

United States v. Township of Bernards, et al., New Jersey (D.N.J.), 16-CV-08700

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE TOWNSHIP OF
BERNARDS AND THE TOWNSHIP PLANNING BOARD**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is entered between Plaintiff, the United States of America (“the United States”), through the Department of Justice, and Defendants Township of Bernards, New Jersey (“Bernards Township” or “Township”), and Bernards Township Planning Board (“Planning Board”), through their authorized representatives. The Plaintiff and the Defendants are referred to herein as the “Parties.” Bernards Township and Bernards Planning Board are referred to collectively as the “Defendants.”

2. This Agreement resolves a Complaint filed by the United States on November 22, 2016, against the Township and Planning Board alleging violations of the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), 42 U.S.C. §§ 2000cc-5, *et. seq.* in the United States District Court for the District of New Jersey, *United States v. Township of Bernards, New Jersey*, 3:16-cv-08700 (MAS) (hereinafter “Civil Action”).

3. In the Civil Action, the United States alleges that Defendants violated RLUIPA by denying a site plan application by the Islamic Society of Basking Ridge (“ISBR”) to construct a mosque in the township, and by enacting an amendment to the township’s code regarding land use requirements for houses of worship.

4. The ISBR filed a separate action, *Islamic Society of Basking Ridge v. Township of Bernards*, (D. N.J.), 16-cv-1369, in which the ISBR alleges violations of RLUIPA similar to those alleged by the United States.

5. On January 4, 2017, the United States District Court for the District of New Jersey consolidated for discovery purpose the Civil Action and *ISBR v. Township of Bernards* because both actions raised similar facts and legal claims.

6. On May 30, 2017, the parties in *ISBR v. Township of Bernards*, executed a court enforceable settlement agreement setting forth with specificity a process that will allow the ISBR to construct its mosque.

II. RECITALS

7. Bernards Township is a municipality in Somerset County, New Jersey.

8. Bernards Township is governed by and acts through a Township Committee of five members who are the legislative and executive body of the municipality. These members are elected for three-year terms. The Township Committee annually elects a mayor from among its members.

9. Bernards Township has the authority to regulate and restrict the use of land and structures within its borders.

10. The Planning Board is an agency of Bernards Township. It consists of eleven members, specifically the mayor (or the mayor's designee), another member of the Township Committee, and nine citizens appointed by the mayor. The Planning Board has the authority to approve site plan applications.

11. Bernards Township is responsible for the acts and omissions of its agents and agencies, including the Planning Board.

12. The Islamic Society of Basking Ridge ("ISBR") is a non-profit, Muslim organization incorporated and existing under the laws of the State of New Jersey. The ISBR is a "religious assembly or institution," as defined by RLUIPA. 42 U.S.C. § 2000cc(2)(b)(1).

13. The ISBR does not have a mosque, nor is there a mosque in Bernards Township.
14. In 2011, the ISBR purchased a single family home with an adjacent detached structure at 124 Church Street (the “Church Street property”) on a lot size of 4.088 acres for the purpose of developing a mosque.
15. The Church Street property is located in an R-2 residential zoning district.
16. At the time of purchase, the R-2 district allowed places of worship as a permitted use on properties of three acres or more.
17. On April 20, 2012, the ISBR sought preliminary and final site plan approval from the Planning Board to build its mosque on the Church Street property.
18. The mosque proposal met with significant public opposition.
19. On December 8, 2015, the Planning Board denied the ISBR site plan approval.
20. The December 8, 2015 denial was the first time that the Planning Board denied a site plan application for a house of worship since at least 1994.
21. Other religious and non-religious assemblies have received preliminary and final site plan approvals and other zoning approvals in residential zoning districts on lots of three acres or more.
22. Because the ISBR did not receive preliminary and final site plan approval to construct a mosque, the United States alleges that ISBR’s members cannot engage in their religious practices to the degree and in the way they believe they are compelled to do.
23. On October 15, 2013, the Township enacted Ordinance # 2242. This ordinance amended the classification of a house of worship from a permitted use in residential zoning districts to a conditional use. Under this ordinance, a house of worship must meet a minimum lot

area of six acres with primary access achieved from a state or county road and other setback, bulk, and dimensional requirements. Township of Bernards Code § 21-12.3.

24. At the time the Township enacted Ordinance #2242, there were ten houses of worship located in residential zoning districts and one in a business zoning district. Of those ten located in residential zoning districts, eight were located and still remain on lots that are less than the six-acre minimum required by Ordinance #2242.

25. In its Civil Action, the United States alleges, and the Township and Planning Board deny, that the actions of the Township and Planning Board in denying the ISBR's site plan application impose a substantial burden on the ISBR's religious exercise, and that such burden is not in furtherance of a compelling governmental interest and/or is not the least restrictive means of furthering such interest, in violation of RLUIPA, 42 U.S.C.

§ 2000cc(a)(1).

26. The United States alleges, and the Township and Planning Board deny, that the Township and the Planning Board treated the ISBR on less than equal terms than nonreligious assemblies in violation of RLUIPA, 42 U.S.C.

§ 2000cc(b)(1).

27. The United States alleges, and the Township and Planning Board deny, that the Township and the Planning Board treated the ISBR differently from other religious assemblies on the basis of religion or religious denomination in violation of RLUIPA, 42 U.S.C. §

2000cc(b)(2).

28. The United States alleges, and the Township and Planning Board deny, that the Township placed unreasonable limitations on religious assemblies, including unreasonable

limitations on the ISBR, through its land use regulations, in violation of RLUIPA 42 U.S.C. § 2000cc(b)(3).

29. The United States and the Township and the Planning Board (together “the Parties”) agree that for purposes of RLUIPA, the denial the ISBR’s site plan application constitutes the “application” of a “land use regulation” that “limits or restricts a claimant’s use or development of land.” 42 U.S.C. § 2000cc-5(5).

30. The Parties agree that for purposes of RLUIPA, the Township and Planning Board each constitute a “government.” 42 U.S.C. §§ 2000cc-5(4)(A)(i), (ii).

31. The Parties agree that for purposes of RLUIPA, the ISBR’s intended use of the property on Church Street to construct a mosque constitutes “religious exercise” under RLUIPA. 42 U.S.C. §§ 2000cc-5(7)(A)-(B).

32. The Parties agree that for purposes of RLUIPA, the ISBR is a religious “assembly or institution.” 42 U.S.C. § 2000cc(2)(b)(1).

33. The Parties further agree that the controversy should be resolved without further proceedings or an evidentiary hearing.

34. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the United States’ claims, and in consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to following material terms and conditions:

III. TERMS AND CONDITIONS

A. PROHIBITED CONDUCT AND AFFIRMATIVE OBLIGATION

35. The Township, the Planning Board, and all other zoning or land use bodies of the Township including the Zoning Board of Adjustment, agree that they shall not:

- a. impose or implement any land use regulation in a manner that, within the meaning of RLUIPA, imposes a substantial burden on the religious exercise of any person, including a religious assembly or institution, unless the Township can demonstrate that imposition of that burden furthers a compelling governmental interest and is the least restrictive means of furthering that compelling governmental interest;
- b. impose or implement a land use regulation in a manner that treats a religious assembly or institution on less than equal terms than a nonreligious assembly or institution;
- c. impose or implement a land use regulation in a manner that treats a religious assembly or institution differently from other assemblies or institutions on the basis of religion or religious denomination;
- d. place unreasonable limitations on religious assemblies or institutions.

36. The Township, the Planning Board, and all other land use and zoning bodies of the Township including the Zoning Board of Adjustment, shall not impose a different parking standard on an applicant for a mosque than they impose on churches, synagogues, and other houses of worship.

37. The Township shall grant the necessary approvals to allow the ISBR to use the Subject Property as a house of worship in accordance with the terms for approval of the

preliminary and final site plans, including the land use procedures and schedule contained in the Settlement Agreement between the parties in the case of *ISBR et.al. v. Bernards Township, et.al.*, Civ. No. 16-cv-1369, executed on May 30, 2017.

38. As soon as reasonably possible, but not more than 120 days from the date the parties execute this Agreement, the Township shall amend Ordinance #2242 to permit houses of worship as conditional permitted uses in all residential, commercial and institutional zoning districts consistent with other non-religious assemblies and institutions. As to houses of worship, the minimum lot area shall be no more than four (4) acres. The Township may include in its ordinance reasonable development criteria regarding the maximum floor area ratio, the maximum lot coverage, the maximum setbacks, the minimum parking setback requirement, and the type of primary access required consistent with development criteria for other non-religious assemblies and institutions such as clubs, community centers, meeting halls, schools, colleges and universities, theaters, and day care centers. Such development criteria shall not unreasonably limit the ability of houses of worship to locate in the township. The Township shall provide a copy of the proposed ordinance in draft form to the United States within thirty (30) days of the execution of this Agreement. The United States will conduct its review of the proposed ordinance within 30 days after its submission by the Township. If the United States believes that the proposed ordinance does not meet the requirements of this Agreement, the parties shall attempt to resolve the dispute pursuant to the dispute resolution process in Section IV of this Agreement. The Township shall not adopt or enforce the proposed Ordinance without the approval of the United States or until a resolution is reached pursuant to the dispute resolution process in Section IV.

B. NOTICE TO PUBLIC

39. Within sixty (60) days after the date the Parties execute this Agreement, the Township shall implement the following procedures to ensure notice to the public of this Agreement and its requirements:

- a. *Internet Posting.* The Township, Planning Board, Zoning Board of Adjustment, and all other land use and zoning bodies of the Township, shall post and maintain on their respective internet home pages a notice stating the following in type equivalent in size to the majority of other type on the page, in capital letters: “Consistent with the United States Constitution and the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), Bernards Township, the Planning Board, the Zoning Board of Adjustment, and All Other Land Use And Zoning Bodies Of The Township, Do Not Discriminate Against Religious Exercise, Or Violate The Other Protections Of RLUIPA.
- b. *Newspaper Publication.* The Township shall purchase advertising in the Star Ledger, Courier News, and Bernardsville News, for 4 consecutive weeks, at least one edition of each publication per week, the text of which shall conform to Appendix A. The notice shall be of a size equivalent to at least one-eighth page and shall be printed in at least 12-point font.
- c. *Notice to Future Religious Use Applicants.* Upon receipt of an application or inquiry about preliminary or final plan approval, a conditional use permit, variance, rezoning, or other land use determination concerning the religious use of property, the Township, Planning Board, and Zoning Board of

Adjustment, shall provide to the applicant or the person inquiring about the application process a document that describes the application process.

Additionally, the Township, Planning Board, and Zoning Board of Adjustment shall provide to the applicant or the person inquiring a notice conforming to Appendix A.

C. COMPLAINT PROCEDURE

40. Within sixty (60) days after the Parties execute this Agreement, the Township shall submit to the United States for review and approval, which shall not be unreasonably withheld, a process by which to address complaints by any person who believes that the Township, acting through its agents or employees, may have violated RLUIPA. The process shall be implemented within fifteen days after the United States' approval and shall contain the provisions set forth in this paragraph. Upon receipt of such a complaint, if not in writing, the Township, through non-clerical employees designated by the Township shall offer and provide the form attached as Appendix C. The Township shall respond in writing to any complaints within fifteen (15) days. The Township shall accept and maintain as records each original written complaint and any proposed or actual action taken by the Township in response to the complaint.

D. TRAINING

41. Within thirty (30) days after the Parties execute this Agreement, the Township shall undertake and complete the following actions for all persons who either currently have or are thereafter assigned responsibilities relating to the enactment, implementation and enforcement of any zoning or land use regulations, including the Mayor, all managerial and professional employees, agents, consultants and contractors of the Township, Planning Board,

and Zoning Board of Adjustment including, but not limited to its planners, engineers, and the lawyers that advise these bodies, all members of the Township Council, Planning Board, and Zoning Board of Adjustment, and all employees of the Building and Planning Department, excluding clerical staff:

- a. Furnish to each person a copy of this Agreement;
- b. Secure a signed statement, appearing at Appendix D, from each such person stating that he or she has received, has read, and understands this Agreement and the policy of RLUIPA compliance mandated by this Agreement, and further understands that a violation of this Agreement may result in a court action against the Township,
- c. Provide the signed statement referenced in paragraph 43(b) to the United States.

For any individual described above who commences his or her assigned duties after the initial 30 days following execution of this Agreement, the signed statement shall be provided within 10 days after the date the individual commences his or her assigned duties.

42. Within one hundred and eighty (180) days after the Parties execute this Agreement, the Township shall provide training on the requirements of RLUIPA to persons described in Paragraph 41, and shall advise the United States of it having been done. The training shall be conducted by a qualified third-person or organization selected by the Township and approved by the United States, which approval shall not be unreasonably withheld. Within two hundred and ten (210) days after the Parties execute this Agreement, the Township shall secure and deliver to counsel for the United States a written certification of each individual's attendance at the

RLUIPA training, together with a copy of all training materials, including but not limited to a course syllabus, outline, or other written handouts. The Township shall pay all training costs.

43. The Township may request from the United States a waiver of the training requirement set forth in paragraph 41 for any consultant or contractor who has previously received sufficient training on the requirements of RLUIPA within a year prior to the date of a request for a waiver. In order to obtain a waiver, the Township must provide (a) details of the training received, including the date, a copy of the training materials and information about the individual or entity providing the training, and (b) a signed certification from the consultant or contractor affirming attendance.

E. REPORTING, RECORD-KEEPING, AND MONITORING

44. Within one-hundred and eighty days (180) days after the date the Parties execute this Agreement, and every year thereafter, the Township shall send a report evidencing its compliance with this Agreement to counsel for the United States, except that the last report shall be submitted sixty (60) days prior to the fifth anniversary of the Agreement.¹ These reports shall consist of the following:

- a. a signed declaration by the Mayor of Bernards Township stating that the Township has complied with Sections III (A)-(D) of this Agreement;
- b. appropriate documentary evidence, including but not limited to the text of all new and amended ordinances, as well as policies or procedures implemented as a

¹ For purposes of this Agreement, all submissions to the United States or its counsel should be submitted to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: DJ# 210-62-8, Fax: 202-514-1116, or as otherwise directed by the United States.

result of the Agreement, demonstrating the Township's compliance with Sections III (A)-(D) of this Agreement;

- c. copies of all signed statements from each person described in paragraphs 41-43 of this Agreement, to the extent not previously provided;
- d. copies of written complaints and the Township's responses as described in Section C of this Agreement, to the extent not previously provided; and,
- e. a report on actions taken on applications for religious land use, as described below in paragraph 46, to the extent not previously communicated, or confirmation that all information required to be provided by paragraph 46 has been reported.

45. At least thirty (30) days prior to adopting any amendment or modification to the Bernards Township Zoning Code or other Township rules, laws, or ordinances that affect the use of property for an assembly use or religious land use, other than Ordinance #2242 which is governed by paragraph 38 above, the Township shall provide the United States with a copy of the proposed amendment or modification. Any proposed amendment or modification must be consistent with this Agreement and RLUIPA.

46. The Township shall maintain copies of all written applications that seek the Township's consideration or approval of any land use for religious purpose for the duration of this Agreement. Such applications include, without limitation, applications for preliminary and final plan approval, conditional use permits, re-zonings, variances, building permits, special use permits, renewals of permits, and special exemptions. The Township shall advise the United States in writing within 15 days after the disposition of any such application.

47. The Township shall retain all records related to the ISBR for the duration of this Agreement. These records shall include, but are not limited to: correspondence to the Township concerning the ISBR; complaints made to Township enforcement departments about the ISBR; and, any law enforcement or investigative action taken by the Township concerning the ISBR.

F. INSPECTION OF RECORDS

48. Upon reasonable notice by counsel for the United States to counsel for the Township, the Township shall permit representatives of the United States to inspect and copy all non-privileged, pertinent records of the Township, including, but not limited to, those records referenced in Section III of this Agreement.

IV. DISPUTE RESOLUTION PROCESS

49. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action.

50. If the United States believes that there has been a failure by the Township and/or the Planning Board to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify the Township and/or Planning Board in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Township and/or the Planning Board shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach. If the Parties are unable to reach a resolution, the United States may, until the Civil Action is dismissed, seek appropriate relief before the Court in the Civil Action. After the Civil Action is dismissed, the United States may bring a civil action in federal district court to enforce this Agreement or RLUIPA, and may in such action seek to have the court impose any remedy authorized at law or equity. In the event of a breach of this

Agreement, the United States shall be entitled to seek from the court and recover its costs and reasonable attorneys' fees incurred in any action to enforce this Agreement.

51. In the event the United States files a civil action as contemplated by paragraph 50, above, to enforce this Agreement or RLUIPA, Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

V. TERMINATION OF LITIGATION HOLD

52. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' Complaint. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

VI. DURATION, EXECUTION, AND OTHER TERMS

53. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

54. The duration of this Agreement shall be for a period of five (5) years from the date of execution.

55. Within five (5) days of the effective date of this Agreement, the Parties shall jointly file with the Court a motion to stay of the Civil Action. In the motion, the Parties will

advise the Court of this Agreement, and ask that the Civil Action be stayed for a period of six (6) months, or until both of the following terms are met, whichever occurs later:

- (a) the preliminary and final site plans for ISBR's mosque have been approved (see paragraph 37 of this Agreement); and
- (b) Ordinance # 2242 is amended in accordance with paragraph 38 of this Agreement.

56. Upon Defendants' completion of performance of the obligations set forth above in paragraph 55 (a) and (b), or six months, whichever is later, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

57. Each Party shall bear its own legal and other costs incurred in connection with this litigation, including the preparation and performance of this Agreement.

58. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

59. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the District of New Jersey. This provision does not constitute and should not be construed as a waiver by the United States of sovereign immunity, or any other jurisdictional or legal defense available to the United States. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

60. This Agreement constitutes the complete agreement among the Parties, except as noted in paragraph 37. This Agreement may not be amended except by written consent of all of the Parties.

61. The Parties agree that requests for extensions of time for performing obligations under this Agreement shall not be unreasonably withheld.

62. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged in a court other than the United States District Court for the District of New Jersey, the parties agree that they will seek removal and/or transfer to the District of New Jersey.

63. The undersigned representatives of the Township and the Planning Board and their counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

64. This Agreement is binding on the Township and the Planning Board's successors, transferees, heirs, and assigns.

65. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

66. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

67. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

FOR THE PLAINTIFF, UNITED STATES:

DATED: May 30, 2017

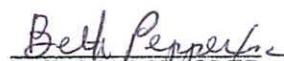
WILLIAM E. FITZPATRICK
Acting United States Attorney
District of New Jersey

T. E. WHEELER, II
Acting Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief



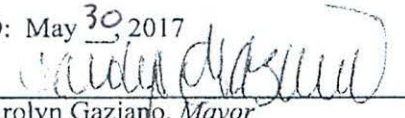
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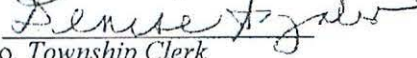


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FOR THE DEFENDANT, TOWNSHIP OF BERNARDS:

DATED: May 30, 2017

BY: 
Carolyn Gaziano, Mayor

Attested by: 
Denise Szabo, Township Clerk

FOR THE DEFENDANT, TOWNSHIP PLANNING BOARD:

DATED: May 30, 2017

BY: 
Hiram B. Carey, III

On Behalf of the Bernards Township Planning Board

APPENDIX A

NOTICE OF SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE TOWNSHIP OF BERNARDS, NEW JERSEY AND THE TOWNSHIP OF BERNARDS PLANNING BOARD

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE
RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000
("RLUIPA"), THE TOWNSHIP OF BERNARDS, BERNARDS PLANNING BOARD,
ZONING BOARD OF ADJUSTMENT AND ALL OTHER LAND USE AND ZONING
BODIES OF THE TOWNSHIP DO NOT DISCRIMINATE AGAINST RELIGIOUS
EXERCISE, OR VIOLATE THE OTHER PROTECTIONS OF RLUIPA.

On May 30, 2017, the United States and the Township of Bernards, New Jersey, and the Township of Bernards Planning Board entered a Settlement Agreement resolving a lawsuit brought by the United States against the Township of Bernards and the Bernards Township Planning Board under the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), for the Township's treatment of the Islamic Society of Basking Ridge's application under its zoning and land use laws and for enacting a zoning provision that unreasonably limited the rights of persons to exercise their religious freedoms.

Under RLUIPA, no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, if that burden is not in furtherance of a compelling governmental interest and is not the least restrictive means of furthering that interest. RLUIPA also provides that no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a comparable nonreligious assembly or institution.

RLUIPA also provides that no government, including the Township of Bernards, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution. Finally, RLUIPA provides that no government, including the Township of Bernards, may place unreasonable limitations on religious assemblies, institutions and structures through its land use regulations.

If you believe that the Township of Bernards, its Planning Board, Zoning Board of Adjustment or any other land use or zoning body of the Township, or any other local government or municipality, has violated your rights under RLUIPA, please contact the United States Department of Justice at:

(202) 514-4713

You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. -G St.
Washington, DC 20530
Attn: DJ # 210-48-28

or

United States Attorney's Office
District of New Jersey
Civil Rights Unit, Civil Division
970 Broad Street, Suite 700
Newark, NJ 07102

If you would like a copy of the Agreement referenced above please visit the Township's website at [Insert] or the Department of Justice's website at www.justice.gov.

APPENDIX B

NOTICE

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000 (“RLUIPA”), THE TOWNSHIP OF BERNARDS, THE PLANNING BOARD, ZONING BOARD OF ADJUSTMENT AND ALL LAND USE AND ZONING BODIES OF THE TOWNSHIP DO NOT DISCRIMINATE AGAINST RELIGIOUS EXERCISE, OR VIOLATE THE OTHER PROTECTIONS OF RLUIPA.

On May 30, 2017, the United States entered into a Settlement Agreement with Bernards Township and the Bernards Township Planning Board to resolve a lawsuit brought by the United States against them in the United States District Court for the District of New Jersey, civil action no. 3:16-cv-08700 (MAS), under the federal Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), related to the Township’s treatment of the preliminary and final site plan application submitted by the Islamic Society of Basking Ridge, and its enactment of a provision in its land use regulations governing houses of worship (Ordinance #2242). Under the terms of the Agreement, the Township of Bernards, is required, among other things, to provide notice of this Agreement to you and any other person, religious assembly or institution, who or which applied for and was denied preliminary or final site plan approval, or a conditional use permit, variance, re-zoning or any other land use determination concerning the religious use of property, since January 1, 2010. A copy of the Agreement is available on the Township’s website at _____ and the Department of Justice’s website at _____.

Under RLUIPA, no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise

of a person, including a religious assembly or institution, if that burden is not in furtherance of a compelling governmental interest and is not the least restrictive means of furthering that interest. RLUIPA also provides that no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious assembly or institution (a day care center or movie theater, for example). RLUIPA also provides that no government, including the Township of Bernards, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution. Finally, RLUIPA provides that no government, including the Township of Bernards, may place unreasonable limitations on religious assemblies, institutions and structures through its land use regulations.

If you believe that the Township of Bernards, its Planning Board, the Zoning Board of Adjustment, or any other land use or zoning bodies of the Township, or any other local government or municipality, has discriminated against your exercise of religion in the implementation of its zoning or land use laws, please contact the United States Department of Justice at:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue NW—G Street
Washington, DC 20530
Attn: DJ# 210-48-28
(202) 514-4713

or

United States Attorney's Office
District of New Jersey
Civil Rights Unit, Civil Division
970 Broad Street, Suite 700
Newark, NJ 07102

APPENDIX C

COMPLAINT AGAINST THE TOWNSHIP OF BERNARDS

Name: _____

Address: _____

Telephone: _____

1. Please state briefly the nature of the service or request that you made of the Township of Bernards (e.g., preliminary and final site plan approval, conditional use permit, variance, re-zoning, special use permit, exemption, etc.). In addition, please include a description of the religious land use and the assembly or institution at issue in your request:

2. Please state briefly in what way(s) you believe that the Township of Bernards, or Planning Board or Zoning Board of Adjustment may have violated your rights in the exercise of your religion under the United States Constitution, federal law (including RLUIPA), the New Jersey State Constitution, New Jersey State law, or the Bernards Code of Ordinances:

3. If you believe that the Township of Bernards, the Planning Board, the Zoning Board of Adjustment, or any other land use or zoning body of the Township, or any other local government or municipality, has discriminated against you in the exercise of your religion through the implementation of its zoning or land use laws, in addition to completing this complaint, please contact the United States Department of Justice at: (202) 514-4713

You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. -G St.
Washington, DC 20530

or

United States Attorney's Office
District of New Jersey
Civil Rights Unit, Civil Division
970 Broad Street, Suite 700
Newark, NJ 07102

APPENDIX D

CERTIFICATION OF RECEIPT OF AGREEMENT

I, _____, certify that I have received a copy of the Settlement Agreement between the United States and Bernards Township and the Township of Bernards Planning Board entered by the parties to resolve the complaint filed by the United States in the United States District Court for the District of New Jersey in *United States v. Township of Bernards*, Civ. No. 3:16-cv-08700 (MAS). I further certify that I have read and understand the aforementioned Agreement, that all my questions concerning it were answered, and that I understand that my violation of this Agreement may result in a court action against the Township of Bernards.

(Signature)

(Print name)

(Date)