-1992, **AN ORDINANCE CONCERNING THE QUALIFIED PURCHASING AGENT'S RESPONSIBILITIES AND AMENDING ARTICLE 2 OF THE BOROUGH CODE ENTITLED "ADMINISTRATION",** be introduced by title, passed on first reading, published according to law, and that a public hearing be scheduled for a meeting beginning at 7:00 p.m., Monday, February 26, 2024.

Second:
Voice Vote:

8. **RESOLUTIONS**

#24-23 **AUTHORIZING PAYMENT OF BILLS**

#24-24 **AUTHORIZING THE ADMINISTRATOR AND CLERK TO SIGN AN APPLICATION FOR A HIGHLANDS STORMWATER GRANT**

#24-25 **AUTHORIZING THE PURCHASE OF BULK ROCK SALT THROUGH SOMERSET COUNTY CO-OP CONTRACT**

#24-26 DESIGNATING FIELD TREATMENTS IN 2024

#24-27 AUTHORIZING A CONTRACT WITH TRUGREEN THROUGH SOMERSET COUNTY CO-OP CONTRACT

#24-28 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PARKER MCCAY FOR LEGAL SERVICES

#24-29 APPROVING MEMBERSHIP IN THE FIRE COMPANY

#24-30 APPROVING A REQUEST FROM THE GREEN TEAM & ENVIRONMENTAL COMMISSION FOR OBTAINING SEEDLINGS FOR DISTRIBUTION IN APRIL IN CONJUNCTION WITH EARTH DAY - TREE RECOVERY CAMPAIGN APPROVAL REQUEST

#24-31 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOE PLATT OF TRAFFIC PLANNING & DESIGN, INC.

#24-32 AUTHORIZING THE ADMINISTRATOR TO SIGN AN AGREEMENT WITH PARKMOBILE

#24-33 AUTHORIZING THE MAYOR AND CLERK TO SIGN THE 2024 RECYCLING AGREEMENT WITH SOMERSET COUNTY

#24-34 AUTHORIZING A PAYMENT FOR SERVICES TO RARITAN HEADWATERS ASSOCIATION FOR THE 2024 ANNUAL STREAM CLEANUP

#24-35 AUTHORIZING A GRANT APPLICATION FOR A NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) FIVE STAR WATER RESTORATION GRANT AND AUTHORZING RIPPLED WATERS TO APPLY

I move that Resolutions #24-23 to #24-35 be adopted:

Second:
Roll call vote:

9. **REPORTS**

9A. Mayor's Update

9A (1). Mayor's Appointment of Quimby Project Advisory Committee
Robert Frawley, Jeff Horowitz, Sam Maddaluna, Paul Sedlak, Bonnie Sellers

9B. Administrator's Report

- ACCEPTING DEPARTMENT MONTHLY REPORTS

  Animal Control (December)
  Facilities/Public Works (December)
  Police (December)
  Sewer (December)

  Motion:
  Second:
  Voice Vote:

9C. Municipal Attorney

9D. Council Public Safety Committee

9E. Council Finance Committee

9F. Council Organization Development and Personnel Committee

9G. Council Engineering, Technology & Public Works Committee

9H. Land Use Committee

9I. Other committee/commission reports

9I1. Council Liaison Reports

10. **ITEMS OF BUSINESS**

10A. Correspondence

10B. Unfinished Business

10C. New Business

Resolutions

#24-36 APPOINTING NICHOLAS BARRAS AS TRUCK DRIVER/LABORER, PUBLIC WORKS DEPARTMENT

#24-37 AUTHORIZING THE MAYOR AND CLERK TO SIGN AN AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF A SPECIAL POLICE OFFICER (SLEO) IN THE SCHOOL OF SAINT ELIZABETH

I move that Resolutions #24-36 to #24-37 be adopted:

Second:
Roll call vote:

11. **OPEN SESSION (FOR ITEMS NOT LISTED FOR A PUBLIC HEARING)**
See instructions in #6 first open session

12. **CLOSED SESSION**

Council Member _____ moves, to adjourn to an executive session to consider:

Contract Negotiations

and that the time when and circumstances under which the matter can be disclosed to the public is when it (they) are finally resolved.

Seconded:
Vote:

13. **REOPEN AND ADJOURNMENT**

BERNARDSVILLE BOROUGH
ORDINANCE #2024-1989

AN ORDINANCE CONCERNING CONSTRUCTION CODE FEES AND AMENDING CHAPTER 12 OF THE BOROUGH CODE ENTITLED "BUILDING AND HOUSING"

WHEREAS, the DCA Uniform Constriction Code regulations provide in N.J.A.C. 5:23-4.17 that "the municipality shall set enforcing agency fees by ordinance . . . ."; and

WHEREAS, N.J.A.C. 5:23-4.17 further provides that:

> ('b) On or before February 10 of each year . . . the construction official shall, with the advice of the subcode officials and in consultation with the municipal finance officer, prepare and submit to the governing body a report detailing the receipts and expenditures of the enforcing agency and indicating his recommendations for a fee schedule, based on the operating expense of the agency"; and

WHEREAS, N.J.A.C. 5:23-4.17 also states that "the fee schedule shall be calculated to reasonably cover the municipal costs of enforcing the regulations . . . ."; and

WHEREAS, Borough Construction Official Chris Diacik submitted a report on June 6, 2023, in which he made his recommendations , in accordance with the requirements of N.J.A.C. 5:23-4.17 (b), for a fee schedule based on the operating expenses of the agency;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Borough of Bernardsville, in the County of Somerset, New Jersey that subsection 12-1.2 entitled "Fees" in section 12-1 entitled "State Uniform Construction Code" in Chapter XII of the Borough Code entitled "Building and Housing" is hereby amended as follows:

Section 1. Subsection 12-1.2 is hereby amended to read as follows:

§ 12-1.2 **Fees.**
The fee for a construction permit shall be the sum of the subcode fees listed in paragraphs a through g paid prior to the issuance of a permit. 20% of the construction permit fee shall be considered as the plan review fee, which will be collected at the time the permit is issued and is nonrefundable.

a. Building Subcode Fees. The building subcode fees shall be as follows:

1. Fees for new construction shall be based upon the volume of the structure. This fee shall be in the amount of $0.05 per cubic foot.

2., The unit rate for large, open-volume, single story spaces in buildings, such as barns, silos, greenhouses, warehouses, distribution centers, and other agricultural, and storage-use occupancies, shall be less than the unit rate for other types of buildings and occupancy classifications. shall be $0.005 per cubic foot. For the purpose of calculating the volume to determine the fee for these spaces, the height shall be limited to 20 feet notwithstanding the fact that the actual height of the space may be greater than 20 feet. ~~for a single~~

3. Fees for renovations, alterations, reroofing, repairs, and site construction associated with pre-engineered systems of commercial farm buildings, premanufactured construction, and the external utility connections for premanufactured construction, shall be based upon the estimated costs of the work.

This fee shall be:

$30 per $1,000 of estimated cost of work up to $100,000 of estimated cost of construction;

$18 per $1,000 for estimated cost of work above $100,000;

$10 per $1,000 for additional costs over $150,000 estimated cost of construction. The minimum fee shall be $80 ~~$45 for a single trade~~.

4. Fees for additions shall be computed on the same basis as for new construction (volume) for the added portion.

5. Fees for combination renovations and additions shall be computed as the sum of the fees computed separately in accordance with paragraphs 2 and 3 above.

6. Temporary structures and all structures for which volume cannot be computed, such as swimming pools and open structural towers, shall be charged a flat rate. The fee for construction or installation of a single-family residential in-ground

swimming pool shall be $200 ~~$150~~. The fee for construction or installation of all other use groups inground swimming pools shall be $200. The fee for above-ground pools shall be $100. The fee for fences shall be $45.

7. The fee for the construction or installation of tennis courts shall be $150.

8. The fee for mechanical permit for R-3 and R-5 structures shall be $80.

b. Plumbing Subcode Fees. The plumbing subcode fees shall be as follows (the stated fees are per fixture):

Water Closet	$20 ~~10~~
Bidet/Urinal	$20 ~~15~~
Bath Tub	$20 ~~15~~
Lavatory/Sink	$20 ~~15~~
Shower	$20 ~~15~~
Floor Drain	$20 ~~15~~
Dish Washer	$15
Drinking Fountain	$15
Washing Machine	$15
Hose Bibb	$15
Water Heater	$80 ~~50~~
Fuel Oil Piping	$80 ~~65~~
Steam Boiler	$65
Hot Water Boiler	$65
Sewer Pipe	$65
Interceptor/Separator	$65

Residential Back Flow Preventor	$65
Commercial Back Flow Preventor	$65
Grease Trap	$65
Water Cooler A/C	$65
Sewer Connection	$65
Water Service Connection	$65
Stack	$20 ~~15~~
Refrigeration Unit	$80 ~~65~~
Active Solar Systems	$80 ~~65~~
Garbage Disposal	$20 ~~15~~
Gas Logs or Gas Fireplace	$80 ~~15~~
Gas Pipe Over 5 feet (need drawing and test)	$80 ~~65~~
Gas Pipe Over 5 feet Reconnect Fee	$20 ~~15~~
Generator	$80 ~~65~~
Hot Air Furnace or A/C unit or both HVAC unit	$80 ~~65~~
Indirect Waste	$20 ~~15~~
Pool Heater	$80 ~~65~~
Refrigeration Units	$80 ~~65~~
Sewer Pumps	$80 ~~65~~
Steam Generator for Shower	$80 ~~65~~
Storm Drain Inside per Roof Drain	$20 ~~25~~

Sump Pumps	$20 ~~15~~
Water Treatment Systems (Water softeners)	$80 ~~65~~
Yard Hydrant	$80 ~~65~~
Other/Special Device	$65
Emergency Repairs (Sewer/Water)	$65
Pool Drains	$20
Chimney Liners	$80
Plan Review Credit	20% ~~20~~
Minimum Fees	$80 ~~65~~

c. Electrical Subcode Fees. Electrical subcode fees shall be as follows

Minimum fee ~~single trade~~	$80 ~~60~~
Switches, fixtures, receptacles, motors under 1 hp, outdoor lighting including standards under 8 feet, communication points, alarm points, devices	
All the above 1st-25 items	$75 ~~$50~~
Each additional item	$0.50
Devices Rated kW/KVA	
1-10	$25 ~~15~~
Over 10 to 50 ~~25~~	$85 ~~$30~~
~~Over 25-50~~	~~$65~~
Over 50-100	~~$125~~$150
Over 100	$530

Devices Rated by HP	
1-10	$25 ~~$15~~
Over 10 to 50 ~~25~~	$85 ~~$30~~
~~Over 25-50~~	~~$65~~
Over 50-100	$150 ~~$125~~
Over 100	$530
Electric range/ovens/surface units, electric	Rated by kW/KVA water heaters, dryers, dishwashers, central A/C, baseboard heat, transformers, generators, steam generators for showers
Pool Permits	
Inground pool	$200 ~~$150~~
Aboveground pool	$100 ~~$75~~
Spa, hot tub, fountain	$100 ~~$75~~
Storable pool, hydro massage bath tub	$75 ~~$50~~
Security system 1- and 2-family dwellings	$50
Space heater, air handler	By HP or kW/KVA
Electric signs	$65 ~~$50~~
Lighting standards over 8 feet	$65 ~~$50~~
Utility load management devices	$65 ~~$50~~
SPD's	
EV Chargers	$65

	$100
Garbage disposals	By HP
Motors	By HP
Services, Panels, Switch Boards, Motor Control Centers	
Over 100 amps	$65 ~~$50~~
Over 100-200 amps	$150 ~~$100~~
Over 200-400 amps	$250
Over 400 amps	$530
Communication closet	$50 per item
Special Devices	

d. Fire Subcode Fees. Fire subcode fees shall be as follows:

1. The fee for sprinkler systems shall be $60 for up to 20 heads;

For 21 to and including 100 heads the fee shall be $120;

For 101 to and including 200 heads the fee shall be $2 per head;

For 201 to and including 400 heads the fee shall be $2 per head;

For 401 to and including 1,000 heads the fee shall be $2 per head; and

For 1001 heads and over the fee shall be $1 per head.

2. The fee for each standpipe shall be $100.

3. The fee for each independent pre-engineered suppression system shall be $50.

4. The fee for each gas or oil-fired appliance which is not connected to the plumbing system shall be $50 (R-3 & R-5 exempt) ~~$25~~.

5. The fee for each kitchen exhaust system shall be $65. ~~$50~~.

6. The fee for spray booths exhaust system shall be $50.

7. The fee for a wood/coal burning stove, prefab ~~or masonry~~ fireplace shall be $50. ~~$25~~.

8. The fee for smoke, heat detectors and manual fire alarms shall be $60 for up to 20 alarms;

For 21 to and including 100 alarms the fee shall be $120;

For 101 to and including 200 alarms the fee shall be $2 per alarm;

For 201 to and including 400 alarms the fee shall be $2 per alarm;

For 401 to and including 1,000 alarms the fee shall be $2 per alarm;

and

For 1001 alarms and over the fee shall be $1 per alarm.

9. The fee for R-3 and R-5 fire alarm systems shall be $60. ~~$50~~.

10. The fee for fire pumps shall be $150 each.

11. The fee for incinerators shall be $150 each.

12. The fee for crematoriums shall be $150 each.

13. (Reserved)

14. The fee for exit-egress lighting shall be $5 each.

15. The fee for chimney relining shall be $25.

16. The minimum fee for any work requiring plan review which is not listed or itemized above, i.e., fire separation, emergency lighting, flame spread and smoke ratings, etc., shall be $80. ~~$50~~.

e. Certificates and Other Special Fees.

1. The fees for Certificates shall be as follows:

(a) Certificate of Occupancy, residential (single family), is $150, or 10% of permit fee, whichever is greater.

(b) Certificate of Occupancy, other than single family, is $175, or 10% of permit fee, whichever is greater.

(c) Certificate of Occupancy for changes in use group is $120.

(d) Certificate of Approval, no fee.

(e) Continued Certificate of Occupancy is $150.

(f) Temporary Certificate of Occupancy, no fee.

2. The fee for a demolition and/or removal permit of a building or structure shall be $200, provided that the fee shall be $25 for structures under 400 square feet in area.

For the removal or abandonment of underground storage tanks, the fee shall be $80 - ~~$75~~ each for tanks under 1,000 gallons and $100 each for tanks over 1,000 gallons.

3. The fee to construct or erect a sign shall be $0.50 per square foot surface area of the sign, computed on one side only for double-faced signs. The minimum fee shall be $80. ~~$35~~.

4. The fee for the installation of underground or aboveground storage tanks shall be $50 per $1,000 of estimated cost of construction each for tanks under 1,000 gallons;

$60 per $1,000 of estimated cost of construction each for tanks from 1,000 to 1,999 gallons; and

$75 per $1,000 of estimated cost of construction each for tanks of 2,000 gallons or more.

5. The fee for asbestos abatement project shall be $70. This fee shall also apply to lead abatement projects.

6. The fee for an application for a variation request shall be $50.

7. The fee for an application for the Construction Board of Appeals shall be $100.

8. (Reserved)

9. (Reserved)

10. (Reserved)

11. The fee to reinstate a lapsed permit shall be $85. ~~25% of the initial permit fee provided such application is made within one year from the date the initial permit lapsed. Thereafter, the fee to reinstate a lapsed permit shall be 100%.~~

12. The fee for change of contractor shall be $25 per subcode.

13~~2~~. The fee for an annual permit shall be charged annually, and shall be a flat fee based on the number of maintenance workers excluding managers, engineers and clerks who are primarily engaged in work governed by a subcode (building/fire, electrical and plumbing).

Fees shall be as follows:

(a) One through 25 workers (including foremen) $400 per worker; each additional worker over 25 $150 per worker.

(b) Prior to the issuance of the annual permit a training registration fee of $100 per subcode shall be submitted by the applicant to the Department of Community Affairs, Construction Code Element, Training Section along with a copy of the construction permit (Form F-170). Checks shall be made payable to "Treasurer, State of New Jersey."

f. Exempt Fees.

1. No fees shall be charged for construction of any permitted building or structure owned by the County of Somerset or the Borough of Bernardsville or any of their respective agencies.

2. Newly constructed and rehabilitated residential units that are to be legally restricted to occupancy by households of low and moderate income shall be exempt from construction permit fees, except for the State Training Fee.

3. Pursuant to N.J.S.A. 52:27D-126e, no person shall be charged a construction permit fee or enforcing agency fee for any construction, reconstruction, alteration or improvement designed and undertaken solely to promote accessibility by the handicapped to an existing public or private structure or any of the facilities contained therein.

g. Outside Agency Fees. Notwithstanding any other fee hereinafter set forth, when the Borough has retained a private on-site inspection or plan review agency to carry out subcode official responsibility no fee charged shall exceed the amount paid by the Borough to that private agency plus 15%. **[Ord. No. 91-906 § 2; Ord. No. 93-929 § 1; Ord. No. 95-1023 § 1; Ord. No. 97-1084 § 1; Ord. No. 97-1100 §§ 1 — 4; Ord. No. 97-1114 § 1; Ord. No. 2006-1429; Ord. No. 2010-1535 § 1]**

Section 2. Any or all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 3. In case any article, section or provision of this ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect any other article, section or provision of this ordinance except insofar as the article, section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. This ordinance shall become effective immediately upon final passage and publication as required by law.

ATTEST:

_____
Anthony Suriano, Borough Clerk

COUNCIL OF THE BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET

By:_____
Mary Jane Canose, Mayor

Introduction: _____

1st Publication: _____

Public Hearing and Adoption: _____

2nd Publication: _____

BERNARDSVILLE BOROUGH
ORDINANCE #2024-1990

AN ORDINANCE CONCERNING AFFORDABLE HOUSING SET-ASIDES AND SUPPLEMENTING AND AMENDING ARTICLE 13 OF THE BOROUGH LAND DEVELOPMENT REGULATIONS ENTITLED "AFFORDABLE HOUSING"

WHEREAS, the Borough Land Development Regulations currently provide that, "Any residential or mixed-used development, within the public sewer service area… that produces five or more housing units, shall be required to provide for affordable housing set as an aside of at least 20% of the total housing units in "for sale" developments with 15% of the total housing units in "rental" developments…."; and

WHEREAS, it is not always practicable to provide on-site affordable units in developments containing ten or fewer units; and

WHEREAS, N.J.S.A. 52:27D-329.3 provides that:

> "The [now defunct] council [on affordable housing] may authorize a municipality that has petitioned for substantive certification to impose and collet payments-in-lieu of constructing affordable units on site upon the construction of residential development…. Payment-in-lieu fees shall be deposited into a trust fund, and accounted for separately from any other fees collected by a municipality…."

NOW THEREFORE, BE IT ORDAINED by the Council of the Borough of Bernardsville in the County of Somerset, State of New Jersey that Article 13 of the Borough Land Development Regulations entitled "Affordable Housing is hereby supplemented and amended as follows:

Section 1. Paragraph "e" of § LD-13-1.5 entitled "New Construction" is hereby supplemented and amended to read as follows:

"e. Affordable Housing Set-Asides.

i. Any residential or mixed-use development, within the public sewer service area of the

municipality, that produces five or more housing units, shall be required to provide for affordable housing set-asides of at least 20% of the total housing units in "for-sale" developments and 15% of the total housing units in "rental" development. ~~When the application of the set-aside requirement results in in a set-aside requirement that is not a whole number, the set-aside requirement shall be rounded up to the next whole number.~~ When any calculation of the percentage of affordable units required to be divided results in a fractional unit of one-half or more, the fraction shall be rounded up to the next whole unit. When a calculation results in a fraction of less than one-half, the fraction shall be rounded down to the previous whole unit.

"ii. Residential development with between six and ten units may make a payment-in-lieu of on-site construction of affordable units. For purposes of this section, the payment-in-lieu of affordable housing shall initially be established as $180,000 per unit. The payment-in-lieu of affordable housing is presumptively the cost of constructing an affordable unit and is based on the now expired COAH rule, set forth at *N.J.A.C. 5:97-6.4* which was $145,903 for Region 3 in 2009, as adjusted for inflation. When any calculation of the percentage of affordable units required to be divided results in a fractional unit of one-half or more, the fraction shall be rounded up to the next whole unit. When a calculation results in a fraction of less than one-half, the fraction shall be rounded down to the previous whole unit. The payment-in-lieu of affordable housing is presumptively the cost of constructing an affordable unit in the Borough. The Borough Council may adjust the presumptive amount based upon appropriate evidence."

Section 2. Any or all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 3. In case any article, section or provision of this ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect any other article, section or provision of this ordinance except insofar as the article, section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. This ordinance shall become effective immediately upon final passage and publication as required by law.

COUNCIL OF THE BOROUGH OF
BERNARDSVILLE IN THE COUNTY
OF SOMERSET

ATTEST:

_____ By:_____

Anthony Suriano, Borough Clerk Mary Jane Canose, Mayor

1st Reading and Introduction: _____

*1st Publication:*_____

Referral to Planning Board: _____

*Notice to County Planning Board Prior to Adoption:*_____

*Notice to Clerks of Adjoining Municipalities (if required):*_____

Notice to Affected Property Owners (if required): _____

2nd Reading and Adoption: _____

2nd Publication: _____

Filing with County Planning Board: _____

BERNARDSVILLE BOROUGH
ORDINANCE #2024-1991

AN ORDINANCE CONCERNING TOWING CONTRACTORS AND AMENDING ARTICLE 3 OF THE BOROUGH CODE ENTITLED "POLICE REGULATIONS"

WHEREAS, the Bernardsville Police Department has recommended revisions to that section of the towing ordinance that specifies those criminal offenses that disqualify towing contractors from being placed on the Borough's rotating towing list;

NOW THEREFORE, BE IT ORDAINED by the Council of the Borough of Bernardsville in the County of Somerset, State of New Jersey that Article 3 of the Borough Code entitled "Policy Regulations" be amended as follows:

Section 1. Paragraph "d" of § 3-5.3 entitled "Towing Contractors" is hereby amended to read as follows:

§ 3-5.3 **Towing Contractors.**

****

d. Each owner of a towing company that applies to be a towing operator on either rotational towing list shall obtain from the New Jersey State Police, in accordance with N.J.A.C. 13:59-1.2, the criminal history record information including a fingerprint check for all employees who will be operating or manning tow trucks as well as all principals and officers of the towing company with an interest of 10% or more. A towing company shall be disqualified from being placed on a rotational list if the criminal history record of any owner, shareholder or principal of the company with an interest of 10% or more ~~reveals a record of conviction of any crime of the fourth degree or higher, as defined in N.J.S.A. 2C:1-4, or conviction of any crime involving possession or use of a controlled dangerous substance or any act of violence against another person~~ has been convicted of an indictable offense under Chapter 11 (Homicide); Chapter 12 (Assaults; Threats; Stalking); Chapter 13 (Kidnapping; Coercion); Chapter 14 (Sexual Offenses); or Chapter 15 (Robbery; Carjacking) under Title 2C of the New Jersey Statutes; or convicted of motor vehicle theft or any crime involving a motor vehicle under Chapter 20 ((Theft) under Title 2C of the New Jersey Statutes. Furthermore, no employee of an otherwise qualified towing company shall perform towing services in Bernardsville if the individual's criminal history record ~~reveals a record of conviction of any crime of the~~

~~fourth degree or higher, as defined in N.J.S.A. 2C:1-4, or conviction of any crime involving possession or use of a controlled dangerous substance or any act of violence against another person.~~ that the employee has been convicted of an indictable offense under Chapter 11 (Homicide); Chapter 12 (Assaults; Threats; Stalking); Chapter 13 (Kidnapping; Coercion); Chapter 14 (Sexual Offenses); or Chapter 15 (Robbery; Carjacking) under Title 2C of the New Jersey Statutes; or convicted of motor vehicle theft or any crime involving a motor vehicle under Chapter 20 ((Theft) under Title 2C of the New Jersey Statutes.. Each contractor must also submit an affidavit certifying that the contractor has fully complied with the requirements of this preceding subsection, which includes the name, address and the last four digits of the social security number of every owner, principal and employee subject to this subsection.

e. Each contractor on the towing list, shall notify the Bernardsville Police Department of any change in employee status, or the hiring of any new employee, and shall provide the Bernardsville Police Department with the documents described above prior to the employee's performing towing services under this section.

f. The towing company shall have 30 days from the date of the written notice of disqualification to petition the Chief of Police for a hearing on the accuracy of the criminal history record information for any of its principals or employees.

g. The Borough Clerk shall present the completed application, along with the recommendation of the Chief of Police as to whether the towing company shall remain or be placed on the rotational towing list, at the next regularly scheduled public meeting. If the Borough Council so directs, the Borough Clerk shall approve the application to be placed on the rotational list.

Section 2. Any or all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 3. In case any article, section or provision of this ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect any other article, section or provision of this ordinance except insofar as the article, section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. This ordinance shall become effective immediately upon final passage and publication as required by law.

ATTEST:

COUNCIL OF THE BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET

_____
Anthony Suriano, Borough Clerk

By:_____
Mary Jane Canose, Mayor

Introduction: _____

1st Publication: _____

Public Hearing and Adoption: _____

2nd Publication: _____

BERNARDSVILLE BOROUGH
ORDINANCE #2024-1992

AN ORDINANCE CONCERNING THE QUALIFIED PURCHASING AGENT'S RESPONSIBILITIES AND AMENDING ARTICLE 2 OF THE BOROUGH CODE ENTITLED "ADMINISTRATION"

WHEREAS, § 2-12.4 entitled "Responsibilities [of the QPA]" of the Borough currently provides that the QPA has the authority "to recommend to the governing body the awarding of contracts…."; and

WHEREAS, N.J.S.A. 40A:11-9 states that:

> "The individual designated as the purchasing agent pursuant to this subsection shall be assigned the authority, responsibility, and accountability for the purchasing activity for the contracting unit, to prepare public advertising for bids and to receive bids for the provision or performance of goods or services on behalf of the contracting unit and to award contracts up to 15% of the bid threshold permitted pursuant to N.J.S.A. 40A:11-3 in the name of the contracting unit, and conduct any activities as may be necessary or appropriate to the purchasing function of the contracting unit as its contracting agent. . . .";

NOW THEREFORE, BE IT ORDAINED by the Council of the Borough of Bernardsville in the County of Somerset, State of New Jersey that Article 2 of the Borough Code Entitled "Administration" is hereby supplemented and amended as follows:

Section 1. § 2-12.4 entitled "Responsibilities [of QPA]" is hereby amended to read as follows:

> "The Purchasing Agent shall have, on behalf of the Mayor and Council, the authority, responsibility and accountability for the purchasing activity pursuant to Local Pubic Contracts Law (N.J.S.A. 40A:11-1 et seq.); to prepare public advertising for and to receive bids and requests for proposals for the provision or performance of goods, services and construction contracts; ~~to recommend to the governing body the awarding of contracts pursuant to New Jersey law in accordance with the regulations, forms and procedures promulgated by State regulatory agencies and to award specific contracts when that authority is delegated to the Purchasing Agent by the governing body~~ <u>to award contracts permitted pursuant to</u> <u>subsection a of § 3 of N.J.S.A. 40A:11-3</u>."

Section 2. Any or all other ordinances or parts thereof in conflict or inconsistent with any of the terms hereof are hereby repealed to such extent as they are so in conflict or inconsistent.

Section 3. In case any article, section or provision of this ordinance shall be held invalid in any court of competent jurisdiction, the same shall not affect any other article, section or provision of this ordinance except insofar as the article, section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. This ordinance shall become effective immediately upon final passage and publication as required by law.

COUNCIL OF THE BOROUGH OF BERNARDSVILLE IN THE COUNTY OF SOMERSET

ATTEST:

By:_____

_____
Anthony Suriano, Borough Clerk

Mary Jane Canose, Mayor

Introduction: _____

1st Publication: _____

Public Hearing and Adoption: _____

2nd Publication: _____

RESOLUTION 24- 23

AUTHORIZING PAYMENT OF BILLS

RESOLVED, that the list of bills, copies attached hereto, are hereby approved for payment.

01	State & Federal Grants	$	2,246.22
04	Escrow	$	4,059.48
06	Outside Employment	$	-
10	Current Fund	$	2,857,063.33
19	Other Trusts	$	8,443.60
20	Payroll	$	369.80
33	Capital Fund		
40	Sewer Utility Fund	$	29,392.98
55	Sewer Capital	$	6,500.00
70	COAH Trust	$	1,410.30
71	Fire Prevention Trust	$	-
72	Open Space Trust	$	546.00
73	Police Law Enforcement	$	-
85	Recreation Trust	$	700.00
	TOTAL	$	2,910,731.71

Council Approval at regular meeting: _____

_____

_____

I, Anthony J. Suriano, Borough Clerk of the Borough of Bernardsville, herby certify the forgoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on JANUARY 22, 2024

_____
Anthony Suriano
Borough Clerk

Report Printed *2024-01-17 10:58:08* Boro of Bernardsville

List of Bills - (0110101002000) CASH - STATE & FEDERAL GRANTS
STATE & FEDERAL GRANTS

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
2438	4213 - SHERRIE CALISH	PO 114842 PROGRAM COORDINATOR SALARY - NOVEMBER &		157.50	
	01-G23-0110-0367 2023 MUNICIPAL ALLIANCE (23/24)		157.50		157.50
2439	6198 - SOMERSET HILLS SCHOOL DISTRICT	PO 114843 BE WELL PROGRAM - MUNICIPAL ALLIANCE		901.52	
	01-G23-0110-0367 2023 MUNICIPAL ALLIANCE (23/24)		901.52		901.52
2440	7095 - TSS FACILITY SERVICES, INC	PO 114319 Downtown + Borough Wide Street Sweeping		1,187.20	
	01-G23-0110-0361 CLEAN COMMUNITIES (2023) - CHAPTER 159		1,187.20		1,187.20
	TOTAL				2,246.22

Total to be paid from Fund 01 STATE & FEDERAL GRANTS 2,246.22

2,246.22

Report Printed *2024-01-17 11:03:14* Boro of Bernardsville

List of Bills - (0410101001000) CASH - ESCROW
ESCROW

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
2788	7556 - MCMANIMON, SCOTLAND & BAUMANN, LLC	PO 114261 REDEVELOPMENT ATTORNEY - PROFESSIONAL SE		4,059.48	
	04-280-3001-0103	DISBURSEMENTS - ADVANCE REALTY - QUIMBY LANE	1,191.32		
	04-280-3002-0100	ADVANCE REALTY - PALMER REDEVELOPMENT	2,868.16		4,059.48
	TOTAL				4,059.48

Total to be paid from Fund 04 ESCROW 4,059.48

4,059.48

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
66158	4059 - A & K EQUIPMENT CO	PO 114848 Hyd. Motors (Salt Spreaders)		1,602.00	
	10-A00-0246-0207 (2023) VEHICLE MAINT.-STREETS & ROADS		1,602.00		1,602.00
66159	6311 - ACTION DATA SERVICES	PO 113798 PAYROLL BLANKET		356.64	
	10-A00-0110-0205 (2023) FINANCE - GENERAL EXPENSE		356.64		356.64
66160	1806 - ALLIED OIL LLC	PO 114807 GASOLINE - DECEMBER 2023		3,121.45	
	10-A00-0315-0220 (2023) GASOLINE - PREMIUM GAS		3,121.45		
		PO 114924 GASOLINE - JANUARY 2024		3,078.22	
	10-C00-0315-0220 GASOLINE - PREMIUM GAS		3,078.22		6,199.67
66161	7390 - AMAZON CAPITAL SERVICES	PO 114391 Miscellaneous supplies for Passaic Polic		512.09	
	10-A00-0195-0206 (2023) POLICE - UNIFORMS		512.09		
		PO 114783 OFFICE SUPPLIES		93.43	
	10-A00-0220-0205 (2023) STREETS & ROADS - GEN. EXPENSE		58.48		
	10-A00-0100-0201 (2023) ADMIN. & EXEC. - OFFICE SUPPLIES		34.95		
		PO 114815 Compact Fluorescent Light Bulbs for Lowe		53.98	
	10-A00-0145-0231 (2023) BUILD. & GROUNDS - LIBRARY TENANTS EXP		53.98		
		PO 114816 Compact Fluorescent Light Bulbs for Libr		46.44	
	10-A00-0145-0231 (2023) BUILD. & GROUNDS - LIBRARY TENANTS EXP		46.44		
		PO 114817 OFFICE SUPPLIES		876.92	
	10-A00-0272-0201 (2023) RECREATION - OFFICE SUPPLIES		876.92		1,582.86
66162	5595 - ANIMAL CONTROL SOLUTIONS, LLC	PO 114868 24 HOUR ANIMAL CONTROL COVERAGE - 2024 B		1,703.00	
	10-C00-0260-0204 ANIMAL CONTROL - MISCELLANEOUS		1,703.00		1,703.00
66163	7140 - APPRAISAL SYSTEMS, INC	PO 114857 APPRAISALS FOR 2024 TAX YEAR		13,083.00	
	10-A00-0115-0205 (2023) TAX ASSESSOR - GENERAL EXPENSES		13,083.00		13,083.00
66164	4547 - ATLANTIC SALT, INC	PO 114776 Bulk Rock Salt - 440 Tons; Somerset Cou		15,466.90	
	10-A00-0220-0215 (2023) STREETS & ROADS - SNOW REMOVAL		15,466.90		15,466.90
66165	4333 - BERNARDSVILLE HARDWARE	PO 114021 Misc. Supplies for B&G, Road Department		134.32	
	10-A00-0145-0201 (2023) BUILD. & GROUNDS - BLD SUPPLY		51.39		
	10-A00-0220-0205 (2023) STREETS & ROADS - GEN. EXPENSE		82.93		134.32
66166	7443 - BROWN & BROWN METRO, LLC	PO 114911 LIBRARY TREASURER BOND 1/29/2024-1/29/20		100.00	
	10-C00-0170-0220 LIABILITY INSURANCE		100.00		100.00
66167	7201 - BRT TECHNOLOGIES	PO 114711 Assessment Postcards		2,046.66	
	10-A00-0115-0209 (2023) TAX ASSESSOR - POSTAGE		2,046.66		2,046.66
66168	4239 - COMCAST	PO 114563 XFINITY TV & INTERNET - ACCT# 849905289		209.90	
	10-A00-0305-0215 (2023) TELEPHONE - PHONE BILLS		209.90		209.90
66169	4239 - COMCAST	PO 114743 XFINITY TV & INTERNET - ACCT#84990528900		10.36	
	10-A00-0305-0215 (2023) TELEPHONE - PHONE BILLS		10.36		10.36
66170	4239 - COMCAST	PO 114925 HD TV CONNECTION- POLICE DEPT- ACCT# 84		21.46	
	10-C00-0305-0215 TELEPHONE - PHONE BILLS		21.46		21.46
66171	5085 - CONSOLIDATED FIRE PROTECTON,INC	PO 114619 Fire Alarm System Inspection at Borough		936.50	
	10-A00-0145-0216 (2023) BUILD. & GROUNDS - BUILD. MNT.		936.50		
		PO 114909 Repair Fire Alarm Pull Stations (3) in D		449.00	
	10-C00-0220-0205 STREETS & ROADS - GEN. EXPENSE		449.00		1,385.50

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
66172	6305 - D&J TRUCK AND RV REPAIR, LLC	PO 114710 #103 Insp.		112.50	
	10-A00-0246-0207 (2023) VEHICLE MAINT.-STREETS & ROADS		112.50		112.50
66173	386 - DELTA DENTAL OF NEW JERSEY, INC	PO 114892 DENTAL INSURANCE 2024		4,789.52	
	10-C00-0175-0225 GROUP INSURANCE - DENTAL BNFTS		4,789.52		4,789.52
66174	6997 - DIRECT ENERGY BUSINESS	PO 114503 ELECTRIC SERVICE - 1 PILL HILL ROAD - AC		83.95	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		83.95		
		PO 114594 ELECTRIC SERVICE - 12 FOX HOLLOW TRAIL -		79.21	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		79.21		
		PO 114686 ELECTRIC SERVICE - CHILDS ROAD - ACCT 17		560.87	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		560.87		
		PO 114687 ELECTRIC SERVICE - MINE BROOK ROAD - ACC		138.40	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		138.40		
		PO 114688 ELECTRIC SERVICE - 0 ANDERSON HILL RD -		73.57	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		73.57		
		PO 114689 ELECTRIC SERVICE - MINE BROOK RD - ACCT		33.78	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		33.78		
		PO 114691 ELECTRIC SERVICE - 166 MINE BROOK - ACC		70.47	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		70.47		
		PO 114692 ELECTRIC SERVICE - MORRISON AVE - ACCT		149.14	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		149.14		1,189.39
66175	6997 - DIRECT ENERGY BUSINESS	PO 114693 ELECTRIC SERVICE - LAURELWOOD DR - ACCT		144.68	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		144.68		
		PO 114696 ELECTRIC SERVICE - 166 MINE BROOK RD - A		0.37	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		0.37		
		PO 114753 ELECTRIC SERVICE - QUIMBY LANE - ACCT 17		5.74	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		5.74		
		PO 114896 ELECTRIC SERVICE - MAPLE VILLAGE COURT -		3.18	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		3.18		
		PO 114897 ELECTRIC SERVICE - MOUNT AIRY ROAD - ACC		16.85	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		16.85		
		PO 114898 ELECTRIC SERVICE - PINE ST (100/4) - ACC		8.10	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		8.10		178.92
66176	6997 - DIRECT ENERGY BUSINESS	PO 114899 ELECTRIC SERVICE - PILL HILL/ANN ST - A		53.63	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		53.63		
		PO 114957 ACCT 1706043 - 121 SENEY DRIVE - ELECTRI		3.37	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		3.37		
		PO 114958 ELECTRIC SERVICE - SENEY DRIVE - ACCT 17		16.21	
	10-A00-0310-0220 (2023) ELECTRICITY - BILLS		16.21		
		PO 114972 ELECTRICITY - 887 ANDERSON RD - ACCT 170		2.28	
	10-C00-0310-0220 ELECTRICITY - BILLS		2.28		75.49
66177	3094 - EDMUNDS GOVTECH	PO 114869 2024 SOFTWARE MAINTEANCE*		3,991.54	
	10-C00-0120-0210 TAX COLLECTOR - COMPUTERS		3,991.54		
		PO 114890 2024 FUND ACCOUNTING/ FINANCE SERVER REN		8,800.06	
	10-C00-0110-0205 FINANCE - GENERAL EXPENSE		8,800.06		12,791.60
66178	15 - EDWARD KERWIN	PO 114849 REIMBURSEMENT FOR 2023 EXPENSES		2,145.93	
	10-A00-0115-0205 (2023) TAX ASSESSOR - GENERAL EXPENSES		2,145.93		2,145.93
66179	2487 - FLAGSHIP HEALTH SYSTEMS INC	PO 114893 2024 DENTAL BENEFITS PAYMENT - FLAGSHIP		102.11	
	10-C00-0175-0225 GROUP INSURANCE - DENTAL BNFTS		102.11		102.11
66180	2933 - GLENN MILLER ELECTRICAL CONTRACTING	PO 114846 Replace Bulb Downtown Street Light at Ma		285.00	

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
	10-A00-0145-0251	(2023) BUILD. & GROUNDS - STREET LIGHTS	285.00		285.00
66181	6545 - GPANJ	PO 114907 2024 MEMBERSHIP - LESLIE ROBERSON		100.00	
	10-C00-0110-0205	FINANCE - GENERAL EXPENSE	100.00		100.00
66182	185 - GRAINGER	PO 114818 Wipes,Tools+Saw Parts		640.33	
	10-A00-0220-0205	(2023) STREETS & ROADS - GEN. EXPENSE	640.33		640.33
66183	3864 - GTEM INC	PO 114141 Open PO for 2023 E-Ticket Charges		306.00	
	10-A00-0195-0230	(2023) POLICE - MAINTENANCE CONTRACTS	306.00		306.00
66184	214 - INSTITUTE FOR PROF. DEVELO	PO 114763 WEBINARS - LESLIE ROBERSON		50.00	
	10-A00-0110-0203	(2023) FINANCE - EDUCATION	50.00		50.00
66185	7006 - INTERSTATE WASTE SERVICES OF NJ	PO 114944 Garbage Disposal - Street Cans, Library		1,464.70	
	10-C00-0145-0248	BUILD. & GROUNDS - SOLID WASTE REMOVAL	1,146.92		
	10-C00-0145-0231	BUILD. & GROUNDS - LIBRARY TENANTS EXP.	260.20		
	10-C00-0145-0250	BUILD. & GROUNDS - TRAIN STATION	57.58		1,464.70
66186	7601 - J. CALDWELL & ASSOCIATES	PO 114681 PROFESSIONAL SERVICES - REDEVELOPMENT AT		5,050.00	
	10-A00-0135-0228	(2023) LEGAL SERVICES - REDEVELOPMENT	5,050.00		5,050.00
66187	87 - JCPL	PO 114566 ELECTRICITY - 50 MINE BROOK TRAIN STATIO		161.58	
	10-A00-0310-0220	(2023) ELECTRICITY - BILLS	161.58		
		PO 114567 ELECTRICTY - QUIMBY LANE - ACCT 10009805		0.24	
	10-A00-0310-0220	(2023) ELECTRICITY - BILLS	0.24		
		PO 114927 ELECTRIC - SUMMARY ACCOUNT 200 001 546 0		749.21	
	10-A00-0310-0220	(2023) ELECTRICITY - BILLS	749.21		
		PO 114971 STREET LIGHTING - MASTER ACCOUNT 2000015		661.74	
	10-A00-0225-0202	(2023) STREET LIGHTING	661.74		1,572.77
66188	6378 - JOHNY ON THE SPOT	PO 112657 Portable Restroom Rental - 271 Mine Broo		111.32	
	10-A00-0145-0263	(2023) BUILD. & GROUNDS - O/S - 271 MINE BROO	111.32		
		PO 112658 Portable Restroom Rental - Train Station		222.64	
	10-A00-0145-0250	(2023) BUILD. & GROUNDS - TRAIN STATION	222.64		
		PO 112659 Portable Restroom Rental - Polo, Rose Bo		854.25	
	10-A00-0145-0249	(2023) BUILD. & GROUNDS - PORTABLE TOILETS	854.25		1,188.21
66189	6247 - JOY AUTO PARTS	PO 114724 Open PO for Police Vehicle Parts		311.17	
	10-A00-0246-0206	(2023) VEHICLE MAINT. - POLICE	311.17		311.17
66190	6914 - KS STATEBANK	PO 112864 2022 POLICE INTERCEPTOR SUV (ORDERED IN		20,309.31	
	10-204-5500-0	ACCOUNTS PAYABLE	19,900.00		
	10-A00-0200-0250	(2023) PURCHASE OF POLICE CARS	409.31		20,309.31
66191	7235 - LENTINI AUTO SALVAGE	PO 114847 115 Radio		145.00	
	10-A00-0246-0207	(2023) VEHICLE MAINT.-STREETS & ROADS	145.00		145.00
66192	358 - LUDLOW HEATING & COOLING CO.	PO 112678 2023 HVAC Service - Borough Hall, DPW an		1,023.52	
	10-A00-0145-0216	(2023) BUILD. & GROUNDS - BUILD. MNT.	1,023.52		
		PO 114919 2024 HVAC Service - Borough Hall, DPW an		604.60	
	10-C00-0145-0216	BUILD. & GROUNDS - BUILD. MNT.	604.60		1,628.12
66193	6799 - MARCO TECHNOLOGIES	PO 114747 COPIER - SUITE 103 - MAINTENANCE CONTRAC		61.95	

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
	10-A00-0112-0206	(2023) INFORMATION TECHNOLOGY - MAINTENANCE C	61.95		
		PO 114866 2023 SERVICE CONTRACT #006433-08 - 12/16		159.31	
	10-C00-0112-0206	INFORMATION TECHNOLOGY - MAINTENANCE CONTRACT	159.31		221.26
66194	7210 - MICHAEL PHILLIPS	PO 114910 Michael Phillips Reimbursement for Vehic		60.00	
	10-C00-0220-0205	STREETS & ROADS - GEN. EXPENSE	60.00		60.00
66195	7329 - MONMOUTH TELECOM	PO 114867 PHONE CHARGES ACCT #36890 BLANKET**		576.19	
	10-C00-0305-0215	TELEPHONE - PHONE BILLS	576.19		576.19
66196	4643 - MORRIS COUNTY PUBLIC SAFETY TRAININ	PO 113266 Firearms Instructor Course 12/11/2023 to		125.00	
	10-A00-0195-0203	(2023) POLICE - EDUCATION & TRAINING EXPENSES	125.00		125.00
66197	6728 - NAPA OF CHESTER, INC	PO 112685 Parts blanket		64.99	
	10-A00-0246-0207	(2023) VEHICLE MAINT.-STREETS & ROADS	64.99		64.99
66198	6136 - NICK SALVATORE	PO 114856 Boots		150.00	
	10-A00-0220-0206	(2023) STREETS & ROADS - UNIFORMS	150.00		150.00
66199	57 - NJ AMERICAN WATER CO.	PO 114498 WATER SERVICE - 1 PINE STREET FIELD - 10		115.40	
	10-A00-0145-0219	(2023) BUILD. & GROUNDS - WATER BILLS	115.40		
		PO 114769 FIRE HYDRANT - 1018-210023868709 - 10/31		9,600.70	
	10-A00-0180-0220	(2023) FIRE HYDRANT SERVICE	9,600.70		9,716.10
66200	7104 - NJMMA	PO 114740 NANCY MALOOL, FULL MEMBERSHIP - 2024		250.00	
	10-A00-0100-0202	(2023) ADMIN. & EXEC. - DUES & SUBSCRIPTIONS	250.00		250.00
66201	590 - NORTHEAST COMMUNICATIONS	PO 112625 Open PO for Maintenance		220.00	
	10-204-5500-0	ACCOUNTS PAYABLE	220.00		220.00
66202	6714 - PAYBYPHONE TECHNOLOGIES INC	PO 112738 2023 PARKING METER SERVICE FEES		150.00	
	10-279-5500-1001	RESERVE FOR RAILROAD STATION	62.00		
	10-A00-0145-0254	(2023) BUILD. & GROUNDS - PARKING LOTS	88.00		150.00
66203	895 - PIDGEON AND PIDGEON,P.C.	PO 114778 DECEMBER 2023 LEGAL SERVICES		5,730.00	
	10-A00-0135-0215	(2023) LEGAL SERVICES - BORO ATTORNEY	5,730.00		5,730.00
66204	7429 - POLICE AND SHERIFFS PRESS, INC	PO 113736 ID Cards for OEM/CERT		17.60	
	10-A00-0210-0206	(2023) EMERGENCY MGMT. - CERT	17.60		17.60
66205	5749 - POWER PLACE INC	PO 114836 Chainsaw + Hedge Clipper		939.38	
	10-A00-0220-0223	(2023) STREETS & ROADS - NEW EQUIP.	939.38		939.38
66206	6042 - PSEG	PO 114628 NATURAL GAS - 251 CLAREMONT - ACCOUNT #		306.04	
	10-A00-0320-0225	(2023) GAS - NATURAL	306.04		306.04
66207	6042 - PSEG	PO 114639 NATURAL GAS - 65 MORRISTOWN RD - ACCOUNT		481.83	
	10-C00-0320-0225	GAS - NATURAL	481.83		481.83
66208	6042 - PSEG	PO 114640 NATURAL GAS - 2 OLD QUARRY RD - ACCOUNT		1,044.64	
	10-A00-0320-0225	(2023) GAS - NATURAL	1,044.64		1,044.64

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
66209	6042 - PSEG	PO 114641 NATURAL GAS - 1 ANDERSON HILL STE 103 -		107.08	
	10-C00-0320-0225 GAS - NATURAL		107.08		107.08
66210	6042 - PSEG	PO 114642 NATURAL GAS - 1 ANDERSON HILL STE 1035 -		48.40	
	10-A00-0320-0225 (2023) GAS - NATURAL		48.40		48.40
66211	6042 - PSEG	PO 114926 PSE&G - ACCOUNT NUMBER 1301152803 - 8/2		1,068.60	
	10-C00-0320-0225 GAS - NATURAL		1,068.60		1,068.60
66212	7000 - QUADIENT LEASING USA, INC	PO 114904 LEASE PAYMENT - BOROUGH HALL METER - LEA		653.31	
	10-C00-0100-0209 ADMIN. & EXEC. - POSTAGE		653.31		653.31
66213	6829 - QUADIENT, INC	PO 114905 EQUIPMENT RENTAL POSTAGE MACHINE - BOROU		178.14	
	10-C00-0100-0209 ADMIN. & EXEC. - POSTAGE		178.14		178.14
66214	104 - R&B PRINTING INC	PO 113364 Blanket P.O. for Miscellaneous Printing		19.75	
	10-A00-0220-0205 (2023) STREETS & ROADS - GEN. EXPENSE		19.75		19.75
66215	4993 - R. MADDALUNA LANDSCAPE CONTRACTORS,	PO 113292 Borough Hall Bed Maintenance		640.00	
	10-A00-0145-0215 (2023) BUILD. & GROUNDS - GROUND MNT.		640.00		
		PO 114756 Burlap Boxwoods and Magnolia at Library		990.00	
	10-A00-0145-0233 (2023) BUILD. & GROUNDS - LIBRARY PROPERTY MN		990.00		1,630.00
66216	5906 - REPUBLIC SERVICES OF NJ	PO 114225 Garbage Container Removal and Disposal -		725.80	
	10-A00-0235-0213 (2023) LANDFILL - DISPOSAL OF WASTE		725.80		725.80
66217	4360 - RESEARCH & DESIGN LANDSCAPE LLC	PO 112707 Municipal Parking Lot Plowing and Sidewa		6,973.00	
	10-A00-0220-0215 (2023) STREETS & ROADS - SNOW REMOVAL		6,973.00		6,973.00
66218	5108 - SERVICEMASTER ABSOLUTE CLEANING LLC	PO 114879 Janitorial Services Borough Hall + Road		1,841.67	
	10-C00-0145-0225 BUILD. & GROUNDS - CLEANING SERVICES		1,841.67		
		PO 114880 Janitorial Services Ste 103, Ste 105 and		1,191.66	
	10-C00-0145-0234 BUILD. & GROUNDS - CONSTRUCTION OFFICE		498.33		
	10-C00-0145-0240 BUILD. & GROUNDS - REC. BUILDING MAINT.		368.33		
	10-C00-0145-0231 BUILD. & GROUNDS - LIBRARY TENANTS EXP.		325.00		3,033.33
66219	5262 - SOMERSET COUNTY FIRE MARSHAL'S ASSO	PO 114903 2024 MEMBERSHIP - D'AMORE/VALENTINO/WATE		100.00	
	10-C00-0290-0205 FIRE PREVENTION - GENERAL EXP.		100.00		100.00
66220	542 - SOMERSET COUNTY GOVERNING	PO 114912 SCGOA Meeting on January 10th, 2024 (Can		40.00	
	10-C00-0100-0215 ADMIN. & EXEC. - MAYOR'S EXP.		40.00		40.00
66221	123 - SOMERSET GRAIN & FEED	PO 114860 Grass Seed For Fields and Facilities		432.80	
	10-A00-0272-0203 (2023) RECREATION - GENERAL EXPENSES		432.80		432.80
66222	6994 - SPATIAL DATA LOGIC LLC	PO 114970 SDL Enterprise License up to 10 seats, s		23,000.00	
	10-C00-0156-0206 ZONING/HOUSE - COMPUTER EXP.		2,000.00		
	10-C00-0285-0206 CONSTRUCTION - COMPUTER EXPENSES		5,100.00		
	10-C00-0290-0205 FIRE PREVENTION - GENERAL EXP.		3,000.00		
	10-C00-0100-0210 ADMIN. & EXEC. - COMPUTER EXPENSES		6,000.00		
	10-C00-0112-0205 INFORMATION TECHNOLOGY - GENERAL EXPENSES		6,900.00		23,000.00

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
66223	7236 - SPORTSWORLD, LLC	PO 114858 Swim Team Team Shirts		539.50	
	10-A00-0272-0214	(2023) RECREATION - EVENTS & ACTIVITIES	539.50		539.50
66224	38 - STAPLES BUSINESS ADVANTAGE	PO 112740 OPEN P.O. FOR OFFICE SUPPLIES		499.56	
	10-A00-0195-0201	(2023) POLICE - OFFICE SUPPLIES	499.56		499.56
66225	3391 - STATE TOXICOLOGY LABORATORY	PO 113446 DRUG SCREENINGS		135.00	
	10-A00-0195-0213	(2023) POLICE - MEDICAL EXPENSES	90.00		
	10-C00-0195-0213	POLICE - MEDICAL EXPENSES	45.00		135.00
66226	4243 - STORMWATER COMPLIANCE SOLUTIONS LLC	PO 114119 2023 Stormwater Management Services - Pr		1,900.00	
	10-A00-0220-0230	(2023) STREETS & ROADS - STRM WTR REQ	1,900.00		1,900.00
66227	965 - SUBURBAN MUNICIPAL J. I. F.	PO 114955 4TH QUARTER 2023 & 1ST QUARTER 2024 JIF		220,112.50	
	10-A00-0170-0220	(2023) LIABILITY INSURANCE	34,363.00		
	10-A00-0171-0220	(2023) WORKERS COMPENSATION INSURANCE	43,644.00		
	10-C00-0170-0220	LIABILITY INSURANCE	55,025.00		
	10-C00-0171-0220	WORKERS COMPENSATION INSURANCE	47,893.75		
	10-A00-0175-0999	(2023) GROUP INSURANCE - TEMPORARY	22,945.50		
	10-C00-0175-0999	GROUP INSURANCE - TEMPORARY	16,241.25		220,112.50
66228	2506 - TOWNSHIP OF RANDOLPH	PO 114902 Morris County Coop Membership 2024		1,100.00	
	10-C00-0100-0205	ADMIN. & EXEC. - GENERAL EXPENSES	1,100.00		1,100.00
66229	7529 - UGI ENERGY SERVICES	PO 114771 GAS SUPPLIER FOR PSE&G ACCOUNT 834297127		1,348.38	
	10-A00-0320-0225	(2023) GAS - NATURAL	1,347.68		
	10-C00-0320-0225	GAS - NATURAL	0.70		1,348.38
66230	2865 - V. E. RALPH & SON, INC	PO 114837 OEM Equipment for RTF		1,037.40	
	10-A00-0210-0206	(2023) EMERGENCY MGMT. - CERT	149.40		
	10-A00-0210-0205	(2023) EMERGENCY MGMT. - GENERAL EXP.	888.00		1,037.40
66231	3488 - VERIZON	PO 114595 FIOS - ACC 554-658-975-0001-21 - 10/21-1		179.00	
	10-A00-0305-0215	(2023) TELEPHONE - PHONE BILLS	179.00		179.00
66232	61 - VERIZON	PO 114599 POLICE HEADQUARTERS - 908-766-0037 - ACC		1,710.27	
	10-A00-0305-0215	(2023) TELEPHONE - PHONE BILLS	1,710.27		
		PO 114600 PHONE BILL - PILL HILL - 908-766-1410 -		348.96	
	10-A00-0305-0215	(2023) TELEPHONE - PHONE BILLS	348.96		
		PO 114601 FIRE DEPARTMENT - 908 766-1781 - ACCT#45		568.36	
	10-A00-0305-0215	(2023) TELEPHONE - PHONE BILLS	568.36		
		PO 114602 FIRE HOUSE - 908 766-9062 - ACCT#250-783		523.36	
	10-A00-0305-0215	(2023) TELEPHONE - PHONE BILLS	523.36		
		PO 114603 EMERGENCY PHONE LINE - 908-766-3400 - AC		182.74	
	10-A00-0305-0215	(2023) TELEPHONE - PHONE BILLS	182.74		
		PO 114895 908-204-3475 347 38Y -TRAIN STATION FIRE		82.25	
	10-C00-0305-0215	TELEPHONE - PHONE BILLS	82.25		
		PO 114969 TELEPHONE BILL 908-221-9611 - ACCT 450-7		583.54	
	10-C00-0305-0215	TELEPHONE - PHONE BILLS	583.54		3,999.48
66233	868 - VIKING PEST CONTROL	PO 114878 Monthly Pest Control and Carpenter Ant T		172.78	
	10-C00-0145-0216	BUILD. & GROUNDS - BUILD. MNT.	172.78		
		PO 114881 Monitoring for Mice Control at Police Ra		89.64	
	10-C00-0145-0244	BUILD. & GROUNDS - POLICE	89.64		262.42
66234	5939 - VISUAL COMPUTER SOLUTIONS, INC	PO 114876 POSS Service Agreement 03/2024 to 02/202		4,309.70	

List of Bills - (1010101006000) CASH - CURRENT FUND
CURRENT FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
	10-C00-0195-0230	POLICE - MAINTENANCE CONTRACTS	4,309.70		4,309.70
66235	1264 - WELDON ASPHALT CO.	PO 114199 BITUMINOUS CONCRETE & STONE - JULY-DEC 2		145.01	
	10-A00-0220-0218	(2023) STREETS & ROADS - ROAD REPAIR	145.01		145.01
	TOTAL				391,969.53

Total to be paid from Fund 10 CURRENT FUND	391,969.53
	391,969.53

Checks Previously Disbursed

241001	STATE OF NJ PENSIONS & BENEFITS	PO# 114967	HEALTH BENEFITS 1/1/2024-1/31/202	77,099.09	1/12/2024
241002	SOMERSET HILLS BOARD OF ED.	PO# 114968	SCHOOL TAX - JANUARY 2024	2,387,837.00	1/10/2024
241003	SPHERE COMMERCE		PARKING METER FEES	157.71	1/02/2024
				2,465,093.80	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 10 CURRENT FUND	2,465,093.80	391,969.53	2,857,063.33
BILLS LIST TOTALS	2,465,093.80	391,969.53	2,857,063.33

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List of Bills - (1910101001000) CASH - OTHER TRUSTS
OTHER TRUSTS
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
487	5595 - ANIMAL CONTROL SOLUTIONS, LLC	PO 114973 KENNELING & EMERGENCY VET CARE - 2024		140.00	
	19-285-0500-3001 RESERVE FOR ANIMAL CONTROL		140.00		140.00
488	3094 - EDMUNDS GOVTECH	PO 114869 2024 SOFTWARE MAINTEANCE*		616.61	
	19-285-0500-3001 RESERVE FOR ANIMAL CONTROL		616.61		616.61
489	6279 - JUSTIN ALT	PO 114874 REIMBURSEMENT FOR DEFENSIVE TRAINING CLA		600.00	
	19-285-0500-9302 BLEF DONATION - SELF DEFENSE TRAINING		600.00		600.00
490	6196 - MICHAEL PARADISO	PO 114873 REIMBURSEMENT FOR DEFENSIVE TRAINING CLA		754.74	
	19-285-0500-9302 BLEF DONATION - SELF DEFENSE TRAINING		754.74		754.74
491	7142 - SAIF NAQVI	PO 114875 REIMBURSEMENT FOR DEFENSIVE TRAINING CLA		281.25	
	19-285-0500-9302 BLEF DONATION - SELF DEFENSE TRAINING		281.25		281.25
492	2186 - TREASURER-STATE OF NEW JERSEY	PO 114891 4TH QUARTER 2023 CONSTRUCTION DCA FEES		5,751.00	
	19-285-0500-2002 DUE TO STATE - DCA		5,751.00		5,751.00**
493	7369 - TYLER DEMOTT	PO 114872 REIMBURSEMENT FOR DEFENSIVE TRAINING CLA		300.00	
	19-285-0500-9302 BLEF DONATION - SELF DEFENSE TRAINING		300.00		300.00**
	TOTAL				8,443.60

** = Payment(s) need to be approved before check can be printed.

Total to be paid from Fund 19 OTHER TRUSTS 8,443.60

8,443.60

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List of Bills - (2010101002000) CASH - PAYROLL PAYROLL AGENCY

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
55	7614 - VSP VISION	PO 114954 VISION INSURANCE - JANUARY 2024		369.80	
	20-280-5600-0899 PAYABLE - VISION		369.80		369.80
	TOTAL				369.80

Total to be paid from Fund 20 PAYROLL AGENCY 369.80

369.80

List of Bills - (4010101002000) CASH - SEWER UTILITY
SEWER UTILITY FUND
Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
11046	4352 - BERNARDS TOWNSHIP SEWERAGE AUTHORIT	PO 114894 SEWER BILLS 12/1/23-5/31/24		1,500.00	
	40-C00-0101-0240 SEWER - BERNARDS/SEWER CHARGE		1,500.00		1,500.00
11047	4614 - CHEMTRADE CHEMICALS US LLC	PO 113249 2023 Alum (blanket)		5,232.18	
	40-A00-0101-0216 (2023) SEWER - ALUM & CHLORINE		5,232.18		5,232.18
11048	4239 - COMCAST	PO 114742 XFINITY TV ACCOUNT - SEWER - 84990528900		32.46	
	40-A00-0101-0301 (2023) SEWER -TELEPHONE		32.46		32.46
11049	386 - DELTA DENTAL OF NEW JERSEY, INC	PO 114892 DENTAL INSURANCE 2024		763.42	
	40-C00-0101-0230 SEWER - GROUP INSURANCE		763.42		763.42
11050	3094 - EDMUNDS GOVTECH	PO 114869 2024 SOFTWARE MAINTEANCE*		4,122.14	
	40-C00-0101-0205 SEWER - GENERAL EXPENSES		4,122.14		
		PO 114890 2024 FUND ACCOUNTING/ FINANCE SERVER REN		1,552.94	
	40-C00-0101-0205 SEWER - GENERAL EXPENSES		1,552.94		5,675.08
11051	6760 - EDWARD KRISTOFF	PO 114940 Meal allowances 12/17/23 rain		24.00	
	40-A00-0101-0213 (2023) SEWER - PLANT MAINTENANCE		24.00		24.00
11052	1619 - GARDEN STATE LABORATORIES INC	PO 114474 2023, blanket, 4th quarter		1,500.00	
	40-A00-0101-0215 (2023) SEWER - TESTING		1,500.00		1,500.00
11053	7906 - INTERSTATE WASTE SERVICES OF NJ	PO 114054 2023 Blanket - Rag Container Disposal		1,025.00	
	40-A00-0101-0226 (2023) SEWER - SLUDGE REMOVAL		1,025.00		1,025.00
11054	7524 - JOSEPH MINO	PO 114839 Boot allowance next eligible 6/24		150.00	
	40-A00-0101-0206 (2023) SEWER - UNIFORMS		150.00		
		PO 114939 Meal allowances 12/17/23 rain		24.00	
	40-A00-0101-0213 (2023) SEWER - PLANT MAINTENANCE		24.00		174.00
11055	2780 - KEN KELEHER	PO 114941 Meal allowances 12/18/23 rain		24.00	
	40-A00-0101-0213 (2023) SEWER - PLANT MAINTENANCE		24.00		24.00
11056	3238 - MAIN LINE COMMERICAL POOLS,INC	PO 114820 Sodium Hypochloride		801.88	
	40-A00-0101-0213 (2023) SEWER - PLANT MAINTENANCE		801.88		801.88
11057	6059 - NJ AMERICAN WATER	PO 113843 1ST-4th QTR 2023 BASE CHARGE AND USAGE		300.04	
	40-A00-0101-0205 (2023) SEWER - GENERAL EXPENSES		300.04		300.04
11058	6191 - NORTHERN NURSERIES, INC.	PO 114597 7/8' Green Giant Arborvitae for Maple Vi		747.00	
	40-A00-0101-0214 (2023) SEWER - PUMP STATION MAINT.		747.00		747.00
11059	4335 - PASSAIC VALLEY SEWERAGE COMMISSION	PO 112727 1st. Qtr. 2023 Sludge Disposal		1,603.20	
	40-A00-0101-0226 (2023) SEWER - SLUDGE REMOVAL		1,603.20		1,603.20
11060	6042 - PSEG	PO 114926 PSE&G - ACCOUNT NUMBER 1301152803 - 8/2		91.62	
	40-A00-0101-0224 (2023) SEWER - NATURAL GAS/DIESEL		91.62		91.62
11061	1994 - RUSSELL REID	PO 113457 Sludge hauling blanket 2023		3,685.94	
	40-A00-0101-0226 (2023) SEWER - SLUDGE REMOVAL		3,685.94		3,685.94
11062	183 - TOWNSHIP OF PARSIPPANY-TROY HILLS	PO 114343 Blanket - sludge hauling, 3rd and 4th qu		4,116.00	
	40-A00-0101-0226 (2023) SEWER - SLUDGE REMOVAL		4,116.00		4,116.00

List of Bills - (4010101002000) CASH - SEWER UTILITY
SEWER UTILITY FUND

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
11063	1518 - USA BLUE BOOK	PO 113403 2023 Blanket		296.06	
	40-A00-0101-0213 (2023) SEWER - PLANT MAINTENANCE		296.06		296.06
11064	61 - VERIZON	PO 114923 TELEPHONE BILLS - 1/1-1/31 - 201 X52-128		359.83	
	40-C00-0101-0301 SEWER -TELEPHONE		359.83		359.83
11065	7609 - VINCENT & DIANE NOTTE	PO 114844 REFUND OF 2023 SEWER FEES - ACCT 325-0 -		643.27	
	40-123-0300-1000 2023 SEWER USER FEES		643.27		643.27
11066	494 - WORK N WEAR	PO 113569 Work Clothing		798.00	
	40-A00-0101-0205 (2023) SEWER - GENERAL EXPENSES		798.00		798.00
	TOTAL				29,392.98

Total to be paid from Fund 40 SEWER UTILITY FUND 29,392.98

29,392.98

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List of Bills - (5510101002000) CASH - SEWER CAPITAL
SEWER CAPITAL

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
57	6180 - PAULUS, SOKOLOWSKI & SARTOR, LLC	PO 114509 WWTP Grit System Upgrade Engineering - P		5,075.00	
	55-215-0258-1002	CAP ORD 2023-1972 - ENGINEERING FOR PISTA GRI	5,075.00		
		PO 114515 Water Main Extension Engineering - Prof.		1,425.00	
	55-215-0259-1000	CAP ORD 2023-1973 - WATER MAIN EXTENSION	433.75		
	55-215-0258-1002	CAP ORD 2023-1972 - ENGINEERING FOR PISTA GRI	991.25		6,500.00
	TOTAL				6,500.00

Total to be paid from Fund 55 SEWER CAPITAL 6,500.00

6,500.00

List of Bills - (7010101002000) CASH - COAH
COAH TRUST

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
2284	5366 - CGP&H, LLC	PO 112850 ADMINISTRATIVE AGENT & PLANNING SERVICES		804.00	
	70-286-5685-4013 COAH - ADMINISTRATIVE COSTS		804.00		804.00
2285	7006 - INTERSTATE WASTE SERVICES OF NJ	PO 114945 Garbage Removal - 63-73 Bernards Avenue		196.80	
	70-286-5685-4013 COAH - ADMINISTRATIVE COSTS		196.80		196.80
2286	895 - PIDGEON AND PIDGEON,P.C.	PO 114778 DECEMBER 2023 LEGAL SERVICES		409.50	
	70-286-5685-4013 COAH - ADMINISTRATIVE COSTS		409.50		409.50
	TOTAL				1,410.30

Total to be paid from Fund 70 COAH TRUST 1,410.30

1,410.30

List of Bills - (7210101002000) CASH - OPEN SPACE TRUST
OPEN SPACE TRUST

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
2152	895 - PIDGEON AND PIDGEON,P.C.	PO 114778 DECEMBER 2023 LEGAL SERVICES		546.00	
	72-286-5685-3001	RESERVE FOR OPEN SPACE - AQUISITION	546.00		546.00
	TOTAL				546.00

Total to be paid from Fund 72 OPEN SPACE TRUST 546.00

546.00

List of Bills - (8510101002000) CASH - RECREATION TRUST
RECREATION TRUST

Meeting Date: 01/22/2024 For bills from 12/27/2023 to 01/17/2024

Check#	Vendor	Description	Account	PO Payment	Check Total
625	7326 - BRICK BOTS AND BEAKERS	PO 114734 Holiday Workshop and Coding Class		700.00	
	85-286-5685-4000 RESERVE FOR RECREATION TRUST - GENERAL		700.00		700.00
	TOTAL				700.00

Total to be paid from Fund 85 RECREATION TRUST 700.00

700.00

RESOLUTION #24-24

AUTHORIZING THE ADMINISTRATOR AND CLERK TO SIGN AN APPLICATION FOR A HIGHLANDS STORMWATER GRANT

BE IT RESOLVED, by the Borough Council to authorize the Administrator and Clerk to sign an application for a Highlands Stormwater Grant.

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on January 22, 2024.

_____

RESOLUTION #24-25

AUTHORIZING THE PURCHASE OF BULK ROCK SALT THROUGH SOMERSET COUNTY CO-OP CONTRACT

WHEREAS, the Borough of Bernardsville is looking to purchase bulk rock salt as recommended by the Public Works Manager in a memo dated December 15, 2023; and

BE IT RESOLVED by the Borough Council as follows:

(1) The purchase of bulk rock salt is hereby authorized.

(2) The contract is awarded through Somerset County Co-op Contract #CC-0054-22 with Atlantic Salt, Inc., of Lowell, MA at a unit price of $75.90 per ton for an amount not to exceed $80,000 (approximately 1,000 tons).

(3) The Public Works Manager, and if necessary, Mayor & Clerk, and/or CFO are hereby authorized to sign any necessary documents.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the purchase discussed herein are available in the Streets and Roads Operating Budget.

_____

I, Anthony Suriano, Borough Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

_____

RESOLUTION #24- 26
DESIGNATING FIELD TREATMENTS IN 2024

BE IT RESOLVED that treatments on fields for 2024 will be as follows:

Synthetic Treatments:

Inside fenced baseball playing area @ Rose Bowl, Claremont, Kiwanis (2) and Borough Hall plus Preventive Grub Treatment.

Organic Treatments:

Polo Grounds and Evankow Soccer Fields– Organic Treatments plus Preventative Grub Treatment

All other areas: Library, Pool and Basketball Court, around Pickleball Courts, Playgrounds, Common areas of Kiwanis are Organic Treatment Only (no Preventive Grub Treatment)

BE IT FURTHER RESOLVED that

1. Notifications will be made to participant organizations advising them of scheduled treatments along with the products to be used with each treatment

2. Target dates for lawn treatments and products used for each treatment shall be posted on the Borough webpage and

3. Field users cannot self-administer and apply products.

I, Anthony Suriano, Borough Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Governing Body at a duly convened meeting held January 22, 2024 .

_____

RESOLUTION #24-27

AUTHORIZING A CONTRACT WITH TRUGREEN THROUGH SOMERSET COUNTY CO-OP CONTRACT

WHEREAS, the Borough of Bernardsville is looking for 2024 field fertilization treatments as recommended by the Public Works Manager in a memo dated December 15, 2023; and

BE IT RESOLVED by the Borough Council as follows:

(1) A contract is awarded through Somerset County Co-op Contract #CC-0110-23 with TruGreen for an amount not to exceed $20,000.

(2) The Public Works Manager, and if necessary, Mayor & Clerk, and/or CFO are hereby authorized to sign any necessary documents.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the purchase discussed herein are available in the Buildings and Grounds – Recreation Field Maintenance line in the operating budget.

_____

I, Anthony Suriano, Borough Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

_____

Co-op Field Treatments

RESOLUTION #24-28

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH PARKER MCCAY FOR LEGAL SERVICES

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville as follows:

1. The Mayor and Clerk are hereby authorized to sign a Professional Services Agreement with Parker McCay for legal services.

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law.

3. The amount of this contract shall be for an amount not to exceed $10,000.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the project discussed herein are available in Account #10-C00-0135-0200.

_____

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on January 22, 2024.

_____

RESOLUTION #24-29

APPROVING MEMBERSHIP IN THE FIRE COMPANY

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to approve a membership application to the Bernardsville Fire Company for the following:

David Lai-Len
57 Lyons Road
Basking Ridge, NJ 07920

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on January 22, 2024.

_____

\resolution\fireco-member

RESOLUTION #24-30

APPROVING A REQUEST FROM THE GREEN TEAM & ENVIRONMENTAL COMMISSION FOR OBTAINING SEEDLINGS FOR DISTRIBUTION IN APRIL IN CONJUNCTION WITH EARTH DAY –
TREE RECOVERY CAMPAIGN APPROVAL REQUEST

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to approve a Tree Recovery Campaign Approval Request (Green Team & Environmental Commission obtaining seedlings for distribution in April in conjunction with Earth Day)

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on January 22, 2024.

_____

\resolution\fireco-member

RESOLUTION #24-31

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH JOE PLATT OF TRAFFIC PLANNING & DESIGN, INC.

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to authorize the Mayor and Clerk to sign a Professional Services Agreement with Traffic Planning & Design, Inc. pursuant to a proposal dated December 21, 2023.

FURTHER RESOLVED, this contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A:11-5(1)(a) of the Local Public Contracts Law.

FURTHER RESOLVED, the amount of this contract shall be for an amount not to exceed $6,250.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the project discussed herein are available in 10-C00-0140-0200 ENGINEERING - OE

_____

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on January 22, 2024.

_____

TRAFFIC PLANNING AND DESIGN, INC.

WWW.TRAFFICPD.COM

Professional Services Agreement – Letter of Engagement

Date: December 21, 2023 Client: Borough of Bernardsville

Client Address: 166 Mine Brook Road
Bernardsville, NJ 07924

Client Contact: Nancy Malool – Borough Administrator

Project Name: Borough Parking Ordinances

Municipality/County/State: Borough of Bernardsville, Somerset County, NJ

TPD Project Manager: Joseph Platt, PE

TPD Project No.: BOB 00001

Traffic Planning and Design, Inc. (TPD) is pleased to submit this Letter of Engagement regarding the above-referenced project ("Project"). This Agreement will be between TPD and Borough of Bernardsville ("Client").

Scope of Services

Upon Client's authorization, TPD will perform the following tasks which represent **initial services** for this Project:

1. Review the following Borough codes related to Parking:
    - Municipal Code
        - §7-7 – Parking
        - §8 – Parking Lots and Off-Street Traffic Regulations
    - Chapter LD Land Development Regulations Chapter

    TPD will review these codes for consistency between codes, identify gaps in code requirements, and make recommendations regarding current industry parking best practices
2. TPD will meet with Borough staff and other Borough professionals (i.e., Land Use Boards Engineer and Planner) to discuss preliminary findings as well as recurring issues with the parking regulations within current code from previous land development projects.
3. TPD will prepare a memorandum of our findings and recommendations for Borough consideration. If requested, TPD will review the findings and recommendations with Borough Council and/or Land Use Boards at a regularly scheduled meeting.

Fee for Initial Services

The services described above will be provided based on TPD's current fee schedule (attached). The estimated fee for TPD's performance of the tasks listed in the above Scope of Services is **$6,250.00**. TPD will invoice the client per hour of work, in quarter hour (0.25 hr) increments, on the respective tasks.

Expenses such as copies, prints, postage, mileage, next-day mail, and hand-delivery of materials are **not** included in the fee for professional services, and will be billed in addition to TPD's professional services.

Fee Adjustments

If, through no fault of TPD the orderly and continuous progress of TPD's services is impaired, or TPD's services are delayed or suspended, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.

If Client authorizes changes in the Scope of Services, extent, or character of the Project or TPD's services, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.

{Continue to next Page for TPD's Terms and Conditions}

Terms and Conditions

1. *Payment Terms*

a. *Invoices:* TPD shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Client on a monthly basis. Invoices are due and payable within 30 calendar days of receipt. If Client fails to make full payment on any undisputed amount due to TPD within 30 calendar days after receipt of TPD's invoice, then (1) the amounts due to TPD will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less), and (2) in addition TPD may, after giving seven (7) calendar days written notice to Client, suspend services under this Agreement until TPD has been paid in full all amounts due. TPD shall not be obligated to resume services under the Agreement until Client has paid all sums previously due and owed by Client. Client waives any and all claims against TPD for any such suspension.

b. *Payment:* As compensation for TPD providing or furnishing services, Client shall pay TPD as set forth in TPD's Professional Services Agreement. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise TPD in writing of the specific basis for doing so, and may withhold only that portion so disputed, and must pay the undisputed portion. Client agrees to reimburse TPD for all costs and expenses incurred in connection with the collection of invoices due here under, including reasonable attorney's fees.

c. If, through no fault of TPD the orderly and continuous progress of TPD's services is impaired, or TPD's services are delayed or suspended, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.

d. If Client authorizes changes in the Scope of Services, extent, or character of the Project or TPD's services, then the time for completion of TPD's services, and the rates and amounts of TPD's compensation, shall be adjusted equitably.

2. *Instruments of Service*

a. Drawings, specifications and other documents prepared by TPD and TPD's consultants are Instruments of Service for use solely with respect to this Project. This includes documents in electronic form. TPD and TPD's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights whether or not the Project is completed.

b. TPD grants Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing, using, maintaining, altering and adding to the Project, provided that the Client substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. Client may make and retain copies of documents for information and reference in connection with use on the Project by Client. The non-exclusive license does not come into existence until payment is made and any license that has come into existence is automatically terminated upon TPD's suspension of services under Paragraph 1 a. for Client's failure to make any payment due under this Agreement.

c. Instruments of Service are not intended or represented to be suitable for reuse by Client or others on extensions of the specific Project for which they were prepared or on any other project. Any such reuse or modification without written verification or adaptation by TPD, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to TPD or to TPD's Consultants. Client shall defend, indemnify and hold harmless TPD and TPD's Consultants from all claims, damages, losses, economic damages and expenses, including attorneys' fees arising out of or resulting from such reuse or modification.

3. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by TPD under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. TPD makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished, or in any report, opinion, document, by TPD.

4. Limitation of Liability

a. To the fullest extent permitted by law, the total liability in the aggregate, of TPD and TPD's officers, directors, employees, agents, and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to TPD's services, the Project, or this Agreement, from any cause or causes whatsoever, including but not limited to, any negligence, errors, omissions, strict liability, breach of this Agreement, misrepresentation, or breach of warranty of TPD or TPD's officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total compensation received by TPD under this Agreement or $50,000 whichever is greater.

b. Client and TPD waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Project or Agreement.

c. TPD may rely upon the accuracy and completeness of, and shall not be responsible for, any acts or omissions in any data, design elements and information supplied by Client, or by any contractor, subcontractor, supplier, agent or employee or any other person acting on behalf of Client.

5. Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
   a. By either party upon 30 calendar days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
   b. By TPD:
      i. Upon seven (7) calendar days written notice if Client demands that TPD furnish or perform services contrary to TPD's responsibilities as a licensed professional; or
      ii. Upon seven (7) calendar days written notice if TPD's services are delayed for more than 60 calendar days for reasons beyond TPD's control.
      iii. Upon seven (7) calendar days' written notice if Client fails to pay TPD for its services in accordance with contract terms.
   c. TPD shall have no liability to Client on account of a termination for cause by TPD.
   d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 5.A.1.a if the party receiving such notice begins, within seven (7) calendar days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 calendar days of receipt of notice.
2. For convenience, by Client, effective five (5) calendar days after TPD's receipt of written notice from Client.

B. In the event of any termination under Paragraph 5, TPD will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the services, and TPD's consultants' charges, if any.

6. Successors and Beneficiaries

a. TPD and Client each is hereby bound and the successors, executors, administrators, and legal representatives of TPD and Client are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

b. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or TPD to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client named in TPD's Professional Services Agreement and TPD and not for the benefit of any other party.

7. Dispute Resolution

Disputes shall be initiated by written notice. Prior to the initiation of any legal proceedings, Client and TPD agree to negotiate a resolution to each dispute between them in good faith during the 30 calendar days after receiving written notice of the dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. A written request for mediation may be made by either party. The receiving party shall respond within ten (10) business days, and the initial mediation session shall be held within thirty (30) business days of the request. The parties shall share equally the costs and expenses of the mediation, except that each party shall bear the cost of its own legal representation. If mediation is unsuccessful, then the parties may exercise their rights at law. Either party may proceed in accordance with applicable law to meet filing deadlines, but any litigation shall be stayed for a reasonable period to negotiate and mediate the dispute as set forth in this paragraph.

8. General Conditions

a. TPD shall complete its services in accordance with the schedule identified in the Professional Services Agreement or if no time period is specified, within a reasonable period of time.

b. TPD shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall TPD have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. TPD shall not be responsible for the acts or omissions of any contractor. TPD neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work.

c. TPD's opinions (if any) of probable construction cost are to be made on the basis of TPD's experience, qualifications, and general familiarity with the construction industry. However, because TPD has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, TPD cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by TPD. If Client requires greater assurance as to probable construction cost, then Client agrees to obtain an independent cost estimate.

d. If any term or provision of this Agreement shall be held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

e. Titles/Headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

f. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

g. Neither party will be in default of any provision of this Agreement for delays and performances resulting from strikes, riots, lock-outs, acts of God, or civil or military authority, fire, flood, tornadoes, epidemics, or other disasters, or events or acts beyond the reasonable control and without negligence of the party. Time to perform is extended by the time of delay.

h. This Agreement is to be governed by the law of the state in which the Project is located.

9. Total Agreement

a. This Agreement (together with any expressly incorporated attachments) constitutes the entire agreement between TPD and Client and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, or modified by a duly executed written instrument by both parties.

b. This Agreement may be executed by way of original, facsimile, PDF or electronic signature and transmitted electronically. The Agreement may be executed in counterpart, each of which shall be deemed an original, but all counterparts together shall constitute one and the same Agreement.

{Continue to next page for Authorization Page}

AUTHORIZATION PAGE

Use of Agreement

Client agrees that the Scope of Services and related provisions in this Agreement represent a valuable and unique work product developed by TPD specifically for this Project. As such, it may not be used or disclosed by Client for any purpose without TPD's express consent in writing unless required to be released as part of a Freedom of Information Act request. This specifically precludes Client from utilizing the enclosed Scope of Services for the purpose of soliciting competitive bids from other companies, unless TPD has been compensated for our services in developing the Scope of Services and related provisions.

Client Acceptance

TPD's offer of services under this Agreement shall remain valid for thirty (30) calendar days from the date of this letter. Acceptance of the Agreement after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the letter, and waives its right to re-evaluate and resubmit the letter. In order for TPD to begin our services, we request that Client review this Agreement and return the signed authorization to our office.

Prepared by:

Traffic Planning and Design, Inc. (TPD)

_____

Joseph Platt, P.E. , *Vice President*

Client Authorization (TPD Job #BOB 00001)

Client authorizes TPD to proceed with the services as described within this Agreement:

Signature: _____ Date: _____

Name (Please Print): _____

Title: _____ Firm: _____

E-mail Address: _____ Phone Number: _____

Billing Contact: _____ Billing Email: _____

Billing Address*: _____

City, State, Zip*: _____

** (If different than first page)*

Please retain one copy for your file and forward an executed copy to TPD.

Headquarters for Traffic Planning and Design, Inc. (TPD)
2500 East High Street, Suite 650
Pottstown, PA 19464
Phone 610.326.3100
www.trafficpd.com

RESOLUTION #24-32

AUTHORIZING THE ADMINISTRATOR
TO SIGN AN AGREEMENT WITH PARKMOBILE

BE IT RESOLVED, by the Borough Council to authorize the Administrator to sign the attached agreement with ParkMobile.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the project discussed herein are available in 10-C00-0145-0200 BUILDINGS & GROUNDS - OE

_____

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held on January 22, 2024.

_____

This ParkMobile Service Agreement ("Agreement") is made by and between Parkmobile, LLC, a Delaware limited liability company, with offices at 1100 Spring St. NW, Ste 200, Atlanta, GA 30309 ("ParkMobile") and Borough of Bernardsville, a New Jersey municipality, with offices at 166 Mine Brook Rd, Bernardsville, NJ 07924 ("Client"). This Agreement will become effective as of the last signature date below (the "Effective Date"). In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

PARTY CONTACTS			
Client		**ParkMobile**	
Legal Name:	Borough of Bernardsville	**Legal Name:**	Parkmobile, LLC
Contact:	Nancy Malool	**Sales Rep:**	Michael Deletto
Email:	nmalool@bernardsvilleboro.org	**Email:**	Michael.Deletto@parkmobile.io
Phone:	9087763000	**Phone:**	4012871569
Address:	Borough of Bernardsville 166 Mine Brook Rd Bernardsville, NJ 07924	**Address:**	Parkmobile, LLC 1100 Spring St. NW Ste 200 Atlanta, GA 30309 **For legal notices:** with a copy to ParkMobile's Legal Department at the above address and to legal-notices@parkmobile.io.

SERVICE TERMS	
Services	ParkMobile will provide Client with the Services related to the following types of parking transactions: **On-Demand, Reservations**
Initial Term	2~~3~~ years beginning on the Effective Date
Renewal	This Agreement ~~will automatically~~may renew upon mutual written consent of the parties for one (1) ~~for~~ additional successive one (1) year term~~s~~ unless earlier terminated pursuant to this Agreement's express provisions ~~or either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term~~ (~~each~~ a "Renewal Term" and, collectively, together with the Initial Term, the "Term").
Termination	Either party may terminate this Agreement effective immediately on written notice to the other party, if the breaching party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
Merchant of Record	The parties designate ParkMobile as the merchant of record. **Client agrees to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service.** ParkMobile will remit any amounts due Client in arrears to Client on the 15th of the following month.

Parking Locations	The Services will be provided to Client in the following locations / geographical territory:
Signage	Client will receive one free welcome kit that includes the aluminum signs and/or decal stickers necessary to complete implementation (installation not included). All signage included in the welcome kit is designed using ParkMobile's standard signage templates. Custom signage may be made available to Client for purchase at ParkMobile's current signage rates. Any requested changes to ParkMobile's standard signage templates will be treated as custom signage. Additional and/or replacement signage may be purchased by Client at ParkMobile's then-current signage rates. Installation and maintenance of all signage is Client's sole responsibility.
Governing Law	State of New Jersey
Schedules	This Agreement incorporates the following Schedules: Schedule 1: Client General Terms and Conditions; Schedule 2: Services; Schedule 3: Client Electronic Funds Authorization Form

IMPLEMENTATION FEES			
Description	**Units**	**Rate**	**Price**
Implementation Fee	0	$1,000.00	$0.00
Custom Development	0	$165.00/hr	$0.00
		Total Implementation Fees:	**$0.00**

ADDITIONAL FEES	
Call Center & Customer Support	WAIVED
Client Support & Maintenance	WAIVED
Hosting	WAIVED
Enforcement Portal	WAIVED
Reporting Portal	WAIVED
Marketing & Advertising	WAIVED

USER FEES		
On-Demand User Fee	$0.4~~05~~	per transaction
Reservation User Fee	15%	of parking fee
“No-Charge” Reservation Service Fee	$1.00	per no-charge reservation

The parties have executed this Agreement as of the Effective Date.

BOROUGH OF BERNARDSVILLE

By: _____

Name:

PARKMOBILE, LLC

By: _____

Name:

Title:

Date:

Title:

Date:

SCHEDULE 1:
CLIENT GENERAL TERMS & CONDITIONS

1. SERVICES

1.1 General. During the term, ParkMobile will provide the Services to Client in accordance with the terms and conditions of this Agreement.

1.2 Launch Date. The parties will mutually agree upon the launch date for the Services.

1.3 ParkMobile Application. On and after the launch date, Client's Parking Locations, along with associated Parking Information, will be made available to the general public through the ParkMobile Application.

1.4 Parking Management Services. Subject to the license granted in Section 2, Client will be provided access to the Platform to manage Client's Parking Locations and associated Parking Information.

1.5 Parking Locations. The parties agree that ParkMobile does not own, operate, manage, or maintain any Parking Location. Client agrees that ParkMobile is not responsible for the condition or operation of any Parking Location, including, but not limited to, the operation of third-party hardware and/or software-based solutions used by Client at the Parking Location or for the delivery and/or fulfillment of parking or other services at the Parking Location.

1.6 Publicity of Services. Each party will use commercially reasonable efforts to market the Services throughout the Term. All brochures and promotional material to be distributed by Client will be in a form mutually agreed upon by the parties, which will not be unreasonably withheld or delayed.

1.7 Exclusivity. Throughout the term, the parties agree that ParkMobile will be the exclusive provider of electronic payment parking services for Client.

1.8 PCI DSS. ParkMobile has obtained, and will continue to maintain throughout the term, Payment Card Industry – Data Security Standard (PCI DSS) certification.

1.9 Online Client General Terms & Conditions. The parties agree that this Agreement supersedes the Client General Terms and Conditions that is publicly available at https://parkmobile.io/client-terms with respect to the Services provided under this Agreement.

2. ACCESS & USE OF PLATFORM

2.1 Provision of Access. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, all applicable laws and regulations, and Client's payment of fees, ParkMobile grants Client a non-exclusive, non-transferable right to access and use the Platform during the Term. Such use is limited to Client's internal use. ParkMobile will provide Client the Access Credentials within a reasonable time following the Effective Date.

2.2 Documentation License. ParkMobile hereby grants to Client a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the Services.

2.3 Use Restrictions. Client will not, directly or indirectly, and will not permit any third party to, access or use the Platform except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Client shall not, except as this Agreement expressly permits: (a) copy, modify, or create derivative works of the Platform or Documentation, in whole or in part; (b) rent, lease, copy, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any person or entity; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (d) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) remove any proprietary notices from the Platform or Documentation; (f) use the Platform or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any IP Right or other right of any person, or that violates any applicable law; (g) upload invalid data, malware, or other software agents through the Platform; or (h) use the Platform for any purpose beyond the scope of the access granted in this Agreement.

2.4 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any IP Rights in or relating to, the Services, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services are and will remain with ParkMobile.

2.5 Changes. ParkMobile reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of ParkMobile's services to its customers; (ii) the competitive strength of or market for ParkMobile's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law.

2.6 Suspension or Termination of Services. Notwithstanding anything to the contrary in this Agreement, ParkMobile may suspend, terminate, or otherwise Client's, any Authorized User's, or any other person's access to or use of all or any part of the Services, without incurring any resulting obligation or liability, if: (a) ParkMobile receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires ParkMobile to do so; or (b) ParkMobile believes, in its good faith and sole discretion, that (i) Client or any Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be using the Services for fraudulent, misleading, or unlawful activities;

(iii) there is a threat or attack on any of the Services; (iv) Client's or any Authorized User's use of the Services disrupts or poses a security risk to ParkMobile or to any other client, end user, vendor or partner of ParkMobile; or (v) this Agreement expires or is terminated. This Section does not limit any of ParkMobile's other rights or remedies, whether at law, in equity, or under this Agreement.

3. CLIENT RESPONSIBILITIES

3.1 Use of Platform Account. Client is responsible and liable for all uses of the Platform resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Client must notify ParkMobile immediately of any breach of security or unauthorized use of Client's account.

3.2 Parking Information. Client is responsible for setting all rates, zones, and other required information regarding its Parking Locations offered through the ParkMobile Application and for keeping such information up to date within the Platform.

3.3 Effect of Client Failure or Delay. ParkMobile is not responsible or liable for any delay or failure of performance caused in whole or in part by Client's delay in performing, or failure to perform, any of its obligations under this Agreement.

4. SERVICE AND SUPPORT

4.1 Scheduled Maintenance. ParkMobile will use commercially reasonable efforts to schedule downtime for routine maintenance of the Services between the hours of 12:00 a.m. and 4:00 a.m., Eastern Time; however, ParkMobile may modify this window from time-to-time by providing Client with advance notice. If ParkMobile anticipates that it will need to perform maintenance activities that are likely to be disruptive to the use of the Services outside of the scheduled maintenance window, ParkMobile will use commercially reasonable efforts to give Client at least 24 hours prior notice. Notwithstanding the foregoing, ParkMobile reserves the right to perform any required emergency maintenance work outside of the scheduled maintenance window. To the extent practicable, ParkMobile will use commercially reasonable efforts to notify Client before commencing any emergency maintenance outside of the scheduled maintenance window and will use commercially reasonable efforts to limit or avoid impact to use of the Services.

4.2 Client Support. ParkMobile will use commercially reasonable efforts to assist Client with any technical support that Client may reasonably require in using the Services. ParkMobile will provide technical support for rate and configuration changes to Client Monday – Friday (excluding holidays) between the hours of 8:00 a.m. and 6:00 p.m. (ET). For issues relating to On-Demand Parking Services, Client may submit a support request via email to support@parkmobile.io. For issues relating to Reservation Parking Services, Client may submit a support request via email to prs@parkmobile.io. ParkMobile will provide Client with emergency technical support 24 hours a day, seven days a week, 365 days a year. In the event of an emergency involving technical and/or system availability issues, Client may contact the on-call engineer via email to applicationsupport@parkmobile.io.

4.3 End-User Support. ParkMobile will provide customer support for ParkMobile Users 24 hours a day, seven days a week, 365 days a year. There are multiple methods that ParkMobile Users can access customer support, such as: ParkMobile's online ticketing system, in-app chat feature, and toll-free phone number.

5. CONFIDENTIAL INFORMATION

5.1 General. Subject to the Open Public Records Act of New Jersey, n~~N~~either party will disclose the other party's Confidential Information except to its employees, affiliates, agents, or professional advisors ("Representatives") who need to know it and who have a legal obligation to keep it confidential. The receiving party will use the disclosing party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The receiving party will ensure that its Representatives are also subject to the same non-disclosure and use obligations. The receiving party may disclose the other party's Confidential Information when required by law after giving reasonable notice to the disclosing party, if permitted by law.

5.2 Personal Data. In the event a party discloses Personal Data to the other party, the receiving party will have the right to use the Personal Data only as required and necessary to perform its obligations under this Agreement.

6. INTELLECTUAL PROPERTY OWNERSHIP

6.1 Client Data. Client Data remains the sole and exclusive property of Client. Client grants ParkMobile a perpetual, irrevocable, royalty-free license to use Client Data in connection with the Services.

6.2 Client Brand Features. Client grants to ParkMobile a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display Client's Brand Features in connection with providing and/or marketing the Services. ParkMobile will not make any use of Client's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.3 ParkMobile IP. Client acknowledges that, as between Client and ParkMobile, ParkMobile owns all right, title, and interest, including all IP Rights, in and to the Services, including but not limited to the ParkMobile Application and the Platform.

6.4 ParkMobile Brand Features. ParkMobile grants to Client a nonexclusive, nonsublicensable, nontransferable, royalty free license during the term to display ParkMobile's Brand Features in connection with the Services, subject to ParkMobile's Brand Guidelines available at https://parkmobile.io/company/parkmobile-media-assets/logos/. Client will not make any use of ParkMobile's Brand Features in a manner that dilutes, tarnishes or blurs the value of such Brand Features.

6.5 ParkMobile User Data. ParkMobile User Data remains the sole and exclusive property of ParkMobile. ParkMobile may sublicense certain ParkMobile User Data to Client upon Client's execution of ParkMobile's Data Protection

Agreement. Client will not, directly or indirectly: (i) sell or resell ParkMobile User Data in any capacity or form; (ii) create any derivative work using ParkMobile User Data; or (iii) use ParkMobile User Data for purposes other than those specifically allowed in this Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that ParkMobile will not sublicense or provide any PCI Data to Client.

6.6 **Resultant Data.** Resultant Data remains the sole and exclusive property of ParkMobile. ParkMobile grants Client a revocable, royalty-free, non-exclusive, non-assignable, non-transferable license to applicable Resultant Data for the duration of the term only for Client's internal use in connection with the Services.

6.7 **Reservation of Rights.** ParkMobile reserves all rights not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Client or any third party any IP Rights or other right, title, or interest in or to the ParkMobile Application and/or the Platform.

7. FEES AND PAYMENT

7.1 **Fees.** Client shall pay ParkMobile the fees set forth in the Agreement that incorporates these Client General Terms & Conditions ("Fees") in accordance with this Section 7.

7.2 **Payment Terms.** The parties designate ParkMobile as the merchant of record. Client agrees to pay ParkMobile $0.20 + 3% of the total transaction amount per transaction for this service. On or before the 15th day of each month, ParkMobile will disburse to Client all parking fees ParkMobile received during the preceding month from ParkMobile Users on behalf of Client as a direct result of this Agreement, less any amounts owed to ParkMobile.

7.3 **Taxes.** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Client hereunder, other than any taxes imposed on ParkMobile's income.

7.4 **Reserved.**

7.5 **No Deductions or Setoffs.** All amounts payable to ParkMobile under this Agreement shall be paid by Client to ParkMobile in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

7.6 **Fee Increases.** Beginning on the first anniversary of the Effective Date and continuing annually thereafter on a compounding basis, fees shall increase by ten percent (10%) or the percentage equal to the average increase in all items under the Consumer Price Index over the prior 12-month period, whichever is greater. Based on this criteria, fees shall then round up to the nearest two (2) decimal places. This change will take effect without prior notice to Client.

7.7 **Limited Payment Agent.** Client appoints ParkMobile as its agent for the limited purpose of receiving, holding, and settling payments made by ParkMobile Users to Client in connection with the Services. Client acknowledges and agrees that receipt of payment from ParkMobile Users in connection with the Services by ParkMobile shall be deemed the same as receipt by Client itself.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Mutual.** Each party represents, warrants and covenants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other legal entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the representative that is executing this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 **ParkMobile.** ParkMobile represents, warrants, and covenants to Client that ParkMobile will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

8.3 **Disclaimers.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 8.1 AND SECTION 8.2, ALL SERVICES ARE PROVIDED "AS IS." PARKMOBILE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PARKMOBILE DOES NOT WARRANT THAT THE SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE. PARKMOBILE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS.

9. INDEMNIFICATION

9.1 **Mutual.** Each party will indemnify, defend, and hold harmless the other party from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred as a result from any third-party claim, suit, action, or proceeding ("Third-Party Claim") to the extent it arises from a breach of the indemnifying party's representations and warranties under this Agreement.

9.2 **ParkMobile.** ParkMobile will indemnify, defend, and hold harmless Client from and against any and all Losses incurred by Client resulting from any Third-Party Claim that the Platform or any use of the Platform in accordance

with this Agreement, infringes or misappropriates such third party's IP Rights, provided that Client promptly notifies ParkMobile in writing of the claim, cooperates with ParkMobile, and allows ParkMobile sole authority to control the defense and settlement of such claim.

9.3 **Client.** Client will indemnify, defend, and hold harmless ParkMobile from and against any and all Losses incurred by ParkMobile resulting from any Third-Party Claim arising out of Client's disclosure or use of ParkMobile User Data in violation of this Agreement.

9.4 **Mitigation.** If any of the Services are claimed to, or in ParkMobile's opinion are likely to, infringe, misappropriate, or otherwise violate any third-party IP Rights, or if Client's use of the Services is enjoined or threatened to be enjoined, ParkMobile may, at its option and sole cost and expense: (a) obtain the right for Client to continue to use the Services as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to seek to make the Services (as so modified or replaced) non-infringing, while providing equivalent features and functionality, in which case such modifications or replacements will constitute the Services, as applicable, under this Agreement; or (c) by written notice to Client, terminate this Agreement and require Client to immediately cease any use of the Services.

9.5 **Sole Remedy.** THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND PARKMOBILE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. LIMITATION OF REMEDIES AND DAMAGES

10.1 **Exclusion of Damages.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL PARKMOBILE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 **Cap on Monetary Liability.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.3, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PARKMOBILE ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE TIMES THE TOTAL AMOUNTS PAID TO PARKMOBILE UNDER THIS AGREEMENT IN THE 24~~12~~ MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10.3 **Exceptions.** The exclusions and limitations in Section 10.1 and Section 10.2 do not apply to ParkMobile's obligations under Section 9 or liability for ParkMobile's gross negligence or willful misconduct.

11. RESERVED

12. GENERAL TERMS

12.1 **Assignment.** ~~Client~~ Neither party shall ~~not~~ assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntary, involuntarily, by operation of law, or otherwise, without ~~ParkMobile's~~ the other party's prior written consent. No assignment, delegation, or transfer will relieve ~~Client~~ either party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.1 is void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns.

12.2 **Severability.** If a court of competent jurisdiction holds any term or provision of this Agreement to be invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

12.3 **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

12.4 **Notices.** Any notice or communication permitted or required under this Agreement must be in writing and will be deemed received by the addressee: (a) when received, if delivered by hand with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Notices must be sent to the attention of the respective party's legal department at the address set forth at the beginning of this Agreement or such other address as either party may specific in writing. Any notice permitted or required under this Agreement that is sent to ParkMobile shall also be sent via email to legal-notices@parkmobile.io.

12.5 Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of New Jersey, United States of America (including its statutes of limitations). Any action to enforce shall be brought in Superior Court of Morris County, New Jersey.

12.6 Amendment; Waivers. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement. No waiver by any party will be effective unless explicitly set forth in writing and signed by the party so waiving. No terms or conditions stated in a Client purchase order, vendor onboarding process or web portal, or any other Client order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

12.7 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

12.8 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.9 Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquakes, storms or other elements of nature, pandemics, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.10 Independent Contractors. The parties to this Agreement are independent contractors. The parties do not intend, and nothing in this Agreement should be construed, to create or enter into any partnership, joint venture, employment, franchise, agency, or similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

12.11 Export Control. Client will comply with all export and import laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Client: (i) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (ii) will not (and will not permit any third parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (iii) will not submit to any Service any information that is controlled under the U.S. International Traffic in Arms Regulation.

12.12 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

12.13 Counterparts. The parties may execute this Agreement in counterparts, including PDF and other electronic copies, which taken together will constitute one instrument.

13. DEFINITIONS

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Platform.

"Authorized User" means Client's employee, consultant, contractor, and agent who is authorized by Client to access and use the Platform under the rights granted to Client pursuant to this Agreement.

"Brand Features" means a party's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

"Client Data" means any data specific to Client's operation that is provided by Client to ParkMobile to be used in the provision of Services that is not available to ParkMobile publicly or by other means.

"Confidential Information" means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

"Documentation" means any manuals, instructions, or other documents or materials that ParkMobile provides or makes available to Client in any form or medium and which describe the functionality, components, features, or requirements of the Services.

"IP Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Parking Information" means parking zones, parking rates, parking restrictions, selected payment methods, and other information necessary for the provision of the Services for a specific Parking Location.

"Parking Location" means the location or locations of Client's on-street parking, off-street parking, reservation parking, parking lots, parking decks, permitted parking, and other facilities where ParkMobile Users may park.

"ParkMobile Application" means any and all mobile and/or web applications, services, or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile and that are made available to the general public and that facilities the payment of parking transactions.

"ParkMobile User" means an end user that uses the ParkMobile Application.

"ParkMobile User Data" means information, data, and other content, in any form or media, that is submitted, posted, or otherwise transmitted by or on behalf of a ParkMobile User, directly or indirectly, through the ParkMobile Application.

"PCI Data" means, as applicable, payment card number, cardholder name, expiration date, card verification code or value, service code, and/or security-related information used to authenticate cardholders and/or authorize payment card transactions

"Personal Data" means (i) any information about an identified or identifiable individual; or (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual. Personal Data includes names, email addresses, postal addresses, telephone numbers, government identification numbers, financial account numbers, payment card information, license plate information, online identifiers (including IP addresses and cookie identifiers), network and hardware identifiers, geolocation information, and any information that constitutes "personal data" or "personal information" within the meaning of any relevant and applicable data privacy or protection laws.

"Platform" means access-controlled mobile and/or web applications, services or interfaces developed, hosted, or managed by, on behalf of, or in partnership with ParkMobile that are made available to Client to administer, configure, manage and/or monitor parking sessions, parking rates, and/or parking restrictions associated with Client's Parking Locations.

"Resultant Data" means data and information related to Client's, Authorized Users' and/or ParkMobile Users' use of the Services that is used by ParkMobile in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

"Services" means the ParkMobile Application, the Platform, and all other services provided by ParkMobile under this Agreement.

14. INSURANCE

14.1. ParkMobile shall secure and maintain in force, for the term of this agreement, the insurance coverages described below. ParkMobile shall provide the Borough with certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after 30 days written notice to the Borough (10 days for non-payment of premium). The policies of insurance are to be from a company licensed to sell such insurance in the State of New Jersey and the company is to have an A.M. Best's rating of A-VIII or better. The following coverages shall be provided with minimum limits as indicated:

A. Professional Liability/Malpractice -- N/A

B. Commercial General Liability – Limit of liability shall not be less than $1,000,000 combined single limit (Bodily Injury and Property Damage) per occurrence, $1,000,000 general aggregate limit, $1,000,000 products/completed operations aggregate, and $1,000,000 in Personal Injury & Advertising Injury Liability. Coverage is to be for premises and operations, products and completed operations. On the Commercial General Liability Policy, the Borough of Bernardsville shall be included as an additional insured, and the insurance certificate shall indicate such coverage.

C. Automobile Liability – Limit of liability shall not be less than $1,000,000 combined single limit (Bodily Injury and Property Damage) for owned autos (if any), non-owned and hired autos.

D. Workers' Compensation Policy – Statutory Coverage for the State and New Jersey and Employers liability coverage for limits of at least $100,000 each accident, $100,000 each employee for disease, and $500,000 policy limit for disease. The Workers Compensation policy is to include NO exclusion for members of an LLC, partners in a partnership or for a sole proprietor.

SCHEDULE 2: SERVICES
ON-DEMAND PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for on-demand parking using the ParkMobile Application ("On-Demand Parking").

ParkMobile Users may begin and, if applicable, end a parking transaction in a variety of ways: (1) visiting https://app.parkmobile.io; (2) calling ParkMobile's IVR System, or (3) using the ParkMobile Application. In order to register with ParkMobile and begin a parking session, a consumer simply provide ParkMobile with the information required by ParkMobile to create an account, including payment method information and license plate number. Thereafter, subsequent parking sessions only require the ParkMobile User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Platform via a web service offering, provided as part of the Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant (PDA).

ParkMobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Services.

At their option, ParkMobile Users will receive parking alert services from ParkMobile via SMS, ParkMobile Application push notification or email. The ParkMobile User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

ParkMobile Users can use On-Demand Parking anywhere the Services are available.

All parking charges are automatically charged to the ParkMobile User's payment method, and ParkMobile Users have real time access to an online account-based personal page accessible from https://app.parkmobile.io to access and print parking history, receipts, and statements.

RESERVATION PARKING SERVICES

ParkMobile offers a service to ParkMobile Users that facilitates the activation of and payment for reservation parking using the ParkMobile Application ("Reservation Parking").

For each Parking Location that the parties agree to on-board for Reservation Parking Services, ParkMobile shall make the Parking Location's parking inventory available for sale through the ParkMobile Application and shall market and advertise such availability. The number of parking spaces and corresponding reservation periods and parking rates making up the parking inventory shall be specified by Client and may be altered by Client at any time for unreserved parking inventory.

Responsibilities of Client.

In order for ParkMobile to provide Reservation Parking Services, Client shall maintain an agreed upon number of parking spaces or transportation services at the Parking Location which shall be maintained at all times unless ParkMobile is notified otherwise in writing by Client.

If access to the Parking Location is denied for any reason other than a ParkMobile User's error or failure to abide by Client's rules and regulations, Client agrees to forfeit its share of the applicable parking fee and authorizes ParkMobile to refund the entire Parking Fee to the ParkMobile User. If access to the Parking Location is denied because of a ParkMobile User's error or failure to abide by Client's rules and regulations, no Parking Fees will be refunded to the ParkMobile User.

Client shall promote and market the Services through mutually agreed upon methods which shall include:

- a persistent, prominent “call to action” link/button on the parking and/or transportation pages of the Parking Location website(s) that directs users to the Client-branded website created by ParkMobile (e.g. a “Reserve Parking Now” button);

- Embedded content on the parking and/or transportation pages of the Parking Location website(s) describing why and how to reserve parking through ParkMobile (e.g. FAQs, videos, etc.), such content to be provided by ParkMobile; and

- mentions in emails promoting the Parking Location, including “know before you go” emails, all of which shall include a “call to action” to reserve event parking and link to the Client-branded website created by ParkMobile.

Client agrees to use commercially reasonable efforts to obtain for ParkMobile a license to use photo and video assets of the Parking Location (where Client is not the Parking Location owner) and any tenants of a Parking Location in connection with ParkMobile’s marketing of the Services as available at such Parking Location.

SCHEDULE 3:
CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of Client to notify ParkMobile of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A **VOIDED CHECK** OR **BANK LETTER** TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until ParkMobile receives a written termination notice from Client and has a reasonable opportunity to act on it.

RESOLUTION #24-33

AUTHORIZING THE MAYOR AND CLERK TO SIGN THE 2024 RECYCLING AGREEMENT WITH SOMERSET COUNTY

WHEREAS, the Borough of Bernardsville is desirous of contracting with the County of Somerset to provide for recycling; and

WHEREAS, Somerset County has provided a form of agreement, copy attached hereto and made a part hereof, and,

WHEREAS, the Chief Financial Officer has certified that funds are available for this contract.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council to authorize the Mayor and Clerk to sign the 2024 Recycling Agreement with Somerset County at a cost of $27.00 per household (2023 was $26.70 per household).

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the project discussed herein will be available in Account #10-C00-0240-0215.

_____

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

_____

recycle3

AGREEMENT BETWEEN SOMERSET COUNTY AND ITS MUNICIPALITIES FOR RECYCLING

THIS AGREEMENT by and between the Somerset County Board of Commissioners in the State of New Jersey, a body politic having its offices located at P.O. Box 3000, Somerville, New Jersey, 08876 (hereinafter "County") and BOROUGH OF BERNARDSVILLE, a municipal body politic having its offices at 166 Mine Brook Road, Bernardsville, New Jersey, 07924, (hereinafter "Municipality"), is dated this _____day of _____, 2024.

WHEREAS, Municipality, by ordinance, has duly enacted a recycling plan for all recyclable materials as designated by the Somerset County Solid Waste Management Plan and amendments thereto and:

WHEREAS, Municipality is desirous of retaining the services of the County for said recycling program; and

WHEREAS, the award of this contract to the County pursuant the N.J.S.A. Section 13:1E-99.14 is an exception to the bidding requirements as set forth in the Local Public Contracts Law pursuant to N.J.S.A. Section 40A:11-5(2), and the Board of Public Utilities Somerset Waste Franchise for Somerset County.

NOW, THEREFORE, in consideration of the terms, conditions, mutual benefits and covenants hereinafter set forth, the Municipality and the County make this agreement.

1. The Borough shall retain the services of the County for the residential curbside pick-up of Recyclable Materials as hereinafter defined on a biweekly basis.

2. County shall conduct residential curbside pick-up services for all Recyclable Materials, as are designated by the County's Solid Waste Management Plan, including but not limited to, glass containers, plastic bottles, newsprint, aluminum cans, steel cans and corrugated paper and such other Recyclable Materials as the County may designate from time to time, within the Municipality (hereinafter "Recyclable Materials").

3. Upon execution of this Agreement, County shall be obligated to provide services for the collection of Recyclable Materials set forth in Paragraph 1 above providing that the Recyclable Materials are set out in the manner as designated below by 6:00 am on the collection day:

(a) All newsprint is securely tied in bundles of no more than twelve inches in height not to exceed thirty pounds each; and

(b) All glass bottles and jars will be placed in a recycling bucket. All glass containers will be rinsed with lids removed; and

(c) Aluminum cans may be placed in the same recycling bucket as the glass and steel cans; and

(d) All plastic bottles marked #1 - #7: water, soda, milk, juice, soap detergent, bleach, shampoo and cleaning agents. Also included are containers: peanut butter, yogurt, baby wipe containers, margarine tubs and clear plastic clam shell containers from salad bars may be placed in the same recycling bucket as the glass, steel and aluminum. All plastics shall be rinsed with lids removed; and

(e) All chipboard (cereal, cake, cookie pasta cracker, detergent, gift, shoe, shirt or any retail boxes poster board & backing on writing pads.), corrugated paper boxes and other corrugated paper products will be securely tied in

bundles of no larger than twenty-four inches square; and

(f) All tin-plated steel and bimetal food and beverage cans will be placed in the same recycling bucket. All steel cans will be rinsed; and

(g) Junk mail, catalogs, magazines, and school papers will be placed in a brown paper bag; and

(h) In the alternative the County may provide two (2) recycling totes to the residents of the municipality which are required to be used for all Recyclable Materials

4. The County reserves the right to reject and not pick up Recyclable Materials that are not packaged in conformance with the provisions of Paragraph 3 (a)(b)(c)(d)(e)(f).

5. The County reserves the right to reasonably amend the collection specifications enumerated in Paragraph 3 above by giving thirty- (30) day written notification to the Municipality of any changes thereto.

6. For the period commencing **January 1, 2024 through and including December 31, 2024**, the County shall be responsible for residential curbside pick-up services for all Recyclable Materials from each residential household within the Municipality. The number of households in the Municipality shall be calculated by the Somerset County Planning Board by the end of April 2024 and shall be based on figures obtained from the respective Municipalities and updated with listings of Certificates of Occupancy. Municipality is responsible for providing on a quarterly basis, any updates in the listings of Certificates of Occupancy. If the Municipality disputes this number, the County will continue to bill at the rate as determined by the Somerset County Planning Board until the Municipality provides written documentation of the correct number of households to said office.

7. The County and Municipality shall agree, upon the execution of this agreement, that pick-up dates for residential households with the Municipality shall be every other week in accordance with the recycling calendar attached hereto as a schedule.

The County reserves the right to change the collection schedule at any time during the term of the contract and shall give a minimum of ninety (90) days written notification of same to the Municipality and its residents of any changes thereto.

8. Notwithstanding anything contained within Paragraph 6 above, the County shall not be obligated to perform residential curbside pick-up services on the following 2024 holidays:

New Year's Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

In the event the Municipality's collection schedule falls on any of the aforementioned holidays, the Municipality shall be scheduled for pick-up of recyclables the weekday after such holiday, unless noted on the official collection schedule prepared by the County.

The County reserves the right to alter the holiday schedule and shall give a minimum ninety (90) days written notification to the Municipality of any changes thereto.

9. In the event of inclement weather necessitating the cancellation of residential curbside pick-up, the County shall notify the Municipality and the following radio stations of said event. The radio stations to be notified will be: WCTC 1450 AM, WHWH 1350, WMGQ 98.3 FM, WPST 97.5 FM and NJ 101.5 FM. In the event pick-up is cancelled due to inclement weather, pick-up will be scheduled for the appropriate locations on the next regularly scheduled pick-up day.

10. The County will supply all necessary motor vehicles for residential curbside

pick-up.

11. Said vehicles shall be maintained in good mechanical condition and shall be well painted and be kept in a condition of cleanliness. The County shall be responsible for the cost of all equipment, maintenance, gasoline, oil, parts and service of the vehicles.

12. Any motor vehicle accidents occurring within the Municipality shall be reported to the Municipal Police.

13. The County shall provide all labor for residential curbside pick up.

14. All County personnel engaged in the collection of Recyclable Materials shall maintain a courteous and respectful attitude toward the public at all times. At no time shall there be any soliciting or requesting gratuities of any kind.

15. The County shall have personnel available from 7:00 AM to 3:30 PM on collection days to receive telephone inquiries relative to collection operations. All complaints shall be handled in a responsible manner with attention given to the resolution of the matter. The Municipality shall, however, encourage others that all complaints are to be first submitted to the Municipal Recycling Coordinator.

16. The County shall maintain a bulk drop-off receiving station as identified by the Somerset County Division of Solid Waste Management for Municipal vehicles to deposit Recyclable Materials. Bulk drop-off shall be arranged by specific appointment only through the County Recycling Center.

17. Pursuant to Paragraph 17 herein, the following conditions shall apply to the bulk drop-off receiving station for Municipal vehicles:

(a) The Municipality shall deliver the material to the drop-off center in accordance with the following:

(i) Glass bottles and jars shall be delivered in

market ready condition, with lids removed;

(ii) Newspaper shall be delivered in market ready condition;

(iii) Plastic bottles shall be delivered in market-ready condition with lids removed;

(iv) Office paper shall be delivered dry and color segregated (i.e. high-grade white paper separated from lower grade paper);

(v) Aluminum cans shall be delivered in market-ready condition;

(vi) Corrugated cardboard and chipboard shall be delivered dry, segregated, flattened, and no longer than 24 inches square;

(vii) Tin-plated steel and bimetal food and beverage cans shall be delivered in market-ready condition, with labels removed;

(b) County shall set the standards for market ready conditions and provide same in writing to municipality; and

(c) All deliveries of Recyclable Materials are subject to inspection and acceptance of such materials by the County before the Recyclable Materials may be off-loaded.

18. The Municipality shall enforce anti-scavenging and anti-dumping ordinances, and mandatory source separation as outlined in the Somerset County Solid Waste Management Plan Amendment and Municipal Ordinances related to recycling. Copies of

these Municipal Ordinances shall be supplied to the Somerset County Recycling Division by January 15, 2024.

19. The Municipality shall advise the Somerset County Recycling Division, on an annual basis, of any new residential households within the Municipality when the Municipal Certificate of Occupancy for the residential unit is issued.

20. The Municipality shall supply the County Recycling Center with periodic updated road information and maps (including private roads that may require residential curbside recycling pick-up), on a quarterly basis, at a minimum.

21. The Municipality shall provide the Somerset County Board of Commissioners and the County Recycling Coordinator with any changes in the Municipal recycling coordinator's position.

22. The Municipality shall pay the County a fee for the County's service to the Municipality. The County will send quarterly invoices to the Municipality indicating the gross cost to the Municipality for the preceding quarter. The Municipality will pay all invoices within thirty (30) days. The County fee shall be based upon the number of households within the Municipality as determined by the County Planning Board at the rate of **$27.00** per household per year. The number of households will be adjusted on a quarterly basis, when and if appropriate.

was $26.70 per household in 2023

23. All Recyclable Materials picked up curbside by the County or delivered to the County by the Municipality will become the sole property of the County.

24. The County, during the term of this Agreement, shall have and maintain general liability insurance of not less than $1,000,000 combined single limits; property damage liability insurance of not less than $500,000 per occurrence covering all motor vehicles used in the performance of said contract; and shall maintain in full force and effect

Worker's Compensation insurance during the term of this contract.

25. Any and all liabilities that arise from the collection of recyclables by the County on behalf of the Municipality will be determined and assessed based upon the facts that may give rise to a particular claim for damage and the respective entities' liability will be determined accordingly.

26. The County shall be responsible for all necessary permits or licenses required by any governmental agency exercising control over the collection, transportation and disposal of Recyclable Materials.

27. In the event the County fails to collect all Recyclable Materials on any regularly scheduled pick-up date for any reason other than inclement weather, or a holiday, the County shall collect the balance of the Recyclable Materials within three (3) business days. If the County fails to collect the balance of the Recyclable Materials within the above time frame, the County shall give the Municipality a credit equal to 1/26 of the total annual Municipal fee as calculated in Paragraph 24 above.

28. The County recognizes the unique nature of high-density housing. Should the Municipality have high density housing, the County agrees to reasonably cooperate with the Municipality, the Municipal Recycling Coordinator and Homeowner's Associations and/or Superintendents within the Municipality to efficiently and properly adjust curbside pick-up to group pick-up in appropriate circumstances. The Municipality agrees to cooperatively work with Somerset County in trying to resolve the problems associated with group pick-up. This includes jointly pursuing alternative dumpsters in existing and proposed high-density housing complexes. In addition, the Municipality agrees to exercise its power as authorized in the Municipal Land Use Law to include provisions during the review of subdivision and site plan applications, to require recycling dumpster areas in

conformance with County recommendation.

29. The County agrees to open the Recycling Center at least one Saturday per month to accept recycling drop offs by individuals or municipalities on those days.

30. The Municipality shall be required to supply the County and permit the County to collect all recyclable materials that are generated by residential users within the Municipality's borders.

31. This agreement is the entire agreement between the County and the Municipality and supersedes all previous agreements and discussions. Any amendments hereto must be in writing and must be duly executed by the County and the Municipality to become effective.

32. The County may assign or transfer its rights and interest in this agreement to any authority or agency established by the County for the purpose of accomplishing the County's Solid Waste obligations.

33. This Agreement will be entirely performed within the State of New Jersey and it shall be construed in accordance with the laws thereof.

34. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, void, ultravires, or unconstitutional, the remainder of this Agreement shall continue in full force and effect.

IN WITNESS HERETO the parties hereto have set their hands of the proper public official as of the date and year first above written.

SOMERSET COUNTY

_____ BY: _____

Kelly L. Mager, Clerk of the Board Shanel Y. Robinson, Commissioner Director

BOROUGH OF BERNARDSVILLE

_____ By: _____

RESOLUTION #24-34

AUTHORIZING A PAYMENT FOR SERVICES TO RARITAN HEADWATERS ASSOCIATION FOR THE 2024 ANNUAL STREAM CLEANUP

BE IT RESOLVED by the Borough Council to authorize a payment of $1,000 to Raritan Headwaters Association for services related to the 2024 Annual Stream Cleanup on April 20, 2024.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the project discussed herein will be available in 01-G23-0110-0361 CLEAN COMMUNITIES (2023)

_____

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

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recycle3

RESOLUTION #24-35

AUTHORIZING A GRANT APPLICATION FOR A NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) FIVE STAR WATER RESTORATION GRANT AND AUTHORZING RIPPLED WATERS TO APPLY

BE IT RESOLVED, by the Borough Council to authorize a grant application for a National Fish And Wildlife Foundation (NFWF) Five Star Water Restoration Grant

FURTHER RESOLVED to authorize Rippled Waters to file said application.

I, Leslie Roberson, C.M.F.O., hereby certify, in accordance with requirements of N.J.A.C. 5:30-14.5, that funds for the project discussed herein will be available in33-215-2920-1000 CAPITAL ORDINANCE 2021-1875 - DAM REMEDIATION

_____

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

RESOLUTION #24-36

APPOINTING NICHOLAS BARRAS AS A
TRUCK DRIVER/LABORER, PUBLIC WORKS DEPARTMENT

WHEREAS, a regular, full-time position as Truck Driver/Laborer is available and the Public Works Manager has recommended Nicholas Barras fill said opening.

NOW, THEREFORE, BE IT RESOLVED to appoint Nicholas Barras as a Truck Driver/Laborer in the Public Works Department, effective Monday, February 19, 2024, at a starting salary of $42,000.00 per year, payable bi-weekly, prorated for 2024, and subject to provisions of the Public Works Employees Association Agreement and the Employee Handbook of the Borough of Bernardsville.

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

_____

RESOLUTION #24-37

AUTHORIZING THE MAYOR AND CLERK TO SIGN AN AGREEMENT CONCERNING THE HIRING AND PLACEMENT OF A SPECIAL POLICE OFFICER (SLEO) IN THE SCHOOL OF SAINT ELIZABETH

BE IT RESOLVED to authorize the Mayor and Clerk to sign the attached agreement regarding the hiring and placement of a Special Police Officer (SLEO) in the School of Saint Elizabeth.

I, Anthony Suriano, Clerk of the Borough of Bernardsville, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Borough Council at a duly convened meeting held January 22, 2024.

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