

BOROUGH OF BERNARDSVILLE
Mayor and Council Reorganization Meeting
January 3, 2022 at 7:00 p.m.

1. STATEMENT OF PRESIDING OFFICER

Notice of this meeting was provided to the Bernardsville News, Courier-News, Star Ledger, filed in the Office of the Borough Clerk, and posted on the Municipal Bulletin Board on December 27, 2021 and supplemented on December 29, 2021.

2. ANNOUNCEMENT OF OATHS OF OFFICE

- Borough Council Members Jay Ambelang and Al Ribeiro

3. CALL MEETING TO ORDER

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

4. PLEDGE OF ALLEGIANCE

5. MAYOR'S ANNUAL ADDRESS

6. MAYOR'S APPOINTMENTS

7. COUNCIL PRESIDENT APPOINTMENT

I move to appoint _____ as Council President for 2022
Second:
Roll Call Vote:

Oath of Office for Council President

8. **RESOLUTIONS**

- #22- 1 **COUNCIL CONFIRMATION OF THE MAYOR’S APPOINTMENTS**
- #22- 2 **ORGANIZATION OF BOROUGH COUNCIL**
- #22- 3 **BOROUGH COUNCIL APPOINTMENTS AND/OR APPOINTMENTS
OR NOMINATIONS TO SOMERSET COUNTY OFFICES**
- #22- 4 **APPOINTMENT OF BOROUGH OFFICIALS AND EMPLOYEES**
- #22- 5 **AUTHORIZING PROFESSIONAL SERVICES APPOINTMENTS
AND CONTRACTS**
- #22- 6 **AUTHORIZING APPOINTMENTS/CONTRACTS FOR
EXTRAORDINARY, UNSPECIFIABLE SERVICES**
- #22- 7 **MEMORIALIZING THE 2022 SCHEDULE OF MEETINGS**
- #22- 8 **AUTHORIZING ADVERTISEMENT FOR BIDS FOR SUPPLIES &
SERVICES**
- #22- 9 **ADOPTING A CASH MANAGEMENT PLAN**
- #22-10 **AUTHORIZATION FOR INVESTMENTS**
- #22-11 **DESIGNATION OF DEPOSITORIES AND SIGNATORIES**
- #22-12 **AUTHORIZING PAYMENT OF BILLS**
- #22-13 **SETTING RATE OF INTEREST ON 2022 DELINQUENT TAXES,
SERVICE CHARGES FOR CHECKS RETURNED FOR
INSUFFICIENT FUNDS, AND CHARGES FOR DUPLICATE TAX
SALE CERTIFICATES**
- #22-14 **TEMPORARY APPROPRIATIONS FOR OPERATING PURPOSES**
- #22-15 **APPROVING TEMPORARY BUDGET LINE ITEMS**
- #22-16 **ADOPTING POLICE DEPARTMENT RULES & REGULATIONS**
- #22-17 **DESIGNATING WRECKER SERVICES FOR THE POLICE
DEPARTMENT**

- #22-18 **DESIGNATION OF OFFICIAL NEWSPAPERS**
- #22-19 **SLEO APPOINTMENTS FOR 2022**
- #22-20 **APPROVAL OF A REDEVELOPMENT AGREEMENT WITH
ADVANCE REALTY INVESTORS FOR THE QUIMBY
REDEVELOPMENT AREA**

I move that Resolutions #22-1 to #22-20 be adopted:

Second:

Roll call vote:

9. **TIME CAPSULE**

The following letter, dated July 18, 1977, is passed on in the public record, as requested by the Bernardsville Shade Tree Commission (now Shade Tree Committee):

To the Mayor of Bernardsville and Members of the Borough Council:

With the recent restoration of the borough pond, it has been possible to complete the Time Capsule Project by imbedding the capsule in concrete at the base of the Bicentennial Liberty Tree. This tree, a red oak, was planted on April 17, 1976, at a point about 108 feet from the northeast corner of the Borough Hall Building. A plaque is affixed to the top of the concrete marker which reads:

1776 - 1976
Bicentennial Liberty Tree
Bernardsville
Shade Tree Commission
April 17, 1976

Information concerning the Time Capsule and its contents are contained in the accompanying envelope addressed to the residents of Bernardsville in the year 2076. Another copy, the original, has been placed in the Time Capsule itself.

It is the wish of the members of the Shade Tree Commission (1976-1977) that this letter be passed on from year to year on January 1 during the swearing in ceremonies of each new council through the year 2076.

At that time, during the Tricentennial Celebration of our country, the Time Capsule (see attached plans) is to be broken open for the residents to examine the items we have assembled which reflect the life and times of the Bicentennial Year.

The Bernardsville Shade Tree Commission
John Edmonds, Chairman of the
Commission Members: Victoria D.
Schmidt, John Croot, Marty Craig and
Barbara Heckman

10. OPEN SESSION

To make a comment or ask a question during the meeting, please raise your hand using one of the following alternatives:

- 1. Windows or Mac platform: Click on "Participants" at the bottom of the screen, then click on "raise hand." (Windows shortcut: Alt+Y; Mac shortcut: Option+Y).*
- 2. Android or iOS device: Click on "raise hand" in the bottom left corner of your screen.*
- 3. Telephone: Press *9.
The host will be notified that you have raised your hand. When it is your turn to speak, you may be prompted to unmute yourself. While unmuted, your profile picture and name will be displayed to the host and panelists (or a portion of your phone number if participating by telephone) but you will not be visible.*

In lieu of speaking at the meeting, members of the public may email their questions or comments to the Borough Clerk at asuriano@bernardsvilleboro.org. Written questions or comments must be submitted by noon the Wednesday preceding the meeting.

Spoken comments will be limited to three minutes per speaker. Any written questions or comments received prior to noon on the Wednesday preceding the meeting will be read or summarized on the record after all spoken comments have been made.

Comments unrelated to a governmental issue, or comments containing offensive, profane or indecent language or language constituting hate speech, will not be accepted.

If providing a comment or asking a question in writing, include your name, address, and the subject of your comment or question.

Please note that the "chat" and "Q&A" functions will be disabled during the meeting.

11. **CLOSED SESSION**

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

(Collective Bargaining, Contract negotiations, Personnel Matters, Pending or Anticipated Litigation, Property Acquisition, Attorney/Client Privilege), 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:

12. **ADJOURNMENT**

MAYOR'S APPOINTMENTS

Planning Board

Hal Simoff and Karen Gardner, Class IV Member, 4 years
Terry Thompson, Class I Member

Environmental Commission

Johanna Wissinger, Chair
Greg deGrandpre, and Rob Wilson, 3 years
Jeffrey Hammond, unexpired to 12/31/22
Kathy Redling, ex-officio member, 1 year

Historic Preservation Advisory Committee (all 1 year terms)
Dan Lincoln, Steve Sbaraglio, Gerry Jo Cranmer, Eileen Grippio
Tom Wood (Alt #2)

Shade Tree Advisory Committee (all 1 year terms)
Anne Peterson, Johanna Wissinger, Michael Gunderson

Library Board of Trustees
Jena McCredie, Mayor's Alternate

Somerset County Community Development*

Somerset County Solid Waste Advisory Committee
Jeff Horowitz

Upper Raritan Watershed Advisory Committee*

Somerset County Wastewater Management Plan Committee
Mary Jane Canose and John Macdowall

Municipal Alliance & Youth Services
Coleen Butler, SHSD Guidance, Lisa Drew, Bernardsville High School
Marcy Craver, Chris Habermas, Middle School & Emily Pike, Bedwell School
Kevin Valentine, Chief of Police, Mary Jane Canose, Mayor

OEM Deputy Coordinators
Tim Richard

*To be announced at a future meeting

2022 Local Emergency Planning Committee

Kevin Valentine, Tim Richard, Mary Jane Canose, Tom Czerniecki, John Macdowall, John Remian, Glenn Miller, Matt Kneafsey, Lucy Forgione, Gretchen Dempsey, Patricia Dragunas, Jeffrey Hammond, Daniel Fenco

Mayor's Ad Hoc Committees

MAYOR'S WELLNESS CAMPAIGN (created 5/27/14)

Allison Napolitano, Shoprite Dietician
Jessica Walker
Jennifer Morrison
Juliet Patsalos-Fox
Francine Dello Russo
Lisa Oraziatti
Carla Hugo
Antoinette Sbaraglio
Al Ribeiro
Toni Knoll
Ken Musgrove
Leah Horowitz
Alan Leipner
Carin Karolin

BERNARDSVILLE REDEVELOPMENT COMMITTEE (created 1/2/20)

Mary Jane Canose	Markus Hoecherl
Tom Czerniecki	Sam Maddaluna
Tim Manning	Bonnie Stone Sellers
Geoff Price	Paul Sedlak
Topology Rep	Jeff Horowitz
Joe DeMarco	Hal Simoff

LAND USE COMMITTEE (created 2/24/20)

Mary Jane Canose
Jena McCredie
Al Ribeiro

TRAIN QUIET ZONE COMMITTEE

Jena McCredie, council
Jeff Hammond
Bill Braunschweiger
Kevin Combe
George Efraimov
Musa Nazy

**RESOLUTION #22-1
COUNCIL CONFIRMATION
OF THE MAYOR'S APPOINTMENTS**

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville, to confirm the following appointments made by the Mayor:

Board of Health

Francine Dello Russo and Rhonda Simoff, 3 years
Brian Wallace, unexpired to 12/31/23, Lennie Ambelang, unexpired to 12/31/23

Library Board of Trustees

Nancy Verduin, 5 years

Recreation Advisory Committee (all 1 year terms)

Andrew Taylor, Al Schauffler, Melissa Provost, William DeMilt, Robert Steinkopf,
Louis Romano, Steve Reynolds, Brian Gallagher

Open Space Advisory Committee (all 1 year terms)

Matt Marino, Anthony Bove, Macie Laffey, Pat McFadden

Housing, Property Maintenance & Zoning Compliance Advisory Committee

(all 1 year terms)

Sam Maddaluna, Michael Poreda, Jeff Horowitz, Peg Trinter,
Maureen Sciareta, Claudia Diaz, Nancy Negri

Cultural Arts Committee (all 1 year terms)

Patrice Cummings, Amiee Watts, Jeff Roos, Olivia Manning, Gretchen Dempsey

Fire Prevention Bureau (all 2 year terms)

Glenn Miller, Rich Maddaluna, Jerry Negri, Jay Ambelang, Geoff Price (Alternate)

Somerset County Cultural & Heritage Advisory Commission Nomination

Kathleen Palmer

OEM/CERT SHELTER & POD groups (see attached list)

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 3, 2022.

**BERNARDSVILLE OFFICE OF EMERGENCY MANAGEMENT
2022 OEM APPOINTMENTS**

OEM COORDINATOR (Current)

CHIEF KEVIN VALENTINE, Current Three 3 Year Appointment Jan. 1, 2020 – Dec. 31, 2022
(3 Year Appt. \$5,000.00 Annual Stipend)

DEPUTY OEM COORDINATOR

PTL. TIM RICHARD (\$2,500.00 Annual Stipend - 1 Year Appt.)

**BPD OEM EMERGENCY MANAGEMENT COUNCIL and LOCAL EMERGENCY
MANAGEMENT PLANNING COMMITTEE**

KEVIN VALENTINE, OEMC, CHAIRPERSON
TIM RICHARD
MARY JANE CANOSE, MAYOR
THOMAS CZERNIECKI, BOROUGH ADMINISTRATOR
LT. JOHN REMIAN, BPD
JOHN MACDOWALL, DPW
GLENN MILLER, BFD
MATT KNEAFSEY, BFD FAS
LUCY FORGIONE, HEALTH DEPT.
GRETCHEN DEMPSEY
PATRICIA DRAGUNAS (CERT)
JEFFREY HAMMOND (AFN COORDINATOR)
PASTOR DANIEL FENCO, CAMINO DE FE CHURCH

**BERNARDSVILLE BOROUGH OEM HAZARD MITIGATION COMMITTEE (Established By
Resolution)**

Hazard Mitigation Officer, Kevin Valentine, OEM Coordinator
Alternate Hazard Mitigation Officer, Thomas Czerniecki, Borough Administrator
Mayor Mary Jane Canose, Elected Official/Mayor
John Macdowall, Public Works Director
Paul Ferriero, Borough Engineer
Timothy Richard, Deputy OEM Coordinator
Doug Walker, Projects Coordinator
Geoff Price, Zoning Officer-Code Enforcement

**BERNARDSVILLE RESCUE TASK FORCE
(Established by Resolution)**

KEVIN VALENTINE, BPD, OEMC
TIMOTHY RICHARD, BPD, RTF Coordinator/Team Leader
JUSTIN ALT, BPD
GLENN MILLER, Fire Chief

**BERNARDSVILLE OFFICE OF EMERGENCY MANAGEMENT
2022 OEM APPOINTMENTS**

MATT KNEAFSEY, EMS Captain
RONALD SALKO, Deputy Fire Chief
HARRISON CLARK
VICTOR J. CORAZZA
CHUCK FERRANTE
KATHLEEN FERRANTE
ERIC GRIER
DAN HART
GREG HOYT
KEITH KEILING
GENE MALIN
JERRY NEGRI JR.
JOHN SABEL
RANDY STEINKOPF
ZAC WOJTECH
DAN FRESELLA
LAURA AQUINO
XENIA BAMERT
ELLEN BRANDT
JUDY CASTRILLI
DICK EICK
MATT FAVREAU
MARY FERRANTE
JOHN ORFAN
DAN PRINCIPAL
ANN STONE
SEAN SULLIVAN
PAUL WRY
WILLIAM ALLEN
LIAM WRY
FRANK FERRANTE
ROBERT YOUNG
ALAN LUO
MARK TAMKE
LEXI YATES
LAUREN SUGARMANN
JAMES PERALTA
ROBERT RAGGI

BERNARDSVILLE OEM COMMUNITY EMERGENCY RESPONSE TEAM (CERT)

PTL. TIM RICHARD, BPD, COORDINATOR
KRISTINE MCNAMARA, BPD, OEM ADMINISTRATIVE SUPPORT
CHERYL FERRANTE

**BERNARDSVILLE OFFICE OF EMERGENCY MANAGEMENT
2022 OEM APPOINTMENTS**

CINDY BERINGER
JANET MURNICK
KAY PARAGANO
CATHY FERRERA
EDWARD ENGLISH
PETER DRAGUNAS
PATRICIA DRAGUNAS
STEPHEN SCHWED
JAMES VILADE
ROSALIE BAKER
MADELYN ENGLISH
KEN FRESSELA
PATRICIA KENNEDY-GRANT
JOHN ORFAN
ANN STONE
KATHLEEN DORAN
CHRIS D'AMATO
CHRISTIE PONESSA
DONNA FLYNN
GRETCHEN DEMPSEY
JEFFREY HAMMOND

SOMERSET HILLS SCHOOL DISTRICT CERT TEAM

SCOTT NEIGEL
MIKE CORBETT
MIKE HOPPE
MEGAN DOOLEY
ANNE CONNOR
LISA DREW
ROBIN NICKELL
JENNIFER MIRANDA
LAURA WORSTELL
ANNA SOSELY
AMANDA ELLIS
ELIZABETH STOLARZ
DOUG LUCAS
DAVE CLARK**
JAMIE WALKER**
LISA GAROFALO
MARCELLA CRAVER
DEBORAH MEYER
ROSE HAYNES
CHRIS HABERMAS

**BERNARDSVILLE OFFICE OF EMERGENCY MANAGEMENT
2022 OEM APPOINTMENTS**

SUZANNE RYAN
BHANCA KOMSIRI-GEORGE
MEGAN MONGNO
AMY PHELAN
APRIL FRIEDMAN
EMILY PIKE
LUCY RUSSONIELLO
LAURIE OCH
MEREDITH PANIK
LAUREN SMITH
DOLORES ROEHR
LISA KOTZ**
PATTY PANE**

**Indicates that training is pending

BERNARDSVILLE OEM SHELTER TEAM COORDINATORS

CHERYL FERRANTE, CO-COORDINATOR, OEM Volunteer, CERT Team Member
JANET MURNICK, CO-COORDINATOR, OEM Volunteer, CERT Team Member
PATRICIA DRAGUNAS, CO- COORDINATOR Volunteer, CERT Team Member

BERNARDSVILLE OEM CART TEAM VOLUNTEERS

ROSALIE BAKER
DONNA FLYNN
DR. ERNO HOLO, DVM

OEM POD SITE COORDINATORS

PTL. TIM RICHARD, BPD
ANTHONY SURIANO, BVILLE BORO
CINDY BERINGER, BVILLE BORO

BERNARDSVILLE OEM DAMAGE ASSESSMENT TEAM

JOHN MACDOWALL, DPW Manager, Coordinator

BERNARDSVILLE OEM COMMUNITY VOLUNTEERS

RACHEL ANDREOTTA
ANDREAS AVGOUSTIS
SUSAN ANASTASIA
ADRIENNE AUERBACH

**BERNARDSVILLE OFFICE OF EMERGENCY MANAGEMENT
2022 OEM APPOINTMENTS**

DENIS BLAKE
MARTHA BURKE
STEVEN BORTON
EDWARD BYRNES
MICHELLE CONOVER
PAUL CAIN
GREG CANOSE
MARY JANE CANOSE
MARGARET CARTON
ELLEN CLARKE
ALISON DAVIDSON
FRANCINE DELLORUSSO
M. DILEO
LOUISE DIXON
CHRIS DAMATO
MARILYN DEE
RICHARD DIEGNAN
SUSAN DIEGNAN
KATHLEEN DORAN
REBECCA DUNNE
MATTHEW ENGLEBY
MADELYN ENGLEBY
DANIEL FRESELLA
DONNA FLYNN
DANIEL FENCO
JACKIE FUENTES
STEPHANIE FUENTES
RICK GALLO
FELICITO GARCIA
PHILIP GARUBO
EILEEN GRIPPO
PHILIP GARUBO JR
SAMA HABIBI
KERRY HASELTON
PATRICIA KENNEDY-GRANT
CHRIS GREENE
JEFFREY HAMMOND
KERRY HASELTON
KERRY KEEN
LYNN NICKERSON
ZORAIDA PERERIA
KAY PARAGANO
JAMES PERALTA
KATHY REDLING

**BERNARDSVILLE OFFICE OF EMERGENCY MANAGEMENT
2022 OEM APPOINTMENTS**

PATRICK REILEY
KATHRYN PARAGANO
RENEE ROBERTSON
GERALD M RIZZO
BENSON ROSS
LLOYD SEMS
JUSTIN SCHWED
NICHOLAS SCHWED
ALBERT SCHAUFLE
BETH SCIAINO
ELIZABETH SCIANO
JOHN SKINNER
BARBARA SPENGLER
JULIA SOMERS
CHRISTOPHER THOMAS
MICHAEL TREANOR
DOUG VOIGHT
DIANE VAGLIO
JAMES VILADE
GRAYSON VALENTINE
GUNNAR VALENTINE
GRAHAM VALENTINE
JOHN WELLER
BETSY WOOD
JOSHUA WOOD
PATRICIA WRY
CHRISTINE ZAMARRA

VULNERABLE POPULATION ADVISORY COMMITTEE

Dr. Jeffrey Hammond (CHAIR)
Chief Kevin Valentine (OEMC)
Thomas Czerniecki
Riya Patel, Bernards Twp. Health Dept
Chris D'Amato
Susan Visser, Community In Crisis
Christie Ponessa, Atlantic Visiting Nurse
Teresa Vaught, SHSD
Daniel Powell, Atlantic Visiting Nurse
Elizabeth Robles
Josh Wood
Michael Catelli, SHSD
Rev. Beth Rauen-Sciaino, St. Bernards Church
Pastor Daniel Fenco, Camino de Fe Church

RESOLUTION #22-2
ORGANIZATION OF BOROUGH COUNCIL

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville, that
_____ will serve as Council President for 2022.

RESOLVED FURTHER, that Council standing committees shall be as follows:

PUBLIC SAFETY COMMITTEE

Jena McCredie (Chair), Jay Ambelang, Diane Greenfield

FINANCE COMMITTEE

Chad McQueen (Chair), Mary Jane Canose, Al Ribeiro

ORGANIZATIONAL DEVELOPMENT AND PERSONNEL COMMITTEE

Christine Zamarra (Chair), Jay Ambelang, Chad McQueen

PUBLIC WORKS COMMITTEE

Diane Greenfield (Chair), Al Ribeiro, Christine Zamarra

RESOLVED FURTHER, that Council Members shall serve on the following committees:

Jay Ambelang

Environmental Commission (Liaison), Fire Prevention Bureau

Diane Greenfield

HPAC (Liaison), Open Space Advisory Committee, Housing Advisory Committee

Jena McCredie

Library Board of Trustees (Mayor's Alternate), Open Space Advisory Committee, Land Use Committee

Chad McQueen

Recreation Committee (Liaison), Planning Board Class III Member

Al Ribeiro

Board of Health (Liaison), Mayor's Wellness Campaign, Land Use Committee

Christine Zamarra

Shade Tree Committee (Liaison), Cultural Arts (Liaison), Green Team

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 3, 2022.

RESOLUTION #22-3

BOROUGH COUNCIL APPOINTMENTS AND/OR APPOINTMENTS/NOMINATIONS TO SOMERSET COUNTY OFFICES

BE IT RESOLVED, by the Borough Council to announce the following appointments to Borough of Bernardsville boards, committees and/or commissions and appointments or nominations to Somerset County Offices:

Board of Adjustment

Diana Kramer and Paul Sedlak, 4 years
Rich Traynor (Alt #1), 2 years

Planning Board

Chad McQueen, Class III, 1 year

Environmental Commission Alternate Members

Daniel Fresolone (Alt #2), 2 years

Housing, Property Maintenance & Zoning Compliance Advisory Committee

Diane Greenfield, 1 year

Open Space Advisory Committee (all 1 year terms)

Diane Greenfield and Jena McCredie (Council)

Green Team Advisory Committee (all 1 year terms)

Christine Zamarra, Council; Robert Baker (Chair), Board of Education; Ed English, Board of Adjustment; Johanna Wissinger, Environmental Commission; Wanda Knapik, Community Garden Manager; Eric Stiles, NJ Audubon Society; Kristi MacDonald, Raritan Headwaters Association; Karen Tyrell and Rosalie Baker, Citizens at Large

Somerset County Community Development Committee*

Nomination to the Somerset County Solid Waste Advisory Council*

Chairs/Vice Chairs of Advisory Committees

Cultural Arts Committee - Olivia Manning Chair
Green Team - Robert Baker, Chair
HPAC - Dan Lincoln, Chair
Housing/Zoning/Property Maintenance Advisory Committee - Jeff Horowitz, Chair
Open Space Committee - Pat McFadden, Chair
Recreation Committee - Ted Dolan, Chair; Andrew Taylor, Vice-Chair
Shade Tree Committee - Dennis Galway, Chair

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 3, 2022.

*To be announced at a future meeting

RESOLUTION #22-4

APPOINTMENT OF BOROUGH OFFICIALS AND EMPLOYEES

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to confirm the following appointments for 2022:

Thomas Czerniecki, Administrator & Affirmative Action Compliance Officer
Anthony Suriano, Assessment Search Officer
Anthony Suriano, Borough Clerk (three year term Feb 12, 2021 to February 11, 2024)
John R. Pidgeon, Municipal Attorney
Cindy Beringer, Deputy Borough Clerk
Tina Markewicz, Purchasing Agent
Leslie Roberson, Tax Search Officer
Frank D'Amore, Fire Prevention Official
Rev. Beth Rauen Sciaino and Pastor Daniel Fenco, Police Chaplains
Crossing Guards, contingent upon passing hearing and vision testing:
Shelly Benetin
Elizabeth Cook
Henry Dacko
John Donovan
Andrew George
John Heppes
Rudy Hyzer
Patricia LaVecchia
Susan MacDonald
Leo Mason
Thomas Och
Lisa Panfile
Deborah Pickell
Martha Santini
Ann Smith
Bruce Watson

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 3, 2022.

RESOLUTION #22-5
AUTHORIZING PROFESSIONAL SERVICES APPOINTMENTS/CONTRACTS

WHEREAS, the Borough of Bernardsville has a need to acquire services listed herein as non-fair and open contracts pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate and the Finance Officer has determined and certified in writing that the value of the acquisitions will exceed \$17,500, and

WHEREAS, the anticipated term of contracts is one year, and contractors listed herein have submitted proposals indicating they will provide the services needed by the Borough, and

WHEREAS, the contractors have completed and submitted a Business Entity Disclosure Certification which certifies that their business entity has not made any reportable contributions to a political or candidate committee in the Borough of Bernardsville in the previous one year, and that the contract will prohibit the contractors named herein from making any reportable contributions through the term of the contract, and

WHEREAS, the Finance Officer has certified in writing that sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED that the Borough of Bernardsville authorizes contracts with the following professional services contractors for 2022:

Pidgeon and Pidgeon, for Legal Services - not to exceed \$150,000
Apruzzese, McDermott, Mastro & Murphy, Labor Counsel - not to exceed \$50,000
Suplee, Clooney & Co., Municipal Auditors - not to exceed \$41,275
Hawkins, Delafield & Wood, Bonding Attorneys - not to exceed \$25,000
Stormwater Compliance Solutions, for NJDEP storm water compliance - not to exceed \$40,000
Phoenix Advisors, LLC, IRMA and Continuing Disclosure Agent - not to exceed \$10,000
Cleary, Giacobbe, Alfieri, Jacobs, LLC for Legal Services in connection with the Downtown Revitalization Project - not to exceed \$12,000
CGP&H, Professional Planning and Affordable Housing Services - not to exceed \$25,000
HQW Architects LLC, for design of library lower level a/c package unit design/plan and library roofing design/plan - not to exceed \$10,000
Metro Company, LLC to Provide Relocation Advisory Services - not to exceed \$10,000
Maraziti Falcon, LLP in connection with the acquisition of 210 North Finley Avenue and 63 Bernards Avenue for affordable housing purposes - not to exceed \$50,000
Burgis Associates, Borough Planner - not to exceed \$5,000
Parker McCay, for legal services - not to exceed \$10,000
Appraisal Systems, for professional appraisal inspections and services in connection with the 2022 borough wide reassessment program - not to exceed \$10,000
Paulus, Sokolowski, & Sartor, for wastewater treatment engineering services - not to exceed \$20,000

BE IT FURTHER RESOLVED that all required, supporting documentation be placed on file with each service contract, and that notice of these awards be advertised once in the Bernardsville News.

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 3, 2022.

RESOLUTION #22-6
AUTHORIZING APPOINTMENTS/CONTRACTS
FOR EXTRAORDINARY, UNSPECIFIABLE SERVICES

WHEREAS, the borough may award contracts for “Extraordinary, Unspecifiable Services (EUS) without competitive bids in accordance with requirements of N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2; and

WHEREAS, the Chief Financial Officer in accordance with the requirements of N.J.A.C. 5:34-5 has certified in writing to the Mayor and Borough Council the availability of adequate funds to pay the maximum amount of the contract; and

WHEREAS, the resolution and the EUS contract shall be kept on file and available for public inspection in the office of the Borough Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Bernardsville, in the County of Somerset, State of New Jersey, as follows:

1. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with General Code (formerly Coded Systems, Inc.), for ordinance codification.
2. The Mayor and Borough Clerk are hereby authorized and directed to execute an agreement with Brown and Brown for Risk Consultants.
3. Both contract are awarded without competitive bidding as an “Extraordinary Unspecifiable Service” in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law.

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 3, 2022.

RESOLUTION #22-7
BOROUGH OF BERNARDSVILLE
MEMORIALIZING THE 2022 SCHEDULE OF MEETINGS OF THE MAYOR AND COUNCIL

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to adopt the following schedule of meetings to be held in the second floor Council Chambers of the Municipal Building, 166 Mine Brook Road, Bernardsville, New Jersey, or remotely via Zoom <https://www.bernardsvilleboro.org/Pages/remote> when formal action may be taken:

DATE	TIME	MEETING TYPE
Monday, January 3, 2022	7:00 P.M.	Reorganization
Monday, January 10, 2022	7:00 P.M.	Public/work
Monday, January 24, 2022	7:00 P.M.	Public
Monday, February 14, 2022	7:00 P.M.	Public/work
Monday, February 28, 2022	7:00 P.M.	Public
Monday, March 14, 2022	7:00 P.M.	Public/work
Monday, March 28, 2022	7:00 P.M.	Public
Monday, April 11, 2022	7:00 P.M.	Public/work
Monday, April 25, 2022	7:00 P.M.	Public
Monday, May 9, 2022	7:00 P.M.	Public/work
Monday, May 23, 2022	7:00 P.M.	Public
Monday, June 13, 2022	7:00 P.M.	Public/work
Monday, June 27, 2022	7:00 P.M.	Public
Monday, July 11, 2022	7:00 P.M.	Public
Monday, August 8, 2022	7:00 P.M.	Public
Monday, September 12, 2022	7:00 P.M.	Public/work
Monday, September 26, 2022	7:00 P.M.	Public
Tuesday, October 11, 2022	7:00 P.M.	Public/work
Monday, October 24, 2022	7:00 P.M.	Public
Monday, November 14, 2022	7:00 P.M.	Public/work
Monday, November 28, 2022	7:00 P.M.	Public
Monday, December 12, 2022	7:00 P.M.	Public/work
Tuesday, December 27, 2022	7:00 P.M.	Public

The agenda will be available by 4:30 p.m. in the Office of the Borough Clerk or online at www.bernardsvilleboro.org on Thursday preceding each meeting.

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 3, 2022.

RESOLUTION #22-8

AUTHORIZING ADVERTISEMENT FOR BIDS FOR SUPPLIES & SERVICES

BE IT RESOLVED, that the Public Works Manager and/or Projects Manager is hereby authorized to advertise for bids in the usual form for:

- Sludge removal
- Water sampling and lab analysis
- Road improvements
- Garbage container pickup
- Snow plowing/sidewalk clearing
- Liquid Alum
- Grass cutting/lawn maintenance
- Road Department equipment and vehicles
- Tree pruning/removal services
- Excavation of test pits
- Rental of Snack bar
- Street Sweeping
- Brush and Leaf Tubgrinding

to be publicly opened in accordance with law by the Administrator or his authorized delegate, who is hereby designated as the contracting agent for the Borough for the aforesaid purposes.

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 3, 2022.

RESOLUTION #22-9
ADOPTING A CASH MANAGEMENT PLAN

BE IT RESOLVED, that the Borough Council of the Borough of Bernardsville, County of Somerset, for the year 2022 or until further action by the Borough Council, shall adopt the policy attached hereto and made a part hereof, which shall serve as the cash management plan of the Borough of Bernardsville.

RESOLVED FURTHER that the Chief Financial Officer is directed to use this cash management plan as the guide in depositing and investing the Borough funds. Suitable and authorized investments are Interest-bearing bank accounts and certificates of deposit in authorized banks, listed below, for deposit of local unit funds; Government money market mutual funds as comply with N.J.S.A. 40A:5-15.1(e); Local government investment pools which comply with N.J.S.A. 40A:5-15.1(e) and conditions set by the Division of Local Government Services; New Jersey State Cash Management Fund; and Repurchase agreements (repos) of fully collateralized securities which comply with N.J.S.A. 40A:5-15.1(a).

RESOLVED FURTHER that each month, the Chief Financial Officer shall prepare a schedule of investments purchased and redeemed, investment earnings, fees incurred and market value of all investments. Government Unit Depository Protection Act approved banks are authorized depositories for the deposit of funds and those used by the Borough of Bernardsville are listed in Resolution #22-11. The Chief Financial Officer shall report to the governing body any account that does not earn interest.

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 3, 2022.

Borough of Bernardsville Cash Management Policy

Be it resolved by the Borough Council of the Borough of Bernardsville, County of Somerset, that the Chief Financial Officer shall administer the cash management plan adopted herewith through compliance with 40A:5-1 et seq. Prudent application of these cash management policies, which shall not conflict the plan in any way.

I. Objectives: The priority of investing practices shall be in order of descending importance of **security, liquidity, and yield.**

A. Security: The safety of principal is the foremost objective of the cash management plan. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

1. **Credit Risk:** Credit risk is the risk of loss due to failure of the security issuer or backer. Credit risk may be mitigated by:

- a. Limiting investments to the safest types of securities.
- b. Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisors with which an entity will do business.
- c. Diversifying the investment portfolio.

2. **Interest Rate Risk:** Interest rate risk is the risk that the market value of the securities in the portfolio will fall due to changes in general interest rates. Interest rate risk may be mitigated by:

- a. Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity, and
- b. By investing operating funds primarily in shorter-term securities.

B Liquidity: The portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Investments of various funds should be structured so that they match the potential need. Thus, investments of operating funds should be kept in investments with a maturity of not more than one year. Investments of a capital or long term trust fund nature should match the expected use of the funds, but not to exceed five years. Investments should consist of securities with active secondary markets or in mutual funds that permit liquidation at net asset value. Securities shall not be sold prior to maturity with the following exceptions:

1. A declining credit security could be sold early to minimize the loss of principal.

2. A security swap would improve the quality, yield, or target duration in the portfolio.
 3. Liquidity needs of the local unit require that the security be sold.
- C. **Yield:** The investment portfolio must be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. The Chief Financial Officer shall carefully evaluate the legality, security, and yield attributes of any investment offering above market yields.

II Standards of Care

- A. **Prudence:** The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio in accordance with State law and this policy. The Chief Financial Officer acting in accordance with the cash management plan and policy shall be relieved of any liability for loss of such moneys due to the insolvency or closing of any depository designated by, or the decrease in value of, any investment authorized by the cash management plan.
- B. **Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall not have personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material investment in financial institutions with which they conduct business. They shall disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Personnel involved in investment activities shall comply with the Local Government Ethics Law.
- C. **Delegation of Responsibility and Authority:** Responsibility and authority to manage the cash management plan and policy is granted to the Chief Financial Officer pursuant to N.J.S.A. 40A:5-14. No person may engage in an investment transaction except as provided under the terms of the policy and the written procedures established by the Chief Financial Officer. The Chief Financial Officer shall be responsible for all transactions undertaken and shall establish system of controls to regulate the activities of subordinate officials.

III. Safekeeping and Custody

A. **Authorized Banks for Deposit of governmental Funds:** The cash management plan shall list all authorized banks for deposit of governmental funds. Only banks approved by the Department of Banking and Insurance under the Government Unit Depository Protection Act (GUDPA) can be approved depositories.

B. **Approved Security Broker/Dealers:** The cash management plan shall list any approved security broker/dealers.

C. Internal Controls

1. The governing body shall act to provide that the agency has an internal control structure that is established, defined and maintained to ensure that the assets of the entity are protected from loss, theft, or misuse. The chief financial officer shall develop written internal controls and submit them to the governing body for approval. The internal control structure shall be designed to provide reasonable assurance that the assets of the entity are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- a. The cost of a control should not exceed the benefits likely to be derived.
- b. The valuation of costs and benefits of internal controls requires estimates and judgements by management.

2. Internal control practices shall address the following points:

- a. Control of collusion. Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- b. Separation of transaction authority from accounting and record keeping. By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- c. Custodial safekeeping. Securities purchased from any bank or dealer including appropriate collateral (as defined by N.J.S.A. 12A.9-105) shall be placed with an independent third party for custodial safekeeping.
- d. Avoidance of physical delivery securities. Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
- e. Clear delegation of authority to subordinate staff members. Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

- f. Written confirmation of telephone transactions for investments and wire transfer. Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communication may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
 - g. Development of a wire transfer agreement with the lead bank or third party custodian. This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.
 - D. **Delivery vs. Payment:** All trades where applicable will be executed by delivery vs. payment (DVP). This ensures that securities are deposited in the eligible financial institution prior to the release of funds. Securities will be held by a third party custodian as evidenced by safekeeping receipts.

IV. Reporting

- A. **Methods:** The chief financial officer shall prepare an investment report to the governing body each month, including a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last month. This management summary will be prepared in a manner which will allow the governing body to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the chief executive officer, and the governing body. The report will include those items outlined in the cash management plan.
- B. **Performance Standards:** The investment portfolio will be managed in accordance with the parameters specified within the cash management plan and policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. Portfolio performance should be compared to appropriate benchmarks on a regular basis.

V. Policy

- A. **Exemption:** Any investment currently held that does not meet these guidelines shall be exempted from the requirements of the cash management plan. At maturity or liquidation, such monies shall be reinvested only as provided by the cash management plan and policy.
- B. **Amendment:** The cash management plan must be approved by the governing body, by resolution, on an annual basis, and may be amended at any time during the year to reflect changes due to changes in laws, depositories, funds or investments.

RESOLUTION #22-10
AUTHORIZATION FOR INVESTMENTS

BE IT RESOLVED that the Administrator/CMFO be authorized to make investments of Borough funds, subject to Current Policy on Investments and subsequent approval by the Borough Council, maximum of \$7,500,000.00 (except NJ Cash Management), GUDPA insures all governmental deposits, check financial statements of banks quarterly and report on Cap/Assets ratio and Investments in individual banks may be increased above limits above, based on Cap/Assets ratio. (Will seek highest interest rate for short-term investments; some banks with very high C/A ratios are not competitive.)

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 3, 2022.

RESOLUTION #22-11
DESIGNATION OF DEPOSITORIES AND SIGNATORIES

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville, that the following banks are designated depositories for funds of the Borough, including General Trust and Current Funds, Public Defender fees, Open Space Trust Funds, Animal Control Funds, Capital Funds, Assessment Trust funds, Sewer Utility Funds, Sewer Capital account, payroll funds, escrow account, landfill escrow account, construction fund, Municipal Court account, bail bond account, State and Federal Grants fund, Railroad Station fund, Fire Penalty Account I & II, COAH Development Fees Account, Police Department Law Enforcement Trust account, Police Off-Duty Employment, Shade Tree Trust Fund, Community Garden Trust Fund, Accumulated Absences Liability Trust Fund, Snow Removal Reserve Trust Fund, and subject to receipt from each depository hereafter named, their statement of financial condition which is equal to, or better than, current standards:

Millington Bank, Millington, NJ
Peapack-Gladstone Bank, Bernardsville, NJ
Bank of America, Basking Ridge and Bridgewater, NJ
State of NJ, Cash Management, Trenton, NJ
Roselle Savings Bank, Bernardsville, NJ
Lakeland Bank, Bernardsville, NJ
Chase Bank, Bernardsville, NJ
PNC Bank, Bernardsville, NJ
Wells Fargo Bank, Bernardsville
TD Bank, Bernardsville

BE IT FURTHER RESOLVED that the Mayor, Council President or a Member of the Finance Committee, Administrator/CMFO, Borough Clerk or, in his absence the Deputy Borough Clerk, are hereby authorized to sign all checks, notes and drafts of this Borough drawn on any account in the above institutions which have been or may be opened in accordance with resolution (except payroll account) and that any of them is hereby authorized to endorse and deposit checks and drafts payable to the Borough, and

BE IT FURTHER RESOLVED that the Borough Clerk is authorized to sign payroll checks and in his absence the Treasurer, Administrator/Finance Officer and Deputy Borough Clerk are authorized to sign said checks.

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 3, 2022.

RESOLUTION #22-12
AUTHORIZING PAYMENT OF BILLS

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to authorize payment of bills, as follows:

Current Fund for Clerk Petty Cash	300.00
Current Fund for Swim Pool/Recreation Petty Cash	150.00
Current Fund for Police Petty Cash	450.00
Current Fund for Finance Petty Cash	300.00

TOTAL	<hr/> \$1,200.00
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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 3, 2022.

RESOLUTION #22-13
SETTING RATE OF INTEREST ON 2022 DELINQUENT TAXES,
SERVICE CHARGES FOR CHECKS RETURNED FOR INSUFFICIENT FUNDS,
AND CHARGES FOR DUPLICATE TAX SALE CERTIFICATES

BE IT RESOLVED, as follows:

FOR TAXES NOT IN ARREARS, 0% for nine (9) calendar days following the due date. Taxes not paid during this ten day period shall be deemed to be in arrears as of the said first day of the month.

FOR TAXES IN ARREARS, 8% per annum on the first \$1500 of the delinquency, 18% per annum on any amount in excess of \$1500 BOTH TO BE INCREASED TO THE MAXIMUM ALLOWED BY LAW IN THE EVENT OF AN INCREASE IN THE STATUTORY MAXIMUM.

RESOLVED FURTHER that pursuant to N.J.S.A. 54:4-67, as amended, a penalty shall be charged to a taxpayer with a delinquency in excess of \$10,000 who fails to pay said delinquency prior to the end of the calendar year. The penalty so charged is hereby fixed at 6% of the amount of the delinquency; and if taxes are fully paid and satisfied for that calendar year by the holder of an outstanding tax sale certificate, the holder shall be entitled to receive the same 6% penalty as part of the amount required to redeem such certificate of sale; and pursuant to N.J.S.A. 54:5-61, as amended, the amount to be charged on account of tax sale certificates shall include the following redemption penalties:

- A. 2% of the amount of the certificate over \$200 and up to \$5,000
- B. 4% of the amount of the certificate over \$5,000 and up to \$10,000
- C. 6% of the amount of the certificate over \$10,000

RESOLVED FURTHER, that a service charge in the amount of \$20 shall be imposed for each check returned for insufficient funds and the charge for a duplicate tax sale certificate shall be \$75, and

RESOLVED FURTHER that per N.J.S.A. 54:4-66.3, if failure of the State to approve budgets in a timely manner causes the delay in the delivery of property tax bills, the Collector must include notice of the payment date after which interest will be charged back to the statutory dates. No interest may be charged for 25 days after mailing.

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 3, 2022.

RESOLUTION #22-14
TEMPORARY APPROPRIATIONS FOR OPERATING PURPOSES

WHEREAS, 40A:4-19 Local Budget Act provides that (where any contracts, commitments or payments are to be made prior to the final adoption of the 2022 budget) temporary appropriations be made for the purposes and amounts required in the manner and time therein provided;

WHEREAS, the date of this resolution is within the first thirty days of 2022, and

WHEREAS, the total appropriations in the 2021 Budget less debt service, pension, capital improvements, and grants are as follows:

General	\$ 12,191,191.64
Sewer Utility	\$ 1,110,971.47

WHEREAS, 26.25 percent of the above appropriations in the 2021 Budget is as follows:

General	\$ 3,200,187.80
Sewer Utility	\$ 291,630.01

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Bernardsville, County of Somerset that the following temporary appropriations be made and that a certified copy of this resolution be transmitted to the Chief Financial Officer for her records.

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 3, 2022.

RESOLUTION #22-15
APPROVING TEMPORARY BUDGET LINE ITEMS

BE IT RESOLVED, by the Borough Council that the breakdown by line item, as shown in the attachment entitled "Approving Temporary Budget Line Items", is hereby adopted.

See attached 2022 Temporary Budget

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 3, 2022.

Budget Journal Entry

ENTRY# 0 DATE: 12/27/2021

Account Number	Description	Debit	Credit
10-C00-0100-0100	ADMIN. & EXEC S&W		44,389.00
10-C00-0100-0200	ADMIN. & EXEC. OE		50,000.00
10-C00-0101-0200	HUMAN RESOURCES - OE		25,000.00
10-C00-0102-0100	MUNICIPAL CLERK - S&W		37,669.00
10-C00-0102-0200	MUNICIPAL CLERK - OE		4,247.00
10-C00-0110-0100	FINANCE DEPT. - S&W		33,022.00
10-C00-0110-0200	FINANCE DEPT - OE		25,000.00
10-C00-0111-0200	FIN. ADM. - AUDIT		36,290.75
10-C00-0112-0100	TECH.INF.SYSTEM-S&W		3,387.00
10-C00-0112-0200	TECH.INF.SYSTEM-OE		20,000.00
10-C00-0115-0100	TAX ASSESSOR - S&W		32,812.00
10-C00-0115-0200	TAX ASSESSOR - OE		20,000.00
10-C00-0120-0100	TAX COLLECTOR - S&W		11,550.00
10-C00-0120-0200	TAX COLLECTOR - OE		5,000.00
10-C00-0135-0200	LEGAL SERVICES - OE		50,000.00
10-C00-0140-0100	ENGINEERING - S&W		27,825.00
10-C00-0140-0200	ENGINEERING - OE		18,375.00
10-C00-0141-0204	HIS.PRSVN.ADV.COMM - MISC. EXP		262.00
10-C00-0145-0100	BUILD & GROUNDS - S&W		51,408.00
10-C00-0145-0200	BUILD. & GROUNDS - OE		300,000.00
10-C00-0150-0100	PLANNING BOARD - S&W		11,379.00
10-C00-0150-0200	PLANNING BOARD - OE		6,562.00
10-C00-0155-0100	BOARD OF ADJ. - S&W		7,783.00
10-C00-0155-0200	BOARD OF ADJ. - OE		6,562.00
10-C00-0156-0100	ZONING/HOUSE - S&W		40,688.00
10-C00-0156-0200	ZONING/HOUSE - OE		5,000.00
10-C00-0160-0200	SHADE TREE COMM. - OE		11,812.00
10-C00-0165-0200	ENVIRON. COMM. - OE		1,000.00
10-C00-0170-0200	LIABILITY INSURANCE		51,975.00
10-C00-0171-0200	WORKERS COMPENSATION INSURANCE		47,531.00
10-C00-0175-0100	HB WAIVER		5,775.00
10-C00-0175-0200	GROUP INSURANCE - OE		211,732.00
10-C00-0180-0200	FIRE HYDRANT SERVICE		23,625.00
10-C00-0185-0200	AID TO FIRE DEPT. - OE		29,662.00
10-C00-0190-0100	COMMUNICATIONS - S&W		82,950.00
10-C00-0190-0200	COMMUNICATIONS - OE		5,775.00
10-C00-0195-0100	POLICE - S&W		703,500.00
10-C00-0195-0200	POLICE - OE		34,519.00

Budget Journal Entry

ENTRY# 0 DATE: 12/27/2021

Account Number	Description	Debit	Credit
10-C00-0200-0250	PURCHASE OF POLICE CARS		20,000.00
10-C00-0205-0220	AID TO RESCUE CO. - DONATION		16,275.00
10-C00-0210-0100	EMERGENCY MGMT. - S&W		1,969.00
10-C00-0210-0200	EMERGENCY MGMT. - OE		709.00
10-C00-0220-0100	STREETS & ROADS - S&W		225,927.00
10-C00-0220-0200	STREETS & ROADS - OE		120,750.00
10-C00-0225-0200	STREET LIGHTING - OE		9,975.00
10-C00-0235-0200	LANDFILL - OE		12,128.00
10-C00-0240-0200	RECYCLING - OE		25,988.00
10-C00-0246-0100	VEHICLE MAINT. - S&W		23,326.00
10-C00-0246-0200	VEHICLE MAINT. -OE		21,289.00
10-C00-0250-0200	BOARD OF HEALTH		25,778.00
10-C00-0260-0200	ANIMAL CONTROL - OE		18,000.00
10-C00-0271-0100	SWIM POOL - S&W		37,756.00
10-C00-0271-0200	SWIM POOL - OE		19,084.00
10-C00-0272-0100	RECREATION - S&W		48,482.00
10-C00-0272-0200	RECREATION - OE		13,860.00
10-C00-0275-0250	CELEBRATION OF PUBLIC EVENTS		656.00
10-C00-0280-0200	SENIOR CITIZEN VAN - OE		1,444.00
10-C00-0285-0100	CONSTRUCTION - S&W		55,125.00
10-C00-0285-0200	CONSTRUCTION - OE		6,000.00
10-C00-0290-0100	FIRE PREVENTION - S&W		2,000.00
10-C00-0290-0200	FIRE PREVENTION - O&E		2,200.00
10-C00-0305-0200	TELEPHONE		30,000.00
10-C00-0310-0200	ELECTRICITY		13,388.00
10-C00-0315-0200	GASOLINE		23,888.00
10-C00-0320-0200	GAS		4,070.05
10-C00-0334-0200	DEFINED CONTRIBUTION RETIREMENT PROGRAM		2,888.00
10-C00-0340-0200	SOCIAL SECURITY		77,338.00
10-C00-0350-0202	UNEMPLOYMENT - BOROUGH SHARE		5,250.00
10-C00-0357-0200	Municipal Court Shared Service		26,906.00
10-C00-0360-0200	LIBRARY CONTRIBUTIONS - OE		223,672.00
10-190-0700-0000	AMOUNT TO BE RAISED BY TAXES		

3,200,187.80

=====

3,200,187.80 3,200,187.80

Budget Journal Entry

ENTRY# 0 DATE: 12/27/2021***Temporary Budget***

Account Number	Description	Debit	Credit
=====	=====	=====	=====
40-C00-0101-0100	SEWER-SALARY & WAGES		1,350.00
40-C00-0101-0200	SEWER - OE		290,280.01
40-192-0110-1000	USER FEES	291,630.01	
		=====	=====
		291,630.01	291,630.01

RESOLUTION #22-16

**ADOPTING POLICE DEPARTMENT
RULES & REGULATIONS**

BE IT RESOLVED, by the Borough Council of the Borough of Bernardsville, to adopt the Rules and Regulations of the Bernardsville Police Department, copies on file in the Clerk's Office and Police Department.

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 3, 2022.

**RESOLUTION #22-17
DESIGNATING WRECKER SERVICES
FOR THE POLICE DEPARTMENT**

BE IT RESOLVED by the Borough Council to designate the following wrecker services for use by the Bernardsville Police Department during 2022:

Mike's Towing and Recovery, Inc.
Morristown Auto Body
Somerset Hills Towing
C & L Towing
Delucas Towing
Dave's Towing
Mesler's Towing Service, Inc.

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 3, 2022.

RESOLUTION #22-18

DESIGNATION OF OFFICIAL NEWSPAPERS

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville, that the Bernardsville News and Courier News be designated as the official newspapers for the Borough, and

RESOLVED FURTHER that all official notices may be published in any or all of these papers, and they are hereby designated to receive notice of meetings in accordance with the Open Public Meetings Act because said newspapers have the greatest likelihood of informing the public of such meetings.

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 3, 2022.

RESOLUTION #22-19

SLEO APPOINTMENTS FOR 2022

BE IT RESOLVED by the Borough Council of the Borough of Bernardsville to appoint the following Special Law Enforcement Officers (SLEO II & SLEO III) for 2022:

Thomas Wallace, SLEO II
Gregory Skinner, SLEO II
Edward Byrnes, SLEO III
Matthew Brown, SLEO III

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 3, 2022.

RESOLUTION #22-20

**APPROVAL OF A REDEVELOPMENT AGREEMENT WITH ADVANCE
REALTY INVESTORS FOR THE QUIMBY REDEVELOPMENT AREA**

BE IT RESOLVED, by the Borough Council of the Borough of Bernardsville, to
approve the attached redevelopment agreement with Advance Realty Investors.

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 3, 2022.

REDEVELOPMENT AGREEMENT
BY AND BETWEEN
THE BOROUGH OF BERNARDSVILLE
AS REDEVELOPMENT ENTITY
AND
ADVANCE REALTY INVESTORS
AS THE REDEVELOPER

Dated: _____, 2021

Draft 12.27.21

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is made as of the _____ day of _____, 2021, by and between the **BOROUGH OF BERNARDSVILLE**, a public body corporate and politic of New Jersey, acting as redevelopment entity pursuant to *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”), having its principal office at Borough Hall located at 166 Mine Brook Road, Bernardsville, New Jersey 07924 (the “Borough”), and Advance Realty Investors, LLC, a New Jersey limited liability company organized under the laws of the State of New Jersey, having its offices at 1420 U.S. Highway 206, Suite 200, Bedminster, New Jersey 08879 (the “Redeveloper”). The Borough and the Redeveloper are hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

W I T N E S S E T H:

WHEREAS, the Mayor and Borough Council adopted a Resolution on October 15, 2019 (Resolution #19-203) authorizing the Planning Board of the Borough of Bernardsville (the “Planning Board”) to conduct an investigation to determine if certain property identified as Block 70, Lots 1, 2, 3, 4, 5, 6, 6.01, 6.02, 6.03, 6.04, 6.05, 6.06, 6.07, and 6.08; Block 71, Lots 4, 5, 5.01, 6, 7, 8, 9, 10, 11, 12 and 13; Block 98, Lot 1; Block 124, Lot 1; and Block 144, Lot 1, as shown on the official Tax Map of the Borough (the “Study Area” or “Redevelopment Area” or “Property”), constitutes a non-condemnation “area in need of redevelopment,” in accordance with the Redevelopment Law; and

WHEREAS, on December 12, 2019 the Planning Board held a public hearing, duly noticed under the Redevelopment Law, and reviewed an investigation/report titled “Preliminary Investigation – Quimby Lane, Bernardsville, NJ” and dated November 25, 2019 prepared by Topology LLC, (the “Study”); and

WHEREAS, the Planning Board, after conducting the required investigation and holding a public hearing on December 12, 2019 recommended that the Study Area met the statutory criteria; and

WHEREAS, the Borough Council on January 13, 2020 adopted a Resolution accepting the Planning Board’s recommendation that the area was found to meet the necessary statutory criteria, and designated the entire Study Area as a *Non-Condensation Area in Need of Redevelopment*; and

WHEREAS, pursuant to the provisions of *N.J.S.A. 40A:12A-7(e and f)* and *N.J.S.A. 40A:12A-15* of the Redevelopment Law, the Borough’s staff and/or Planning Board professionals, is permitted to prepare a redevelopment plan; and

WHEREAS, a redevelopment plan for the Study Area titled “Quimby Lane Redevelopment Plan” has been prepared by Topology and submitted to the Borough Council for review (the “Redevelopment Plan”); and

WHEREAS, on October 13, 2020, the Borough Council by Ordinance adopted the Redevelopment Plan in order to effectuate a plan that is consistent with the goals and objectives of the Borough for the redevelopment of the Property; and

WHEREAS, it is the intention of this Agreement that the Redeveloper will be the owner or have contractual control of some or all of the Property; and

WHEREAS, by Resolution adopted by the Borough Council on August __, 2021, the Redeveloper was designated to undertake the necessary development and construction of the Property in accordance with the Redevelopment Plan and any applicable amendments to the Redevelopment Plan; and

WHEREAS, the Redeveloper acknowledges and agrees that the designation by the Borough is conditioned upon the satisfaction of all the conditions and requirements of this agreement and the Redevelopment Plan; and

WHEREAS, the purpose of this Agreement is to effectuate designation of the Redeveloper, during the term of which (1) the Parties will perform their planning obligations under Section 2.06 (2) the Redeveloper will use best efforts to acquire or put under contract to acquire the Property, (3) the Redeveloper will provide information regarding its financial capacity to complete the project defined in the Redevelopment Plan and will provide capital and operating budgets and pro form as for the complete development of the Redevelopment Plan (including all public amenities therein) and (4) the parties hereto will negotiate any amendments to this Agreement or the Redevelopment Plan necessary for the Project, including a development and construction agreement (the “Developer’s Agreement”) and a definitive Financial Agreement (as defined in Section 4.04) to cover the parties' relationship for the duration of the Redevelopment; and

WHEREAS, subject to Redeveloper’s satisfaction of the conditions and requirements of this Agreement and the Redevelopment Plan, the Borough intends to enter into with the Redeveloper the Developer’s Agreement, as same may be amended, and the Financial Agreement for the development of the project; and

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, and for other good and valuable consideration, the parties hereto do hereby covenant and agree each with the other as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

1.01. Definitions. Except as expressly provided herein to the contrary, all capitalized terms used in this Agreement and its exhibits shall have the following meanings:

a. “Affiliate” means with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, the term “control” (including the correlative meanings of the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities or by contract or otherwise.

b. “Borough” means the Borough of Bernardsville, New Jersey, a municipal corporation of the State of New Jersey. For the purposes of this Agreement, the Borough Council of the Borough of Bernardsville is the designated Redevelopment Entity for the Redevelopment Area pursuant to *N.J.S.A. 40A:12A-3*.

c. “Borough Code” means the Ordinances and Regulations of the Borough as amended from time to time.

d. “Borough Indemnified Parties” means the Borough and its officers, agents, and employees.

e. “Conceptual Development Plan” means a detail plan that contains the following:

1. A plan reasonably depicting the location of all buildings, including proposed uses, and heights, together with a programmatic tabulation by square footage and use type for residential and retail units including size, number key design features and amenities for the residences.
2. Detail the overall phasing strategy and project timeline.
3. Detail the proposed implementation strategy and location of public improvements outlined in Sections 5.2-5.7 of the Redevelopment Plan, including schematic design.
4. Detail the proposed implementation strategy and location of infrastructure and capital improvements including the design and location of parking facilities, loading facilities, utilities, vehicular circulation and pedestrian circulation.

5. Include a feasibility study for improvements outlined in Section 5.8 of the Redevelopment Plan.
6. Include a financing plan for public improvements including sources and uses of public and private funds.
7. Elevations and sections of all buildings and structures specified above
8. Preliminary design development of all public amenities.

f. “Development Approvals” means site plan approval by the Borough of Bernardsville Planning Board and other approvals required by applicable Legal Requirements

g. “Effective Date” means the date of this Agreement, which shall be entered on the first page hereof.

h. “Governmental Approvals” means all necessary reviews, consents, permits, licenses, leases, easements or grants or other approvals of any kind, including, but not limited to, Development Approvals, agreements for utility relocation and service legally required by or from any Governmental Body, each of which must be final and non-appealable, in order to carry out the Project, including but not limited to those set forth in **Exhibit C** hereto.

i. “Governmental Body” means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, and any public utility, including, without limitation, the Borough and the State of New Jersey or any other quasi-governmental agency having jurisdiction of the subject matter.

j. “Legal Requirements” means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time, including but not limited to the Borough Code.

l. “Lot” shall mean the lots comprising the real property for the Project not currently owned by the Borough, specifically Block 70, Lots 2, 3,5, or 6. For clarity, Lot 6 shall mean Lot 6 in its entirety, including any and all condominium units contained therein.

k. “NJEDA” means the New Jersey Economic Development Authority.

l. “NJDEP” means the New Jersey Department of Environmental Protection

- m. “NJDOT” means the New Jersey Department of Transportation.
- n. “NJRA” means the New Jersey Redevelopment Authority.
- o. “Person” means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or Governmental Body, or any other entity.
- p. “Planning Board” shall have the meaning given to it in the recitals.
- q. “Project” is defined in **Section 2.03** hereof.
- r. “Project Improvements” means all buildings, structures, improvements, site preparation work and amenities necessary for the implementation and completion of the Project.
- s. “Property” means the Redevelopment Area or Property.
- t. “Agreement” means this Redevelopment Agreement between Borough and Redeveloper, and any written amendments and supplements hereto.
- u. “Redevelopment Area” shall have the meaning given to it in the recitals.
- v. “Redevelopment Law” or “LRHL” means the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as amended and supplemented.
- w. “Redevelopment Plan” shall have the meaning given to it in the recitals.
- x. “Reimbursable Borough Costs” is defined in **Section 4.02** hereof.
- y. Term. The term of this Agreement (the “Term”) shall, be the period of time from the Effective Date of this Agreement through the execution by the Borough and the Redeveloper of all further amendments, further agreements and approvals necessary for the construction of the Project not subject to appeal. This Term is subject only to earlier termination in accordance with the terms of this Agreement, including termination because of the Redeveloper’s material Default.

ARTICLE 2

IMPLEMENTATION OF PROJECT

2.01. Exclusive Redeveloper. The Redeveloper, subject to the provisions hereof, is the designated Redeveloper and shall have the exclusive right to carry out the Project in accordance with the Redevelopment Plan, the Redevelopment Law and this Redevelopment Agreement during

the Term. For the term of this Agreement, except as provided hereinabove and subject to termination of this Agreement pursuant to its terms, the Borough shall not have the right to designate any person or entity other than the Redeveloper to carry out any part of the Project.

2.02. Redeveloper's Interest in the Property. Redeveloper hereby represents that it is or will be the owner of, or have contractual rights to, the Property.

2.03. The Project. The Project shall generally consist of the development and construction of mixed use residential and commercial buildings consistent with the specifications and parameters of the Redevelopment Plan or any applicable amendments to the Redevelopment Plan and required parking spaces along with various other related improvements and amenities related to the Redevelopment Plan. The Project shall further consist of the acquisition of all or a portion of the Property, and, the construction and development of all Project Improvements and related on-site and off-site improvements, and utilities and infrastructure improvements, all in accordance with the Redevelopment Plan or any applicable amendments to the Redevelopment Plan and as set forth in this Agreement.

2.04. Property Acquisition. Redeveloper shall use all commercially reasonable efforts to have acquired or have under its contractual control all of the non-municipal owned parcels within Block 70 of the Redevelopment area within nine (9) months of the Effective Date of this Agreement ("Acquisition Period"). Without limitation of the preceding sentence, if the Redeveloper has acquired or placed under its contractual control within the initial nine (9) month period at least two (2) Lots, the Acquisition Period may upon request by the Redeveloper and consent of the Borough be extended for an additional six (6) months. At any time, if reasonably requested by the Redeveloper, the Borough may in its discretion further extend the Acquisition Period. Provided that Redeveloper is not in breach of this Agreement, upon request of the Redeveloper, the Borough may in its discretion take all reasonable steps to facilitate the acquisition of Property for the Project, including amending the Redevelopment Plan in a manner consistent with the intents and purposes of the Redevelopment Plan (including the provision of public amenities) or engaging in eminent domain proceedings.

2.05. Financial capabilities. Redeveloper shall within sixty days (60) of the Effective Date of this Agreement present to the Borough evidence of the financial capability of the

Redeveloper to finance and complete the Project. Such items may include evidence of bank statements, lines of credit, or letters confirming access to capital or equity needed for the completion of the Project. The Borough shall have the right to review and evaluate the submitted financial records and request additional documents as needed to ensure the viability of the Project.

2.06 Conceptual Development Plan: Within ninety days (90) of the Effective Date of this Agreement, the Redeveloper shall provide a Conceptual Development Plan, as defined herein. The Borough shall either approve or provide comment to the Conceptual Development Plan within 10 business days, after which period the Redeveloper will resubmit the Conceptual Development Plan to address the comments of the Borough and for further approval within a reasonable period following receipt of the comments of the Borough, subject to final site plan approval by the Planning Board. The Borough if needed shall use best efforts to amend the Redevelopment Plan so that it is consistent with the agreed upon Conceptual Development Plan. Should the Borough and the Redeveloper fail to reach an agreement as to the Conceptual Development Plan or fail to amend the Redevelopment Plan within 90 days of the Parties agreed upon Conceptual Development Plan, the either the Borough or Redeveloper shall be entitled to terminate this Agreement.

2.07 Project Financials. Redeveloper shall within ninety days (90) of the Effective Date of this Agreement, with the submittal of the Conceptual Development Plan, provide updated financial records to include estimated project costs inclusive of public improvements, proposed sources of funding including construction financing and equity needs, proposed purchase price for municipal property, 10-year operating pro forma for the Project and any other items requested by the Borough needed to evaluate the financial viability of the Project.

2.08 Relocation of post office. Redeveloper within one hundred twenty days (120) of the Effective Date of this Agreement shall provide a relocation plan for the US Post Office. The Borough agrees not to extend or renegotiate the lease with the US Post Office without notice, consent and approval by the Redeveloper. The Borough agrees to cooperate with the Redeveloper in efforts to seek relocation of the US Post Office within the Redevelopment Area or other suitable location within the Borough.

2.09 Acquisition of Municipal Property. Redeveloper within one hundred eighty days (180) of the Effective Date of this Agreement will, subject to Borough approval, to have a contract in place for the acquisition of all of the Municipal parcels necessary for the development of the Conceptual Development Plan. Redeveloper and Borough agree and acknowledge that any requirement for the Borough to sell or transfer property to the Redeveloper will be expressly contingent on the fulfillment and satisfaction by the Redeveloper of all of the conditions of this Agreement and any amendments hereof and the approved Redevelopment Plan.

2.10 Governmental Approvals.

(a) Attached hereto as **Exhibit B** is a list of all known Governmental Approvals that need to be obtained by the Redeveloper in order to satisfy its obligations under this Agreement with respect to completion of the Project. The Redeveloper shall be responsible, at its sole cost and expense, for obtaining all such Governmental Approvals and for any other Governmental Approval which may be required but which is not identified herein. The Redeveloper shall use diligent and commercially reasonable efforts to secure, or cause to be secured, any and all Governmental Approvals, and shall carry out the Project in conformance therewith and in accordance with the Redevelopment Project Schedule as set forth in **Exhibit A** attached hereto and made a part hereof. Redeveloper shall provide the Borough with copies of all Governmental Approvals for the Project upon request and shall keep the Borough apprised of the status of all Governmental Approvals. The Borough agrees to fully cooperate, to the extent that such cooperation is consistent with the terms and intent of the Redevelopment Plan, with the Redeveloper in obtaining the Governmental Approvals. Upon the written request of the Redeveloper, the Borough shall consider for approval modifications of the dates set forth in the Redevelopment Project Schedule within a period of thirty (30) calendar days following receipt of a written request by the Redeveloper, such approval shall not be unreasonably withheld.

(b) In addition to the Site Plan Approval, the Redeveloper shall proceed diligently to obtain all other Governmental Approvals required for the Project from any Governmental Agency having jurisdiction over the Project, including but not limited to any County of Somerset Planning Board, NJDEP and NJDOT approvals, if required. It is understood by the parties that the Redeveloper can seek Final Site Plan approval, which would be contingent upon receipt of other

Governmental Approvals. By January 31, 2022 the Redeveloper shall contact the NJDEP regarding the development of the Project and related public improvements within any flood plains or zones.

(c) The Property or any portion(s) thereof may require environmental remediation, mitigation or clean up including but not limited to the demolition of the existing structures on the Property and the disposal of materials generated thereby, and the excavation and removal of contaminated soil, all in accordance with and as required by the NJDEP (collectively, the “Environmental Remediation”). The Parties agree that obligations and timelines under this Agreement will be equitably adjusted to account for Environmental Remediation.

2.11 Governmental Approval Fees. The Redeveloper shall pay all the Borough permit, application, escrow and approval fees (“Borough Fees”) and other non-Borough fees for Governmental Approvals, which include any application fees for Governmental Approvals payable by the Borough to all required Governmental Bodies other than the Borough in connection with the Project, or application fees for which the Borough is required to reimburse other Governmental Bodies in connection with Governmental Approvals.

2.12 Amendment of Redevelopment Plan; Modification of Project Improvements.

(a) Upon request by the Redeveloper, the Borough agrees that it will consider for approval a request by the Redeveloper to amend the Redevelopment Plan in order to accommodate variations to the Project, provided such variations are generally consistent with the intent and purpose of the Redevelopment Plan (including the provision of the public amenities therein), such approval shall be within the Borough’s sole discretion.

(b) The Parties agree that if the Redevelopment Plan needs to be amended for any reason in the future, that the Party making the request shall do so in writing with supporting documentation reasonably satisfactory to the other Party, and the other Party shall provide a response within fifteen (15) calendar days. The reply will address only the conceptual response and any formal application to change the Redevelopment Plan must follow the requirements of applicable law.

(c) The Redeveloper acknowledges that portions of the Redevelopment Area are within a flood hazard area. The Redeveloper shall comply with all stormwater regulations promulgated by the State or Borough subject to review and approval by the Borough Engineer. Any and all stormwater improvements necessitated by the construction of buildings and structures shall be the requirement of the Redeveloper.

2.13 Water and Sewer Connection Fees. The Redeveloper shall be responsible, for any additional infrastructure improvements required to accommodate full development of the Project, including but not limited to streets, sanitary sewers, storm sewers, utility lines and drainage facilities. The Borough shall reasonably utilize any authority which it may have under applicable law to assist the Redeveloper in the approval and construction of infrastructure improvements required for the Project. The Borough shall also cooperate with the Redeveloper as an applicant or in any other Borough to assist the Redeveloper in obtaining approvals for any infrastructure improvements required for the Project. In furtherance of same, the Redeveloper shall pay all water and sewer connection and usage fees due to the Borough or other agency upon issuance of building permits, such period to commence upon the issuance of building permits.

2.14 Cooperation. Both Parties shall fully cooperate with each other as necessary to accomplish the Project, including entering into additional agreements that may be required provided, however, that such actions shall not result in a material increase in the Parties' respective obligations hereunder or material decrease in the Parties' respective rights hereunder. The Borough further agrees to:

(a) Support the Redeveloper in connection with requests to expedite the review and approval by the Planning Board, of specific site plans for the Project provided that such site plans (i) conform to the guidelines of the Redevelopment Plan and any such amendments and this Agreement and (ii) are first conceptually approved by the Borough.

(b) Jointly with the Redeveloper apply for, develop and negotiate agreements with the NJDEP, the NJDOT, the NJEDA, the NJRA and/or any other agency of Federal, state or regional government for grants, loans and/or necessary approvals of projects related to the Project or the Project itself.

ARTICLE 3
PROJECT OVERSIGHT

3.01. Regular status updates: The Redeveloper shall meet with the Borough representatives which may include members of the Downtown Redevelopment Committee on a once a month unless deemed not necessary by the Borough Administrator. The Redeveloper should generally be prepared to provide updates on and present plans, space utilization plans and programs, design including elevations, post office relocation issues, affordable housing plans, market changes, building massing, site plans and designs for public amenities, relocation process, land assemblage, engineering, environmental studies, other governmental approvals, finance, capital and operation budgets relevant to the Project, and timelines.

ARTICLE 4
REDEVELOPER AND BOROUGH FINANCIAL OBLIGATIONS

4.01. Reimbursable Borough Costs. The Redeveloper shall provide the Borough with the reimbursement of out-of-pocket costs incurred by the Borough in connection with the Project (“Reimbursable Borough Costs”). Reimbursable Borough Costs shall include reasonable fees and costs of any attorney, engineer, traffic consultant, architect, planner, financial advisor or other consultant(s), retained by the Borough in connection with the preparation and drafting of the Redevelopment Plan and all amendments thereto and this Agreement and professional fees associated with compliance and review of the implementation of this Redevelopment Agreement and any amendments thereto, but shall not include the costs of wages, salaries and benefits paid to employees of the Borough providing services in furtherance of the Project.

4.02. Payment of Reimbursable Borough Costs. Upon the Effective Date of this Agreement, the Redeveloper agrees to establish with the Borough’s chief financial officer an escrow account (the “Escrow Account”) having an initial balance of Fifty Thousand Dollars (\$50,000.00) from which the Reimbursable Borough Costs shall be paid. Prior to the Borough’s withdrawal of funds from the Escrow Account for the payment of Reimbursable Borough Costs, the Borough shall provide the Redeveloper with a copy of each and every invoice reflecting the Borough Costs to be paid. Unless the Redeveloper provides a written objection within twenty (20) Days of its receipt of any such copy of an invoice stating that any invoiced item is not a valid

Reimbursable Borough Cost pursuant to the terms of this Agreement, the Borough shall be free to withdraw funds from the Escrow Account for the payment of such invoiced services; provided, however, that the Redeveloper's failure to object within such twenty (20) calendar days shall not be a waiver of Redeveloper's rights to dispute such payment pursuant to the provisions of *N.J.S.A. 40:55D-53.2 et seq.* If, when and as often as may occur that the Escrow Account is drawn down to or below fifteen Thousand (\$15,000.00) Dollars, the Borough shall so notify the Redeveloper and the Redeveloper shall immediately thereafter provide to the Borough an amount sufficient to replenish the Escrow Account to Twenty-Five Thousand (\$25,000.00) Dollars for use in accordance with the terms of this Redevelopment Agreement. The Redeveloper shall also have the right to request a decrease in the balance required on the Escrow Account as the Project progresses, which request shall not be unreasonably denied by the Borough. The Redeveloper agrees that upon execution of this Agreement and deposit of the escrow that the Borough shall be reimbursed a maximum of \$25,000.00 for costs related to the Project incurred by the Borough to date.

4.03. Affordable Housing. The Redeveloper and the Project shall subject to provision for affordable housing and shall be subject to the Borough's affordable housing ordinances, court orders and settlements, which are in effect as of the Effective Date of this Agreement and may include but not limited to any obligation to pay a residential development fee or to construct on-site or off-site affordable housing. This provision shall survive the issuance of a Certificate of Completion and Compliance and/or other evidence of completion of the Project and/or the expiration or termination of this Agreement and other agreements referenced herein.

4.04. Financial Agreement. The Redeveloper may create and transfer the Property to a duly qualified urban renewal entity pursuant to Applicable Law with similar ownership interests to the Redeveloper (a "URE"), which URE may submit an application under the Long Term Tax Exemption Law ("LTTE") for approval of an agreement for tax exemption and payments in lieu of taxes (a "Financial Agreement"), provided that the Project qualifies for same under the provisions of the LTTE. The Redeveloper and the Borough recognize that a Financial Agreement may benefit the URE and the Borough. If proposed by a URE, the Borough agrees to consider such request in good faith on terms acceptable to the Borough, and any Financial Agreement shall be subject to the receipt of all Governmental Approvals required by the applicable law. The terms and conditions governing the Financial Agreement, which are contingent upon the Borough's

approval, shall be negotiated in good faith by the Parties and shall be mutually acceptable to the Parties and the URE.

4.05. Project Costs and Financing. The Redeveloper will, at its sole cost and expense, construct the Project as required by the terms of this Agreement and the Governmental Approvals. Redeveloper agrees that all costs associated with the acquisition, development and financing of the Project are the sole responsibility of Redeveloper. Redeveloper represents that it either has obtained or will obtain financing for the Project. Upon request, the Redeveloper shall submit to the Borough evidence of financing commitments for construction financing.

4.06 Improvements for public amenities. The Redeveloper and the Borough acknowledge that the Project is part of the revitalization of the surrounding area and will have an impact on the area neighborhood. The Parties agree that the Redeveloper will create the, conceptual design and preliminary engineering for the public amenities, and not later than three (3) months prior to final site plan approval, the Redeveloper will in good faith negotiate and jointly work toward the execution of a separate agreement related to the costs of all off-site improvements, including such improvements in Block 71 and any stormwater or other regulatory compliance related thereto. Such agreement shall address the respective obligations of Redeveloper and Borough to acquire or construct all park, open space improvements or street landscaping within the Property as provided in the Redevelopment Plan. The Borough will apply for and utilize available resources to obtain funding, including any State, County, Local or other open space funding, for development of the off-site improvements.

ARTICLE 5

INDEMNIFICATION

5.01. Redeveloper Indemnification. Redeveloper agrees to indemnify and hold harmless and defend the Borough and hold harmless and defend the Borough Indemnified Parties, and the Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgments or expenses, of any and all kinds or nature and however arising, by third parties, which claims arise from the Project, which the Borough and/or the Borough Indemnified Parties may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death, or damage to property, whether real, personal or mixed, in connection with the condition, use,

possession, conduct, management, planning, design, construction installation, financing, marketing, leasing, or sale of the Project by Redeveloper or based upon or arising out of the actual breach of contract by the Redeveloper of contracts entered into by the Redeveloper, which directly relate to Redeveloper's act or omission relating to the Project, except to the extent any claim, suit or action arises from the gross negligence or intentional and willful acts of the Borough and/or the Borough Indemnified Parties.

ARTICLE 6

PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER; PERMITTED TRANSFERS

6.01. Prohibition Against Speculative Development. The Redeveloper covenants that its undertakings pursuant to this Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

6.02. Prohibition Against Transfers. The Redeveloper agrees not to assign, delegate, transfer or otherwise convey its rights, duties and obligations under this Agreement, including a change of control by direct transfer, equity transfer or operation of law (each a "Transfer"), except by Permitted Transfer, without the prior written consent of the Borough, which consent may be withheld in the Borough's discretion. Redeveloper has covenanted not to effectuate any Transfer without first having obtained the consent of the Borough to such Transfer.

6.03. Permitted Transfers. The following transfers are deemed to be "Permitted Transfers", and shall serve as exceptions to the general prohibition set forth in the previous paragraph and shall not require prior approval of the Borough: (a) a transfer of this Agreement to a URE pursuant to Section 4.04 hereof ; (b) utility and other development easements; (c) conveyances, purchase and sale contracts or leases to the ultimate users or tenants of any portion of the Project or the improvements constructed thereupon as a component of the Project; (d) a change in the membership of the Redeveloper or a transfer of interests of Redeveloper to an Affiliate of Redeveloper so long as the interest of the principals of Advance Realty and its principal owners are not diminished and the succeeding Redeveloper is controlled by the same parties that control Redeveloper; Nothing herein shall permit any transfer to a foreign entity, or governmental or quasi-governmental entity, or any entity with criminal ties or which has been convicted of a felony, or to any publicly traded entity.

6.04. Notice of Permitted Transfers. With respect to any of the Permitted Transfers listed in Section 6.03 hereof, the Redeveloper shall provide the City with written notice within thirty (30) days prior to the consummation of such Permitted Transfer, including a description of the nature of such Permitted Transfer, and the name(s) and address(es) of the Transferee(s) involved, and the beneficial ownership and control thereof.

6.05. Transfers in Violation of this Agreement. Any Transfer not constituting a Permitted Transfer under Section 6.03 hereof in violation of this Agreement shall be deemed to be a Redeveloper Event of Default and shall be null and void *ab initio*, and the occurrence of such Redeveloper Event of Default shall entitle the Borough to seek all available remedies under the terms of this Agreement, including the right to terminate this Agreement and all other remedies available under the applicable law.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES

7.01. Redeveloper's Default. The Borough shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, an "Event of Default"):

(a) The Redeveloper's failure to substantially perform any of its obligations under the terms of this Agreement;

(b) A final and unappealable determination by a court of competent jurisdiction that the Redeveloper is insolvent;

(c) (i) The Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper has made a general assignment for the benefit of creditors, has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper and shall not have been dismissed for a period of sixty (60) consecutive

days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Redeveloper or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of sixty (60) consecutive days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(d) Failure by the Redeveloper to make any payments owed to the Borough when due of Reimbursable Borough Costs or other required payments to the Borough pursuant to this Agreement.

7.02. Borough Default. The Redeveloper shall have the right to declare the Borough in default of this Agreement in the event of the failure by the Borough to substantially perform any covenant or condition under this Agreement.

7.03. Right to Cure Default. Upon written notice of any Event of Default pursuant to **Section 7.01** or **Section 7.02**, either party shall have sixty (60) calendar days to cure such Default, provided that if such Event of Default cannot reasonably be cured within sixty (60) calendar days then, providing that the Party is diligently proceeding to cure such default, the Party will have such time as is reasonably required to cure the Default.

7.04. Force Majeure. Failure of either Party to perform any of the provisions of this Agreement by reason of any of the following shall not constitute an Event of Default or breach of this Agreement: labor disputes, strikes, picket lines, unavailability of materials, freight and delivery delays, energy shortages, boycott efforts, fires, floods, freezes, extreme weather conditions, accidents, accidents, war (whether or not declared), terrorism, riots, act of God, acts (including, but not limited to, a delay in acting or a failure to act of government (including without limitation any agency, subdivision or department of the United States of America or the State of New Jersey), denial of any Governmental Approval, or other causes which are beyond the reasonable control of the Party asserting an excusable delay (the “Force Majeure”).

7.05. Default Rights and Remedies. Except as may otherwise be provided in this Agreement, upon the occurrence of an Event of Default not cured pursuant to **Section 7.03** hereof, the non-defaulting party may terminate this Agreement by Court Order and seek damages (in the

case of the Borough against the Redeveloper), or institute such proceedings as may be necessary or desirable in its opinion to exercise self-help and cure and remedy such default or breach. In the event that this Agreement is terminated by court order, the Redeveloper's designation as the redeveloper of the Redevelopment Area shall immediately terminate, together with the Redeveloper's rights as the Redeveloper, and the Borough shall have all rights under applicable law including, without limitation, the right to appoint a new redeveloper, as set forth in the Redevelopment Law. In no event shall either party have any liability for consequential or punitive damages.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES

8.01. Borough Representations. The Borough represents and warrants to Redeveloper as of the date of this Agreement and throughout the Term, as follows:

(a) The Borough (i) is a public body corporate and politic of the State of New Jersey and is duly organized, validly existing and in good standing under the laws of the State of New Jersey; and (ii) has all requisite corporate power to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance of this Agreement and the transactions contemplated hereby (i) have been duly authorized by all necessary corporate proceedings by the Borough; (ii) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which the Borough is subject or any judgment, order, writ, injunction, license or permit applicable to the Borough or its properties; and (iii) do not conflict with any provision of its charter documents, bylaws, or any material agreement or other material instrument binding upon the Borough. The Borough is not in violation of any provision of its charter documents, bylaws, or any agreement or instrument to which it is subject or by which it or any of its properties are bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could reasonably be expected to materially adversely affect the ability of the Borough to perform its obligations under this Agreement.

(c) The execution and delivery of this Agreement will result in valid and legally binding obligations of the Borough enforceable against it in accordance with the respective terms and provisions hereof, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

(d) There are no pending, or to the knowledge of the Borough, threatened actions or proceedings by or before any court or administrative agency or arbitrator against or affecting the Borough that involve the Borough's execution or performance of this Agreement or the transactions contemplated hereby that, if adversely determined, are reasonably likely, either individually or in the aggregate, to materially adversely affect the ability of the Borough to perform its obligations under this Agreement.

(e) The Borough represents and agrees to the following: it has properly designated the Redevelopment Area as an area in need of redevelopment pursuant to the LRHL; has properly adopted the Redevelopment Plan pursuant to the LRHL; the Redevelopment Area shall remain subject to the Redevelopment Plan; the Borough shall not amend or modify the Redevelopment Plan without the consent of the Redeveloper; and, the Borough has properly designated the Redeveloper as the redeveloper of the Project in accordance with the LHRL.

(f) If there is any actual or alleged defect, deficiency, error, mistake or improper exercise of authority with regard to the approval and/or content of the matters that are the subject of the representations set forth in this Section, the Borough shall take all necessary actions to rectify same and to ensure that this Agreement between the Borough and the Redeveloper is effective and shall remain in place, including adoption of any ordinance, resolution or any other rule, regulation or official action; execution of any documents necessary to ensure that same complies with the LRHL, as amended; and any other action necessary to cure any alleged defect so that the terms of the Agreement remain in place as agreed upon between the Borough and the Redeveloper.

8.02. Redeveloper Representations. Redeveloper represents and warrants to the Borough as of the date of this Agreement and throughout the Term, as follows:

(a) Redeveloper (i) is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of New Jersey; (ii) has all requisite power to execute, deliver and perform its obligations under this Agreement, and the equity ownership and control of the Redeveloper is held by _____. (b) The execution, delivery and performance of this Agreement and the transactions contemplated hereby; (i) have been duly authorized by Redeveloper; (ii) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which Redeveloper is subject or any judgment, order, writ, injunction, license or permit applicable to Redeveloper or its properties; and (iii) do not conflict with any provision of its governing documents, or any material agreement or other material instrument binding upon Redeveloper. Redeveloper is not in violation of any provision of its charter documents, or any agreement or instrument to which it is subject or by which it or any of its properties are bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could reasonably be expected to materially adversely affect the ability of Redeveloper to perform its obligations under this Agreement.

(c) The execution and delivery of this Agreement will result in valid and legally binding obligations of Redeveloper enforceable against it in accordance with the respective terms and provisions hereof, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefore may be brought.

(d) There are no pending or, to the knowledge of Redeveloper, threatened actions or proceedings by or before any court or administrative agency or arbitrator against or affecting Redeveloper or any of its affiliates or that involve Redeveloper's execution or performance of this Agreement or the transactions contemplated hereby that, if adversely determined, are reasonably likely, either individually or in the aggregate, to materially adversely affect the ability of Redeveloper to perform its obligations under this Agreement.

(e) Redeveloper shall not use the Property, or permit the Property to be used, in any manner which violates any Legal Requirements.

(f) Redeveloper acknowledges and agrees that (i) Redeveloper shall construct only the uses established in the Redevelopment Plan; (ii) Redeveloper shall develop the Project in accordance with the terms of this Agreement; (iii) Redeveloper shall comply with the Redevelopment Law and all associated Legal Requirements ; and (iv) until such time that a Certificate of Completion and Compliance has been issued and the Project is otherwise completed, Redeveloper shall be without power to sell the Property or any portion thereof or interests therein, except as otherwise set forth herein.

ARTICLE 9

MISCELLANEOUS

9.01. Notices. Formal notices, demands and communications between the Borough and the Redeveloper and from the Redeveloper to the Borough (as required herein) shall be deemed sufficiently given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. Notice may also be sent by facsimile as long as such notice is followed by sending a copy by regular mail. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

To the Borough:
Borough of Bernardsville
Attn: Mayor and Borough Clerk
Borough Hall, 166 Mine Brook Road
Bernardsville, New Jersey 07924

With a copy to:
Joseph DeMarco, Esq.
Cleary Giacobbe Alfieri Jacobs LLC
16 Ramapo Valley Road
Oakland, NJ 07436

To the Redeveloper:
_____, LLC
ATTN: General Counsel

1420 U.S. Highway 206, Suite 200
Bedminster, NJ 07921

With a copy to:
Philip W. Lamparello, Esq.
Chasan, Lamparello Mallon & Cappuzzo, PC
300 Lighting Way, Suite 200
Secaucus, NJ 07090

9.02. Non-Liability of Officials and Employees of Borough. No member, official, agent or employee of the Borough shall be personally liable to the Redeveloper, or any successor in interest, in the event of any default or breach by the Borough, or for any amount which may become due to the Redeveloper or its successor, or on any obligation under the terms of this Agreement.

9.03. Non-Liability of Officials and Employees of Redeveloper. No member, officer, shareholder, director, partner, agent or employee of Redeveloper shall be personally liable to the Borough, or any successor in interest, in the event of any default or breach by the Redeveloper or for any amount which may become due to the Borough, or its successor, on any obligation under the terms of this Agreement.

9.04. Estoppel Certificate. Within thirty (30) calendar days following written request therefore by a party hereto, the other party shall issue a signed estoppel certificate either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time and the giving of notice would result in a default or breach under this Redevelopment Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured. No more than a reasonable number of estoppel certificates may be requested per year.

9.05. No Brokerage Commissions. The Borough and the Redeveloper each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Agreement as broker, agent, or otherwise acting on behalf of either the Borough or the Redeveloper, and the Borough and the Redeveloper shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

9.06. No Consideration for this Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Borough, any money or other consideration for or in connection with this Agreement.

9.07. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the permitted successors, assigns and affiliates of the parties hereto, and their heirs, executors, and administrators. This Agreement shall not be assigned except as otherwise provided herein.

9.08. Exhibits and Schedules. All Exhibits and Schedules attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

9.09. Titles of Articles and Sections. The titles of the several **Articles** and **Sections** of this Redevelopment Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

9.10. Severability of Provisions. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

9.11. Modification of this Agreement. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

9.12. Execution of Counterpart. This Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

9.13. Drafting Ambiguities; Interpretation. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

9.14. Waivers and Amendments in Writing. All waivers of the provisions of this Redevelopment Agreement must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper and all amendments hereto must be in writing and signed by the appropriate authorities of the Borough and the Redeveloper. The waiver by either party of a default or of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach.

9.15. Conflict of Interest. No member, official or employee of Borough shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

9.16. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

9.17. Return of Escrows. Upon any termination of this Agreement for any reason whatsoever, all escrows and other amounts deposited with the Borough under this Agreement shall be promptly returned to Redeveloper, after payment of any costs and/or permitted damages for which Redeveloper is then liable under the terms of this Agreement.

[The Remainder of this Page Intentionally Left Blank. Signatures Follow on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be executed, all as of the date first above written.

**Borough of Bernardsville, a Municipality of the
State of New Jersey**

By: _____
Mayor

Date: _____, 2021

_____, LLC
**A New Jersey Limited Liability Company,
Redeveloper**

By: _____

Name:
Title: Managing Member

Date: _____, 2021

EXHIBIT A

Redevelopment Project Schedule

1. Redeveloper to use commercially reasonable efforts to acquire or have under contractual control all property necessary for the Project in accordance with the Agreement, Section 2.04:
By Nine (9) months from the Effective Date.
2. Redeveloper to provide financial records in accordance to the Agreement, Section 2.05
By sixty (60) days from the Effective Date
3. Redeveloper to provide a Conceptual Development Plan for the project in accordance to the Agreement, Section 2.06
By ninety (90) days from the Effective Date
4. The Borough to either approve or provide comment to the Conceptual Development Plan in accordance to the Agreement, Section 2.06.
By 10 business days from the Borough's receipt of the Conceptual Development Plan provided under Section 2.06. Redeveloper to resubmit the corrected Conceptual Development Plan within a reasonable period after comment by the Borough.
5. Redeveloper to provide updated financial records in accordance to the Agreement, Section 2.07
By ninety (90) days from the Effective Date
6. Redeveloper to provide a relocation plan for the US Post Office in accordance to the Agreement, Section 2.08
By one hundred twenty (120) days from the Effective Date
7. Redeveloper to have a contract in place for the purchase of all municipal property in accordance to the Agreement, Section 2.09
By one hundred eighty (180) days from the Effective Date.
8. Redeveloper to have applied and received final site plan approval for the project.
By July 31, 2023
9. Parties to negotiate and work towards the execution of a separate agreement related to improvements in accordance with the Agreement, Section 4.06.
By three (3) months prior to final site plan approval.
10. Redeveloper to conduct initial and subsequent meetings with NJDEP and NJDOT
Per the schedule set forth by those regulatory authorities.
11. Redeveloper to commence construction of the Project Improvements of for the Project as approved:
By Within six (6) months of receipt of all Governmental Approvals.

12.

All dates contained in the Redevelopment Project Schedule may be reasonably extended if the Redeveloper is proceeding in good faith and using commercially reasonable efforts to meet the dates specified.

EXHIBIT B

To the Redevelopment Agreement

Government Approvals

1. Preliminary and Final Site Plan Approval from the Borough of Bernardsville Planning Board
2. Site Plan Approval from the Somerset County Planning Board, if applicable
3. Soil Erosion and Sediment Control Plan Certification from the Somerset County Soil Conservation District
4. NJDEP, including for improvements within the Flood Hazard Area
5. NJDOT, if applicable

And any other reviews, consents, permits, licenses, easements, agreements or other approvals of any kind which may be required by any governmental or quasi-governmental agency with jurisdiction over the Property.