

**BOROUGH OF MENDHAM**  
MORRIS COUNTY, NEW JERSEY

**RESOLUTION #032-2021**

**RESOLUTION AUTHORIZING THE APPOINTMENT OF THOMAS M. HESPE AS TAX COLLECTOR  
AND AS TAX SEARCH OFFICER FOR THE BOROUGH OF MENDHAM**

**WHEREAS**, N.J.S.A. 40A:9-141 requires municipalities to appoint a Tax Collector and N.J.S.A. 54:5-11 requires municipalities to appoint a Tax Search Officer; and

**WHEREAS**, the Borough of Mendham has a need to appoint a Tax Collector and a Tax Search Officer; and

**WHEREAS**, in accordance with N.J.S.A. 40A:9-142, the appointment of a Tax Collector is appointed to a four-year term; and

**WHEREAS**, the Borough Council desires to appoint Thomas M. Hesper, a certified Tax Collector, as the Tax Collector for the Borough of Mendham to serve on a part-time basis for a four-year term in accordance with N.J.S.A. 40A:9-142, effective January 1, 2021 to December 31, 2024 at such compensation as set forth in the annual Salary Resolution; and

**WHEREAS**, Thomas M. Hesper will be eligible to receive those benefits afforded to all part-time employees as set forth in the Borough of Mendham's Personnel Policy and Procedure Manual.

**WHEREAS**, the Borough Council also wishes to appoint Thomas M. Hesper as the Borough's tax Search Collector in accordance with N.J.S.A. 54:5-11.

**THEREFORE, BE IT RESOLVED** by the Council of the Borough of Mendham, in the County of Morris and State of New Jersey as follows:

1. Thomas M. Hesper is hereby appointed as a part-time Tax Collector for the Borough of Mendham for a four-year term, effective January 1, 2021 to December 31, 2024, at such compensation as set forth in the annual Salary Resolution and with those benefits afforded to all part-time employees as set forth in the Borough of Mendham's Personnel Policy and Procedure Manual.
2. Thomas M. Hesper is hereby appointed as Tax Search Officer for the Borough of Mendham.

Dated: January 7, 2021

ATTEST:

BOROUGH OF MENDHAM

\_\_\_\_\_  
Robin R. Kline, Borough Clerk

\_\_\_\_\_  
Christine Serrano-Glassner, Mayor

**BOROUGH OF MENDHAM**  
MORRIS COUNTY, NEW JERSEY

**RESOLUTION #033-2020**

**RESOLUTION AUTHORIZING THE REAPPOINTMENT OF JOYCE E. BUSHMAN AS BOROUGH ADMINISTRATOR FOR A TWO-YEAR TERM AND APPROVAL OF AN AMENDED EMPLOYMENT AGREEMENT**

**WHEREAS**, the Mayor and Council of the Borough of Mendham wish to reappoint Joyce E. Bushman as Borough Administrator for a two-year term from January 1, 2021 through December 31, 2022, in accordance with N.J.S.A. 40A:9-136 et seq. and § 4-19 of the Borough Code; and

**WHEREAS**, the Borough also wishes to enter into an amended employment agreement with Ms. Bushman, with compensation and benefits as set forth in the agreement attached hereto.

**THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Borough of Mendham, in the County of Morris and State of New Jersey, as follows:

1. Joyce E. Bushman is hereby reappointed as Borough Administrator for a two-year term from January 1, 2021 through December 31, 2022.
2. The Mayor and Clerk are authorized and directed to execute a revised employment agreement with Ms. Bushman, which agreement is attached hereto and incorporated herein.
3. This Resolution and the employment agreement shall be kept on file in the Office of the Borough Clerk.

This Resolution shall be effective immediately.

Dated: January 7, 2021

[Form of Employment Agreement attached]

Attest:

BOROUGH OF MENDHAM

\_\_\_\_\_  
Robin R. Kline, Borough Clerk

\_\_\_\_\_  
Christine Serrano-Glassner, Mayor

## EMPLOYMENT AGREEMENT

The agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Borough of Mendham, County of Morris and State of New Jersey, a Municipal Corporation (hereinafter referred to as the "Employer") and Joyce E. Bushman (hereinafter referred to as the "Employee").

**WHEREAS**, the Employer desires to employ the services of Employee as "Administrator" as provided by the Code of the Borough of Mendham; and

**WHEREAS**, it is the desire of the Mayor and Borough Council to provide certain benefits and establish certain conditions of employment for said Employee; and

**WHEREAS**, the Employee desires to accept employment as the Administrator for the Borough of Mendham.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree as follows:

### 1. Duties

The Employer hereby agrees to employ said employee as the Administrator of the Borough of Mendham and to perform all the functions and duties specified in the Code of the Borough of Mendham and other duties that may be assigned to her by the Mayor and/or the Borough Council.

### 2. Term

The term of this agreement is for two years, from January 1, 2021 through December 31, 2022.

### 3. Termination and Severance Pay

The Employee has the right to resign at any time from the position of Business Administrator. If the Employee voluntarily resigns as Business Administrator, she shall give the Borough advance notice in writing at least 60 calendar days prior to the effective date of said resignation, unless the parties agree otherwise. Similarly, pursuant to State law, the Governing Body has the sole discretion, upon providing appropriate notice, providing a vote of 2/3 of the governing body, to terminate the Employee's employment at-will without cause. However, if the Employee's employment is terminated by the Governing Body prior to the expiration of her term, the Borough shall pay the Employee severance pay equal to three (3) months aggregate salary.

In the event the Employee is terminated as a result of a conviction of any illegal act involving personal gain or moral turpitude, or is found to have violated any State or Local Code of Ethics, or a conviction for a criminal violation in any jurisdiction, the Borough shall have no obligation to provide severance pay and benefits designated in this Section.

In the event the Employee is collecting severance pay from the Borough or is separated without such benefit, she agrees to fully cooperate with the Borough in order to allow for a smooth transition. In addition to the severance pay specified above, the Employee shall be compensated for all life, health, dental and disability insurance, and all other Borough provided benefits shall continue in full force and coverage, in the same manner as all other Borough Employees, until the end of the severance period or until similar coverage is provided to the Employee by a subsequent employer (and is in full force and effect), whichever comes first. Said continuation of health benefits shall not apply if employee voluntarily resigns from the municipality or separates from employment under circumstances that do not warrant severance compensation. Said continuation of group health insurance coverage shall be in addition to the protection afforded the Employee by the Consolidated Omnibus Budget Reconciliation Act of 1995 (COBRA). Coverage under COBRA shall be at the Employee's expense and shall commence upon the expiration of all coverage provided under the severance provisions herein.

Contemporaneous with the Borough's delivery of the severance pay and related benefits specified above, the Employee agrees to execute and deliver to the Borough a release absolutely releasing the Borough of all claims that the Employee may have against the Township.

**5. Disability**

If the Employee is permanently disabled or is otherwise unable to perform her duties because of a certified sickness, accident, injury, mental incapacity or health issue, leave will be granted in accordance with the Borough Policy and all applicable State and Federal laws.

**6. Salary**

The Employer agrees to pay the Employee for her services rendered pursuant thereto in accordance with the following rate of annual compensation schedule, payable in installments at the same time as other employees of the employer and subject to satisfactory evaluations as outlined in section 8 herein:

January 1, 2021 -December 31, 2021	\$147,900.00
January 1, 2022 – December 31, 2022	\$150,858.00 plus salary adjustment consideration after Performance Evaluation set forth in paragraph 8.

**7. Residency Requirement**

The Employee shall not be required to reside within the Borough of Mendham. However, she must reside within 35 miles of the Borough.

**8. Performance Evaluation**

The Mayor and Council may review and evaluate the personal performance of the Employee at regular intervals as determined by the Governing Body. Said review and evaluation shall be in accordance with specific criteria developed by the Employer with the aide and assistance of the Employee. The eventual criteria to be used shall be in the exclusive and sole discretion of the Employer. Said criteria may be added to or deleted from as the Governing Body from time to time may determine in consultation with the Employee. The Mayor shall provide the Employee with a summary of the 'Mitten statement of findings of the Council and shall provide an adequate opportunity to the Employee to discuss the evaluations with the Governing Body.

**9. Insurance Coverage**

The Employee shall be provided with those benefits in accordance with Section 4, page 41 of the Borough's Personnel Policy and Procedure Manual entitled "Health Insurance Policy." Applicable coverage shall be provided on a family/dependent coverage basis. Employee shall contribute to both insurance and DCRP in accordance with the laws of the State of New Jersey. In the event the Employee elects to waive coverage, she will be entitled to waiver compensation for an Employee and Spouse in accordance with Borough Policy. The election of a waiver at the commencement of employment shall be considered effective January 1, 2018.

**10. Deferred Compensation Plan**

The Employee has the right to participate in a Deferred Compensation available to all employees.

**11. Dues and Subscriptions**

The Employer agrees to budget and to pay for all reasonable and ordinary professional dues and subscriptions of the Employee necessary for her continuation and full participation in state and local associations and national organizations necessary and desirable for her continued professional participation, growth and advancement for the good of the Employer.

**12. Professional Development**

The Employer hereby agrees to budget for and to pay all reasonable and ordinary travel, and registration expenses of the Employee for the professional and official travel, meetings and occasions to adequately pursue necessary official and other functions for the Employer, including but not limited to the New Jersey Municipal Management Association and the New Jersey League of Municipalities. Employee shall provide proper proof of such expenses and process same through the Borough's purchase orders system.

**13. General Expenses**

The Employer recognizes that certain expenses of a non-personal and job affiliated nature are incurred by the Employee and hereby agrees to reimburse the Employee all reasonable expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

**14. Civic Organization Memberships**

The Employer recognizes the desirability of representation in and before local civic and other organizations and the Employee, with the prior approval of the Council, is authorized to become a member of such civic clubs or organizations, for which the Employer shall pay all reasonable expenses.

**15. Automobile Expense**

If the Employee uses her personal automobile on township-related business, upon receipt of a duly executed voucher, the Employee shall be reimbursed mileage at the rate then permitted by the Internal Revenue Service. No automobile shall be provided for transportation to and from employment.

**16. Cell Phone**

The Employer shall provide the Employee with a cell phone for use during her employment. Said cell phone shall be returned to the municipality upon termination of employment

**17. Vacation, Sick Leave and Other Leave**

The Employee shall receive five (5) weeks of vacation for each calendar year 2021 and 2022.

The Employee shall not be permitted to carry over any unused vacation days, which must be used in the subsequent calendar year, unless otherwise authorized and approved in writing by the Mayor.

The Employee shall not receive any compensation for unused sick time at the time of separation of employment.

Employee shall otherwise be entitled to sick time, holidays and medical benefits in accordance with the Borough Policy and Procedure Manual.

The Employee shall receive other forms of leave, including but not limited to personal leave, professional day, bereavement leave, jury duty leaves and holiday leave, to the extent applicable, in accordance with the Borough's personnel manual.

**18. Indemnification**

To the extent permitted by N.J.S.A. 59:1-1 et seq., the Employer shall defend, save harmless and indemnify the Employee against any tort, professional liability claims or demand or other legal action out of an alleged act or omission occurring in the performance of the Employee's duties as Borough Administrator, except when the Borough Council determines that the act or omission was not within the scope of employment or the act or failure to act was because of fraud, willful misconduct or actual malice. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**19. Bonding**

The Employer shall bear the full cost of any fidelity or other bonds required of the Employee under ordinance or law.

**20. Other Terms and Conditions of Employment**

The Mayor, in consultation with the Council, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the municipal charter or other law, or the ICMA Code of Ethics.

Employee will agree to serve on the Borough Planning Board.

Except as provided to the contrary herein, all provisions of the municipal charter and code and regulations and rules of the Employer relating to retirement and pension contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of the Employee.

**21. General Provisions**

- A. The writing herein shall constitute the entire agreement between the parties.
- B. This agreement shall become effective January 8, 2018 and is subject to a resolution of approval of the Borough Council.
- C. If any provision, or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect against any to 1'4 professional liability claim or demand or other legal action arising out of an alleged act or omission occurring in the performance of the Employee's duties as Borough Administrator, except when the Council determines that the act or omission was not within the scope of employment or the act or failure to act was because of fraud, willful misconduct or actual malice. The Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**IN WITNESS THEREOF**, the Employer has caused the agreement to be signed and executed in its behalf by its Mayor and duly attested by its Municipal Clerk, and the Employee has signed and executed this agreement, both in duplicate, the day and the year first above written.

ATTEST:

BOROUGH OF MENDHAM

\_\_\_\_\_  
Robin R. Kline, Municipal Clerk

\_\_\_\_\_  
Christine Serrano-Glassner, Mayor

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Joyce E. Bushman

**BOROUGH OF MENDHAM**  
MORRIS COUNTY, NEW JERSEY

**RESOLUTION #034-2021**

**RESOLUTION AUTHORIZING THE PAYMENT OF REOCCURRING EXPENDITURES BY  
THE BOROUGH BUSINESS ADMINISTRATOR DURING THE PUBLIC HEALTH EMERGENCY**

**WHEREAS**, Governor Murphy, on March 9, 2020, issued Executive Order No. 103, declaring a State of Emergency pursuant to N.J.S.A. App.A.:9-33 et. seq. and a Public Health Emergency as contemplated by N.J.S.A. 26:13-1 et. seq. within the State of New Jersey, effective immediately until further notice by the Governor that an emergency no longer exists; and

**WHEREAS**, the Borough of Mendham is undertaking the necessary steps to insure the continued functioning of government and the allocation of resources on an emergent basis; and

**WHEREAS**, during the Public Health Emergency government must be prepared to continue to proceed with necessary services and payment of certain expenditures; and

**WHEREAS**, the Borough Business Administrator is the highest ranking full-time official of the Borough and Chief Operating Officer of the municipality.

**THEREFORE, BE IT RESOLVED**, by the Mayor and Borough Council of the Borough of Mendham, County of Morris and State of New Jersey as follows:

1. The Mayor and Borough Council hereby authorize Joyce Bushman, Borough Business Administrator, to disburse and/or authorize payment, subject to the availability of funds, for reoccurring necessary expenses during the Public Health Emergency.
2. Those disbursements that are made by Ms. Bushman will be placed on a subsequent meeting bill list for full disclosure to the public and the Council of the expenditures authorized by Ms. Bushman under such circumstances.

This Resolution shall take effect immediately.

Dated: January 7, 2021

Attest:

BOROUGH OF MENDHAM

\_\_\_\_\_  
Robin R. Kline, Borough Clerk

\_\_\_\_\_  
Christine Serrano-Glassner, Mayor

**BOROUGH OF MENDHAM**  
MORRIS COUNTY, NEW JERSEY

**RESOLUTION #035-2021**

**RESOLUTION TEMPORARILY MODIFYING CERTAIN OUTDOOR DINING REQUIREMENTS  
TO ENABLE LOCAL RESTAURANTS TO IMPLEMENT SOCIAL DISTANCING AND FACILITATE  
SMALL BUSINESS RECOVERY IN LIGHT OF THE COVID-19 PUBLIC HEALTH EMERGENCY**

**WHEREAS**, recent changes in the economy, including the COVID-19 Public Health Emergency and resulting social distancing requirements, have led the Borough to review its outdoor dining requirements; and

**WHEREAS**, the Governing Body desires to support the economic recovery of local restaurants and businesses by temporarily modifying certain outdoor dining restrictions so that restaurants are able to serve customers while satisfying social distancing requirements; and

**WHEREAS**, the Borough Planner and the Borough Attorney has reviewed same and found the temporary modification satisfactory; and

**WHEREAS**, the Governing Body, after further consultation from the Economic Development Committee, finds it in the best interest of the Borough to temporarily modify certain restrictions.

**THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Mendham, in the County of Morris and State of New Jersey, as follows:

1. Outdoor dining and restaurant seating may be expanded in the number of seats, tables and locations for dining, under the direction of the Zoning Officer, provided the total number of customers at any one time does not exceed the total permitted restaurant seating capacity previously approved for the restaurant and it does not impede pedestrian and/or traffic circulation or existing parking or encroach upon the public right-of-way.
2. Restaurants may display one temporary sign to notify the public of in-house and take-out dining options and any restrictions in place due to the COVID-19 Public Health Emergency.
3. Restaurant must continue to follow all rules and regulations of the Health Department and Division of Alcoholic Beverage Control, as well as all applicable local, State and federal laws.
4. This will be effective once the State of New Jersey, through the Governor's Office, has issued a modified state of emergency order permitting restaurants to serve customers on premises.
5. This resolution shall remain in effect through the end of 2021 unless this resolution is otherwise amended or vacated by the Borough Council.
6. The Borough Council, Chief of Police and Borough Administrator reserve the right to deny the modification of the rules or put in place specific requirements or restrictions in order to protect the health, safety and welfare of the general public.
7. This Resolution does not permit the construction of or alternation to any building or structure. No changes may be made that change the existing character of any building or structure.
8. This Resolution does not change the existing permitted operating hours of any restaurant.

This Resolution shall take effect immediately.

Dated: January 7, 2021

Attest:

BOROUGH OF MENDHAM

\_\_\_\_\_  
Robin R. Kline, Borough Clerk

\_\_\_\_\_  
Christine Serrano-Glassner, Mayor