

**Township of Berkeley Heights
Union County, New Jersey
August 4, 2015**

XX

Adequate notice of this meeting has been provided by posting the same on the bulletin board of Town Hall and forwarding a copy to the Courier News, Star Ledger at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act. This meeting was contained on a list of meetings set by resolution dated January 1, 2015. This meeting will not substantially go past 10:30 p.m.

COUNCIL MEMBERS:

- Edward Delia
- Marc Faecher
- Kevin Hall
- Jeanne Kingsley
- Craig Pastore
- Thomas Pirone
- Robert Woodruff, Mayor

AGENDA FOR PUBLIC MEETING

- I. CALL TO ORDER - 7:00 PM**

- II. ROLL CALL**

- III. EXECUTIVE SESSION**

- OPEN SESSION**

- IV. FLAG SALUTE**

- V. CONFERENCE SESSION – Redevelopment Discussion:**
 - **Funding/Tax Impact**
 - **Payment In-Lieu of Taxes (P.I.L.O.T.)**

- VI. REGULAR AGENDA**

- VII. TOWNSHIP COUNCIL REPORTS**
 - A. Edward Delia**
 - B. Marc Faecher**
 - C. Craig Pastore**
 - D. Thomas Pirone**
 - E. Jeanne Kingsley**

F. Kevin Hall

VIII. ADMINISTRATION REPORTS

Mayor Woodruff

Township Administrator – John Bussicolo

IX. APPROVAL OF MINUTES – Public Meeting – June 23, 2015

Executive Session Minutes – January 8, 2013

Executive Session Minutes - January 22, 2013

Executive Session Minutes -February 5, 2013

Executive Session Minutes - February 13, 2013

X. HEARING ON AGENDA ITEMS ONLY – 3 minutes per resident

Comments are welcome during the public comment period during this meeting on any agenda item. However, if an ordinance is listed for its own public hearing on the agenda, please hold your comments for that particular public hearing. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The (Mayor/Council President) will keep time. Please promptly yield on the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

XI. PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE INTRODUCED ON JULY 21, 2015.

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 10.36 entitled “Parking Restrictions” of Title 10 entitled “Vehicles and Traffic” of *The Code of the Township of Berkeley Heights* to Establish and Amend the Parking Regulations on a Portion of Various Roadways.” (Explanation: This ordinance establishes and amends the parking regulations on portions of various roadways near the Governor Livingston High School.)

XII .NEW BUSINESS- RESOLUTIONS

OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

A. RESOLUTIONS

1. Resolution approving Bill List dated August 4, 2015 in the amount of \$193,667.72
2. Resolution authorizing a Professional Services Agreement with Arcari Iovino Architects, PC for the schematic design study services for the Township.
3. Resolution authorizing the “Greening Union County” grant application with the County of Union.

4. Resolution authorizing "Preserve Union County" grant application with the County of Union.
5. Resolution authorizing the Township to enter into collective negotiation agreement with the United Public Service Employees Union for the period beginning January 1, 2014 to December 31, 2018.

6. CONSENT AGENDA – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

- a. Resolution removing Mike Ambrose, 255 Speedwell Avenue, Morristown, from the active duty roster of the Berkeley Heights Volunteer Fire Co.

XIII. INTRODUCTION OF ORDINANCES:

Public Hearing and Final Adoption scheduled for August 18, 2015:

- (1) **"BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,664,250 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,580,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"**

XIV. CITIZENS HEARING - 3 minutes per resident

Comments are welcome during the public comment period during this meeting on any matter over which the Township has jurisdiction. To make your comment, the speaker must come forward to the microphone and state his/her name and address for the record. Each speaker is limited to 3 minutes. The Mayor and/or Council will keep time. Please promptly yield the floor when time is called and return to your seat. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

XV. EXECUTIVE SESSION – Potential Litigation – Lone Pine Intersection

XVI. ADJOURNMENT

**Ana Minkoff
Township Clerk**

TOWNSHIP COUNCIL CORRESPONDENCE
July 2015

1. Correspondence from The Brooke Healey Foundation, received on July 1, 2015, thanking Ms. Minkoff and the Township for their support of the Brooke Healy Foundation and in particular, the Bikers for Brook event.
2. Correspondence received July 10, 2015 from the Township of Scotch Plains, regarding a recent Ordinance adoption (for 1311 Terrill Road.)
3. Correspondence received July 10, 2015 from Our House, Inc., regarding a request for a meeting for fair share housing development opportunities.
4. Adopted Ordinance (July 16, 2015,) received from the Union County Board of Chosen Freeholders on July 20th, regarding payment of principal of and interest on certain County guaranteed revenue bonds (principal amount not exceeding \$2,200,000.)
5. Adopted Ordinance (July 16, 2015,) received from the Union County Board of Chosen Freeholders on July 20th, regarding a Bond Ordinance to authorize the making of various public improvements and the acquisition of new additional or replacement equipment and machinery and more (appropriated sum of \$44,904,146.)
6. Letter received on July 27, 2015 from the State of New Jersey, Department of Agriculture, regarding the gypsy moth.

Mayor's Correspondence
July 2015

1. **Williams** – information about Transco pipeline
2. **UC Dept of Human Services Division on Aging & Disability** – July 2015 Service Network issue
3. **Mohamed Jalloh, Chairman UC Board of Freeholders** – contracts for 2015 Infrastructure and Municipal Aid Grant Program
4. **Anna Mastropasqua, Rebekah Knuth, Katherine Pile** – letter from young residents suggesting some things we need in town
5. **The Transporter** – Summer 2015 issue
6. **Our House** – request for meeting regarding COAH opportunities
7. **Phyllis Monguso, Township of Union** – invitation to celebration of the 50th Anniversary of the Older Americans Act
8. **NJSLOM** – invitation to Innovation in Governance Awards
9. **PSEG Foundation** – Information about emergency preparedness and response program targeted at young families
10. **Stockton University** – announcing new program – doctorate in Organizational Leadership
11. **Rutgers Center for Government Services** – 54th annual Municipal Public Information Contest
12. **Pat Kenworthy** – letter from former resident
13. **JCPL** – letter asking if municipality wants notification in the event a residential account has been discontinued
14. **NJLM** – letter to assess interest in joining the Mayor's Committee on Life Sciences
15. **YWCA** – invitation to 2015 Empowering Women Cocktail Reception
16. **William Reyes Jr., UC Deputy County Manager** – executed 2015 Infrastructure and Municipal Aid Grant
17. **Pat Kenworthy** – additional letter from former resident
18. **James J. Kyle** – letter from resident expressing concerns about loudspeaker system used at recreation camp
19. **Victoria Drake, UC Open Space Trust Fund Administrator** – letter informing you that municipality can purchase trees for Fall planting cycle from a vendor specified by UC co-op using the County's bid price

XI.

EXPLANATORY STATEMENT: This Ordinance establishes and further amends the parking regulations on portions of various roadways near the Governor Livingston High School.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _____

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 10.36 entitled "Parking Restrictions" of Title 10 entitled "Vehicles and Traffic" of *The Code of the Township of Berkeley Heights* to Establish and Amend the Parking Regulations on a Portion of Various Roadways.

WHEREAS, pursuant to N.J.S.A. 39:4-197(1)(f), the Township of Berkeley Heights is authorized to enact ordinances which regulate the parking of vehicles on streets and portions thereof; and

WHEREAS, it has been brought to the Township's attention that there is an issue of students parking on various roadways near the Governor Livingston High School; and

WHEREAS, after investigating the vehicular parking and traffic issues on the roadways near the High School, with the assistance of the Township Police Department and Township Planner, including the issuance of a traffic study by Dynamic Traffic, LLC yielding a report dated June 23, 2014, the Township had enacted various ordinances in an attempt to resolve this issue; and

WHEREAS, based on the recommendations from the Township Police Department, the Township Planner, the Dynamic Traffic report, as well as consideration of the comments from the public, the Township enacted ordinances establishing and amending the parking regulations on portions of Burlington Road, Crest Drive, Gallinson Drive, Hunterdon Boulevard, Mercer Road, Murray Hills Boulevard, Somerset Place, Summit Road, Sussex Road, and Watchung Boulevard.

WHEREAS, despite the imposition of the additional parking restrictions, the vehicular parking and traffic issues on the roadways near the High School continued to persist and moved further down the roadways affecting additional neighborhoods; and

WHEREAS, after further discussion, the Mayor and Township Council find it to be in the best interests of the Township and its citizens to establish and amend additional parking regulations on portions of the roadways near the High School.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

Section 1. Paragraph A entitled “No Parking, Standing or Stopping” of Section 10.36.010 entitled “Parking Restrictions” of Chapter 10.36 entitled “Parking Restrictions” of Title 10 entitled “Vehicles and Traffic” of *The Code of the Township of Berkeley Heights* is hereby supplemented and amended to read as follows: [New language **bold and underlined**; deleted language ~~double strikethrough~~]

10.36.010 – Parking restrictions.

- A. No Parking, Standing or Stopping.
 - 1. Berkeley Avenue.
 - a. North Side from Plainfield Avenue to Harwood Avenue;
 - b. Both sides, from its intersection with Park Avenue for a distance of two hundred (200) feet south.
 - c. Both sides, from its intersection with Park Avenue north to its terminus at the Berkeley Heights Public Works Department parking lot, during the time period from eight a.m. to ten a.m., weekdays only.
 - d. Both sides from its intersection with Sherman Avenue north to its intersection with Springfield Avenue.
 - 2. Bolton Boulevard.
 - a. Both sides, from Park Avenue to Plainfield Avenue.

3. Briarwood Drive West.
 - a. Both sides, between Fay Place and a point five hundred (500) feet north of the same, on school days between seven a.m. and six p.m. prevailing time.
4. Burlington Road.
 - a. North side, from the intersection with Murray Hill Boulevard to a point 200 feet south;
 - b. South side from the intersection with Murray Hill Boulevard to a point 200 feet south, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.**
5. Columbia Avenue.
 - a. North side from the intersection of LaGrande Avenue westerly to the terminus of Columbia Avenue between the hours of four p.m. and eight p.m. weekdays and between the hours of one p.m. and eight p.m. Saturday and Sunday;
 - b. Southerly side from the westerly terminus of Columbia Avenue in an easterly direction along the property of the Board of Education (Block 1204 Lot 17) to the end of such property (approximately three hundred twenty-five (325) feet) no parking at any time.
 - c. Southerly side from the intersection with LaGrande Avenue westerly along the residential lots (approximately three hundred forty-five (345) feet) to the beginning of the property owned by the Board of Education (Block 1204 Lot 17) between the hours of four p.m. and eight p.m. weekdays and between the hours of one p.m. and eight p.m. Saturday and Sunday.
6. Cottage Street.
 - a. South side from the intersection with Plainfield Avenue to the commencement of the cul-de-sac, no parking at any time.
7. Crest Circle.
 - a. West side from Crest Drive through and including the cul-de-sac to the point of tangency with, but not including the east side of Crest Circle;
 - b. East side from Crest Drive to the point of tangency with the cul-de-sac, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.**
8. Crest Drive.

- a. North side, from Sussex Road to Gallinson Drive;
- b.** **North side, from Gallinson Drive to Countryside Drive, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days;**
- c.** **North side, from Countryside Drive to 50 feet west of the north side of the cul-de-sac, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days**
- bd.** South side, from Crest Circle East through and including the cul-de-sac at the easterly end of Crest Drive, and extending on the north side after the cul-de-sac for a distance of 50 feet west;
- ee.** South side, from Sussex Road to Crest Circle West, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.

9. **Countryside Drive.**

- a.** **West side, from Crest Drive to Upper Drive;**
- b.** **East side, from Crest Drive to Upper Drive, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.**

109. Diamond Hill Road.

- a. Both sides, from the Somerset County line to a point five hundred (500) feet north of the north side of Valley Road;
- b. West side, for a distance of one hundred (100) feet from both sides of Twin Falls Road;
- c. East side, for a distance of one hundred (100) feet from both sides of South View Drive;
- d. East side, for a distance of one hundred (100) feet from both sides of McMane Avenue;
- e. West side, from a point fifty (50) feet north of the extension of the centerline of McMane Avenue to the south property line of the Diamond Hill Community Church premises;
- f. West side, from the southerly side line of Mountain Avenue for a distance of one hundred fifty (150) feet south.

1140. Fairfax Drive.

- a. North side beginning at a point representing the extension of the southerly sideline of Windsor Way intersecting with the northerly sideline of Fairfax Drive and running in a westerly direction along Fairfax Drive a distance of one hundred fifty (150) feet between the hours of seven a.m. and six p.m. school days only;
- b. South side, beginning at the intersection of Windsor Way and Fairfax Drive and running in a westerly direction two hundred fifty (250) feet between the hours of seven a.m. and six p.m. school days only.

1244. Fay Place.

- a. North side, for its entire length, from eight a.m. to four p.m., on school days.

1342. Gallinson Drive.

- a. West side, from Crest Drive to Summit Road, **from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.**

1413. Grandview Avenue.

- a. Both sides from Park Avenue to Plainfield Avenue.

1514. Harwood Avenue.

- a. West side from Berkeley Avenue to La Grande Avenue.

1615. Hunterdon Boulevard.

- a. South side, from Glenside Road to Murray Hill Boulevard;
- b. North side from Murray Hill Boulevard to a point 100 feet West;
- c. North side from Glenside Road to a point 100 feet west of Murray Hill Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days.**

1716. Industrial Road.

- a. Both sides, entire length, no parking at any time.

1817. LaGrand Avenue.

- a. Both sides, from the intersection of Grandview Avenue southerly to the terminus of LaGrand Avenue at Harwood Avenue, between the hours of four p.m. and eight p.m. weekdays, and between one p.m. and eight p.m. on Saturdays and Sundays.

1918. Locust Avenue.

- a. Both sides, from Dreier Avenue to Timber Drive, and on the southerly side of Locust Avenue, from Dreier Avenue to a point three hundred twenty-five (325) feet west of Dreier Avenue.

2019. Lone Pine Drive.

- a. Both sides, for its entire length.

2120. Maple Avenue.

- a. West side, from the southerly curbline of Springfield Avenue to a point four hundred thirty-eight (438) feet southerly therefrom.

2221. Mercer Road.

- a. Northeast side, between Hunterdon Boulevard and Watchung Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days; and
- b. Southwest side.

2322. Mountain Avenue.

- a. Either side, from the Borough of New Providence to the Somerset County line, at any time.

2423. Murray Hill Boulevard.

- a. West side, from Mountain Avenue to Watchung Boulevard, any time; and
- b. East side, from Summit Road to the intersection of the southern right-of-way of Hunterdon Boulevard;
- c. Northerly/Easterly side between twenty five feet north of Watchung Boulevard and the intersection with the southern right of way of Hunterdon Boulevard, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

2524. Park Avenue.

- a. North side, for a distance of one thousand five hundred forty (1,540) feet west from the center line of Plainfield Avenue, except that area in front of the municipal building, between the police department entrance of the parking lot and the easterly side of the municipal driveway opposite Bolton Boulevard;
- b. Both sides, for a distance of one hundred (100) feet from the north side of Mountain Avenue;
- c. South side, from a point twenty-five (25) feet east of the east side of Bolton Boulevard to a point seventy-five (75) feet west of the west side of the exit from the municipal driveway opposite Bolton Boulevard;
- d. North side, for a distance of sixty-six (66) feet east of a point ten (10) feet east of the east side of the entrance walkway to the township municipal building, except for periods of fifteen (15) minutes or less;
- e. South side, from the center line of Bolton Boulevard to the center line of Berkeley Avenue.

2625. Park Property.

- a. Township-owned property abutting Plainfield Avenue, Park Avenue and Bolton Boulevard.

2726. Passaic Avenue.

- a. East side from the intersection with Springfield Avenue south ninety-eight (98) feet to the intersection of the private driveway, no parking at any time.

2827. Plainfield Avenue.

- a. East side, from the southerly side line of Springfield Avenue to a point ninety (90) feet south thereof;
- b. East side between Bolton Boulevard and Hamilton Avenue. No standing or stopping between eight a.m. and nine a.m. and between two-thirty p.m. and three-thirty p.m., prevailing time, on school days between Roosevelt Avenue and Washington Avenue;
- c. West side, from a point fifty (50) feet north of the northerly property line of the Columbia School grounds south to Hamilton Avenue;
- d. Both sides, for a distance of three hundred (300) feet from both sides of Mountain Avenue;
- e. West side, from the southerly side line of Springfield Avenue to the northerly side line of Sherman Avenue;
- f. Both sides, for a distance of one hundred (100) feet from both sides of Emerson Lane intersection;
- g. Both sides, from April 15th to October 1st, annually, between four p.m. and eight p.m., prevailing time, Monday through Friday, and from one p.m. to eight p.m., prevailing time, Saturday and Sunday, from the tracks of the Delaware, Lackawanna and Western Railroad to a point two hundred (200) feet south of Cottage Street;
- h. Both sides, between the hours of eight a.m. and nine p.m., prevailing time, daily except Sunday, from the southerly side line of Sherman Avenue to a point fifty (50) feet north or the nearest rail of the tracks of the Delaware, Lackawanna and Western Railroad tracks, except parallel parking for periods of not more than one hour;
- i. East side, beginning at a point ninety (90) feet from the southerly side line of Springfield Avenue to the northerly side line of Sherman Avenue, between the hours of seven a.m. and nine p.m., prevailing time, except for periods of not more than fifteen (15) minutes;
- j. Both sides, for longer than one hour, between its intersection with Springfield Avenue and its intersection with Washington Street, from eight a.m. to ten a.m., Monday through Friday.

- k. West side, between a point two hundred seventy (270) feet north of the north side line of Berkeley Avenue and a point one hundred ten (110) feet south of the south side line of Berkeley Avenue, except during funeral and wedding processions for those vehicles attending;
- l. East side, between a point one hundred forty (140) feet south of the promulgation of the southerly side line of Berkeley Avenue and a point one hundred fifty (150) feet north of the promulgation of the northerly side line of Berkeley Avenue, except during funeral and wedding processions for those vehicles attending.

2928. River Road.

- a. Both sides from the intersection with Springfield Avenue north one hundred twenty-five (125) feet, no parking at any time.

3029. Rogers Place.

- a. Both sides, for its entire length.

3130. Roosevelt Avenue.

- a. South side, within one hundred (100) feet of the intersection of Plainfield Avenue;
- b. South side, from the intersection of Hamilton Avenue to a point six hundred (600) feet west of the same;
- c. North side, for its entire length.

3231. Scott Avenue.

- a. Both sides, from April 15th to October 1st, annually, between four p.m. and eight p.m., prevailing time, Monday through Friday, and from one p.m. to eight p.m., prevailing time, Saturday and Sunday.

3332. Sherman Avenue.

- a. North side, from Plainfield Avenue to Station Street except for two designated parallel parking spaces beginning thirty (30) feet west of the westerly sideline of Plainfield Avenue and two designated parallel parking spaces beginning one hundred twenty-eight (128) feet east of the easterly sideline of Station Street which spaces shall be restricted to one hour parking;
- b. South side in any area not designated as a space within the municipal parking lot;
- c. North side, from the westerly sideline of Station Street to the easterly sideline of Berkeley Avenue except for parallel parking spaces as designated in the areas beginning a distance of forty (40) feet west of the westerly sideline of Station Street extending to a

point one hundred sixty (160) feet west of the westerly sideline of Station Street and from a point two hundred sixty (260) feet west of the westerly sideline of Station Street to a point three hundred fifty (350) feet west of the westerly sideline of Station Street all of which spaces shall be restricted to two hour parking, daily except Sunday.

- d. North side from Plainfield Avenue easterly to terminus no parking any time.

3433. Snyder Avenue.

- a. Both sides, for a distance of three hundred (300) feet from both sides of Springfield Avenue, and three hundred (300) feet north of Mountain Avenue;
- b. Both sides, including no standing or stopping on school days from eight a.m. to three p.m., prevailing time, for a distance of two hundred (200) feet from both sides of the entrance driveway to Hughes School;
- c. Both sides between Ferndale Drive and the New Jersey Transit Railroad;
- d. Westerly side, southerly from the intersection of Snyder Avenue and the New Jersey Transit Corporation Railroad (Lot 9 in Block 703) to the northerly side of Hamilton Avenue;
- e. Southbound, from the south-west corner of the intersection of Springfield Avenue to Industrial Avenue;
- f. Northbound, from north-east corner of Locust Avenue to north-east corner of Ferndale Drive.

3534. Somerset Place.

- a. East side no parking;
- b. West side no parking from eight a.m. to nine a.m. and two thirty p.m to four p.m. school days.

3635. Springfield Avenue.

- a. North side, for a distance of seventy-five (75) feet from both side of Delmore Avenue;
- b. Both sides, for a distance of one hundred (100) feet from both sides of Snyder Avenue;
- c. Both sides, from the east end of the bridge over the Passaic River to the Morris County line;
- d. North side, for a distance of one hundred eight (108) feet east from the easterly side of Plainfield Avenue.
- e. North side, for a distance of one hundred fifty (150) feet west from the westerly side line of Plainfield Avenue;
- f. South side, from the easterly curbline of Plainfield Avenue to a point one hundred fifty-five (155) feet east therefrom;

- g. South side, for a distance of one hundred fifty (150) feet west from the westerly side line of Plainfield Avenue;
- h. North side, from the easterly side line of Station Street to a point one hundred fifty (150) feet west of the westerly side line of Plainfield Avenue and from a point one hundred eight (108) feet east of the easterly side line of Plainfield Avenue to the westerly side line of Summit Avenue, between the hours of eight a.m. and nine p.m. Fridays, and between the hours of eight a.m. and six p.m. other days, prevailing time, except for periods of not more than one hour;
- i. South side, from a point one hundred fifty (150) feet west of the westerly side line of Plainfield Avenue to a point two hundred (200) feet west of the westerly side line of Plainfield Avenue and from a point one hundred fifty (150) feet east of the easterly side line of Plainfield Avenue to the westerly side line of Summit Avenue, between the hours of eight a.m. and nine p.m. Fridays, and between the hours of eight a.m. and six p.m. other days prevailing time, except for periods of not more than one hour and from a point two hundred (200) feet west of the westerly side line of Plainfield Avenue to the easterly side line of Station Avenue during the same times except for periods of not more than two hours.
- j. North side, two hundred fifty (250) feet east of Passaic Avenue to a point three hundred seventy-five (375) feet east of Passaic Avenue;
- k. North side, from a point four hundred sixty (460) feet east of the easterly side line of Kuntz Avenue to a point two hundred sixty (260) feet east of the easterly curblines of Summit Avenue;
- l. South side, from a point two hundred eighty (280) feet east of the easterly curblines of Summit Avenue to a point four hundred sixty (460) feet east of the easterly side line of Kuntz Avenue extended;
- m. South side, from a point one hundred thirty (130) feet west of the westerly curblines of Summit Avenue to a point eighty (80) feet westerly therefrom.

3736. Station Street.

- a. West side from Springfield Avenue to Sherman Avenue;
- b. East side from Springfield Avenue to Sherman Avenue except for multi-passenger vehicles operated by governmental authorities, nonprofit organizations or under contract to same (e.g. SAGE, Red Cross, Union County Paratransit), or vehicles with handicapped plates, in the designated loading zone, for periods not to exceed ten (10) minutes for the purpose of picking up or discharging passengers only;
- c. Both sides from its intersection with Springfield Avenue north to its terminus at Grant Street.

~~3837~~. Summit Avenue.

- a. Both sides, from Sherman Avenue to the Passaic River.

~~3938~~. Summit Road.

- a. South side, between Murray Hill Boulevard and Gallinson Drive.
- b. North side, between Murray Hill Boulevard and Gallinson Drive, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m., school days**

~~4039~~. Sussex Road.

- a. South side, from the northerly terminus of the roadway to the terminus of the cul-de-sac on the easterly side of the roadway; and
- b. Northeast side beginning at the terminus of the cul-de-sac to the terminus of the roadway, from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

~~4140~~. Valley Road.

- a. Both sides, from the Somerset County line easterly to a point five hundred (500) feet east of the east side of Diamond Hill Road.

~~4241~~. Watchung Boulevard.

- a. North side, the entire length of the roadway, including the cul-de-sac;
- b. South side, from Somerset Place to Murray Hill Boulevard.
- c. From the Western most entrance of the Governor Livingston High School parking lot to the terminus of the cul-de-sac from eight a.m. to nine a.m. and two-thirty p.m. to four p.m. school days.

~~4342~~. Windsor Way.

- a. Northerly side, for a distance of one hundred (100) feet in an easterly direction from its intersection with Park Avenue.

~~4443~~. Old Farm Road.

- a. Both sides, from its intersection with Mercier Place to its terminus at Emerson Lane.

Section 2. In accordance with N.J.S.A. 39:4-198, the Township Public Works Department is authorized to erect the appropriate signage along the applicable portions of the

public roadways in conformance with the current Manual on Uniform Traffic Control Devices and New Jersey law.

Section 3. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any Court of competent jurisdiction, such judgment shall be limited in its effect only to that the portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 4. All other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 6. This Ordinance shall not take effect until after final passage, approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7, and publication in accordance with all applicable laws and statutes.

INTRODUCED the _____ day of _____, 2015.

ADOPTED the _____ day of _____, 2015.

Robert Woodruff, Mayor

ATTEST:

Ana Minkoff, Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2015

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 10.36 entitled “Parking Restrictions” of Title 10 entitled “Vehicles and Traffic” of *The Code of the Township of Berkeley Heights* to Establish and Amend the Parking Regulations on a Portion of Various Roadways”.

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **July 21, 2015** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **August 4, 2015** at **7:00** p.m. or as soon thereafter, as practical, same can be considered, at the Municipal Building, 29 Park Avenue, Berkeley Heights, NJ, at which time and place all persons interested therein or affected thereby will be given an opportunity to be heard concerning the same. During the week prior to and up to the time of Public Hearing, copies of said Ordinance will be available in the Municipal Clerk’s office in said Municipal Building, to the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
DELIA	✓			
FAECHER				✓
HALL	✓			
KINGSLEY	✓			
PASTORE				✓
PIRONE	✓			
TIE:				
MAYOR WOODRUFF				

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

NOTICE OF FINAL ADOPTION

**PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE
INTRODUCED ON JULY 21, 2015:**

“An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending, Revising and Supplementing Chapter 10.36 entitled “Parking Restrictions” of Title 10 entitled “Vehicles and Traffic” of *The Code of the Township of Berkeley Heights* to Establish and Amend the Parking Regulations on a Portion of Various Roadways”.

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above entitled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on August 4, 2015.

**Ana Minkoff,
Township Clerk
Township of Berkeley**

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 8/04/15, in the amount of \$193,667.72, such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

APPROVED this 4th day of August, 2015.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

Agenda Item No.: 2

RESOLUTION

WHEREAS, there exists a need for schematic design study services for the Township of Berkeley Heights; and

WHEREAS, the Local Public Contracts Law N.J.S.A. 40A:11-1 *et seq.*, more specifically N.J.S.A. 40A:11-5 allows for the awarding of a contract for "professional services" without public advertising for bids; and

WHEREAS, the Township solicited proposals for the provision of general professional planning services for the Township; and

WHEREAS, on or about July 21, 2015, Arcari Iovino Architects, PC submitted a proposal for the provision of schematic design study services to the Township (the "Proposal") at the rate of \$6,500 for conceptual block plans and the rate of \$8,000 for renderings and elevations, which were the most beneficial proposal to for the Township; and

WHEREAS, prior to the execution of a contract, Anthony Iovino, on behalf of Arcari Iovino Architects, PC will have completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to a political or candidate committee in the Mayor or Township Council of the Township of Berkeley Heights in the previous year, and that the contract will prohibit him from making any reportable contributions through the term of the contract, pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, this was awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4, *et seq.*; and

WHEREAS, the Township Council finds it to be in the best interest of the Township to enter into a Professional Services Agreement with Arcari Iovino Architects, PC for the schematic design study services for the Township.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, as follows:

1. The Mayor and Acting Township Clerk are hereby authorized and directed to execute the attached Professional Services Agreement with Arcari Iovino Architects, PC for schematic design study services for the Township for a fee not to exceed \$6,500 for conceptual block plans and \$8,000 for renderings and elevations.
2. This Contract is awarded without competitive bidding as a "professional service" under the provisions of the Local Public Contracts Law, more specifically N.J.S.A. 40A:11-5.
3. A certificate showing the availability of funds for the Contract authorized hereby has

been provided and is made a part hereof indicating that the appropriation for the within expenditure is charged to the applicable capital ordinances.

4. The Business Disclosure Entity Certification shall be placed on file with this Resolution.
5. A notice of this action shall be printed in the official newspapers required by law within ten (10) days of its passage.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 4th day of August, 2015.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Governing Body of the Township of Berkeley Heights received notice from the Union County Board of Chosen Freeholders of its eligibility to receive a "Greening Union County" grant; and

WHEREAS, through "Greening Union County" every tree purchased by the Township of Berkeley Heights will be matched by Union County, tree for tree and dollar for dollar; and

WHEREAS, through "Greening Union County" a forestry professional will provide the installation and one-year maintenance guarantee for every tree purchased; and

WHEREAS, the Township of Berkeley Heights wishes to apply to the Union County Trust Fund through the "Greening Union County" grant program for the purchase and installation of ten (10) trees to be planted throughout the Township of Berkeley Heights; and

WHEREAS, the Township of Berkeley Heights will match the "Greening Union County" grant program dollars in the amount of \$1,000.00; and

WHEREAS, the Township of Berkeley Heights will use the Trust Fund dollars in accordance with such rules and regulations governing the grant program.

NOW, THEREFORE, BE IT RESOLVED by the Township Council, of the Township of Berkeley Heights, County of Union that the Township Council does hereby make application for the grant; provide additional application information and furnish such documents as may be required; and act as the authorized correspondent of the above named applicant.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and hereby are authorized to execute a Grant Agreement with the County of Union on behalf of the Township and upon execution of said agreement, the Township of Berkeley Heights does accept the Terms and Conditions specified in the Agreement in connection with this grant.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Treasurer, Zoning Official, and Environmental Commission.

APPROVED this 4th day of August.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS – the Governing Body of the Township of Berkeley Heights received notice from the Union County Board of Chosen Freeholders of its eligibility to receive a “Preserve Union County” grant; and

WHEREAS – through “Preserve Union County” every dollar spent by the Township of Berkeley Heights on eligible historic preservation projects will be matched by Union County dollar for dollar.

WHEREAS – through “Preserve Union County” the Township of Berkeley Heights intends on having a study done to identify and prioritize needed repairs on the houses at the Littell-Lord Farmstead and make recommendations as to what courses of action should be taken to rehabilitate the structures considering their historic nature. In addition to the proposed study, the Township intends on making repairs to portions of the roof and floor to keep the site safe until further rehabilitation can be accomplished.

WHEREAS – the Township of Berkeley Heights will match the “Preserve Union County” grant program dollars in the amount of \$27,000.00.

WHEREAS – the Township of Berkeley Heights will use Trust Fund dollars in accordance with such rules and regulations governing the grant program.

NOW, THEREFORE LET IT BE RESOLVED by the Township Council, of the Township of Berkeley Heights, County of Union that the Township Council does hereby make application for the grant; provide additional application information and furnish such documents as may be required; and act as the authorized correspondent of the above named applicant.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk be and hereby are authorized to execute a Grant Agreement with the County of Union on behalf of the Township and upon execution of said agreement, the Township of Berkeley Heights does accept the Terms and Conditions specified in the Agreement in connection with this grant.

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Treasurer, Township Engineer, and Township Administrator.

APPROVED this 4th day of August.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the members of the Berkeley Heights Water Pollution Control Plan who are represented by the United Public Service Employees Union (“UPSEU”); and

WHEREAS, the Mayor and representatives of the Township and the UPSEU have negotiated new collective negotiation agreement for the period January 1, 2014 to December 31, 2018, the terms of which are set forth in the Collective Bargaining Agreement (“Agreement”), in the form attached hereto and made a part hereof; and

WHEREAS, representatives of the UPSEU have executed the Agreement, and the Township’s negotiating representatives recommended that the Township Council ratify the Agreement; and

WHEREAS, Township Council finds it to be in the best interests of the Township to enter into the Agreement with the UPSEU.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes and approves the attached Collective Bargaining Agreement, specifying the terms of collective negotiation agreements with the UPSEU for members of the Water Pollution Control Plant for the period January 1, 2014, to December 31, 2018.

BE IT FURTHER RESOLVED that the appropriate municipal officials are authorized and directed to take all other actions necessary to fulfill the purpose of this Resolution and execute the Collective Bargaining Agreement.

BE IT FURTHER RESOLVED that a copy of this Resolution shall be provided to the UPSEU; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

Approved this 4th day of August, 2015.

ATTEST:

**Ana Minkoff
Township Clerk**

AGREEMENT

BETWEEN

THE TOWNSHIP OF BERKELEY HEIGHTS

AND

UNITED PUBLIC SERVICE EMPLOYEES UNION

WASTE WATER TREATMENT PLANT

JANUARY 1, 2014 THROUGH DECEMBER 31, 2018

TABLE OF CONTENTS

Agreement.....	4
Article I..... Preamble.....	4
Article II..... Embodiment of Agreement.....	5
Article III..... Recognition and Scope.....	6
Article IV..... Non-Discrimination, Non-Coercion.....	6
Article V..... Deduction of Employee Organization Dues.....	7
Article VI..... Management Rights.....	8
Article VII..... Notification to the Union.....	8
Article VIII..... Supervisory Employees.....	8
Article IX..... Posting and Promotion.....	9
Article X..... Probationary Period.....	11
Article XI..... Layoff and Recall.....	11
Article XII..... Hours of Work.....	12
Article XIII..... Rates of Pay.....	15
Article XIV..... Pay Day.....	15
Article XV..... Working at Different Rates.....	15
Article XVI..... Holidays.....	16
Article XVII..... Bereavement Leave.....	17
Article XVIII..... Personal Days.....	17
Article XIX..... Absence With Pay - Sick Leave.....	18
Article XX..... Absence Without Pay.....	20
Article XXI..... Vacations.....	20
Article XXII..... Insurance Benefits.....	22
Article XXIII..... Longevity.....	24
Article XXIV..... Jury Duty.....	24
Article XXV..... Terminal Leave.....	25
Article XXVI..... Military Leave.....	25
Article XXVII..... Job-Connected Disability.....	25
Article XXVIII..... Discharge or Suspension.....	26
Article XXIX..... Grievance Procedure.....	27
Article XXX..... No Strike Pledge.....	29
Article XXXI..... Uniforms.....	30
Article XXXII..... Emergency Procedures.....	30
Article XXXIII..... Locker Facilities.....	31
Article XXXIV..... Safety.....	31
Article XXXV..... Job Stewards.....	32
Article XXXVI..... Inspection Privileges.....	33
Article XXXVII..... Union Bulletin Board.....	33
Article XXXVIII..... Political Activity.....	33
Article XXXIX..... Other Employment.....	33
Article XL..... Education and Training.....	34
Article XLI..... Separability and Savings.....	34
Article XLII..... Term and Renewal.....	35
Article XLIII..... Salaries.....	35

Article XLIV.....	Inconsistent Ordinances.....	36
Article XLV.....	License Stipends.....	36
Schedule A.....	Individual Rates of Pay; Credited Years of Service.....	38
Schedule B.....	Accrued Sick Time.....	39
Schedule C.....	On-Call Notification Policy.....	40
Schedule D.....	Uniform Requirements.....	42

TOWNSHIP OF BERKELEY HEIGHTS – WASTE WATER TREATMENT PLANT

This Agreement made this 27th day of July, 2015 between the Township of Berkeley Heights (hereinafter the “Township”) and UNITED PUBLIC SERVICE EMPLOYEES UNION (hereinafter the “Union”), represents the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of collective negotiations in connection with the bargaining unit known as the Waste Water Treatment Plant Workers Unit.

ARTICLE I - PREAMBLE

A. This Agreement, effective as of the first day of January, 2014, by and between the Township of Berkeley Heights, a municipal corporation of the State of New Jersey, hereinafter referred to as the “Township” or the “Employer”, and UNITED PUBLIC SERVICE EMPLOYEES UNION, hereinafter referred to as the “Union”, is designed to maintain and promote a harmonious relationship between the Township and those of its employees who are within the provisions of this Agreement, through collective negotiations in order that a more efficient and progressive public service may be rendered.

B. When used in this Agreement, the terms “Employee” or “Employees” refer to all persons represented by the Union in regard to this Agreement, unless otherwise indicated.

C. When used in this agreement, the masculine gender also refers to the feminine gender.

D. When used in this Agreement, the terms “work day”, “tour of duty” or “shift” are interchangeable

E. Nothing contained in this Agreement shall alter the authority conferred by law, ordinance, resolution, administrative code or statute upon any Township Official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise of the responsibilities conferred upon them by law. Nothing contained herein shall be construed to deny or restrict to any employee such

rights as he or she may have under any other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

F. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

G. The provisions of this Agreement shall be subject and subordinate to, and shall not annul or modify, existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE II - EMBODIMENT OF AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, or whether within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as provided in subparagraph (B).

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and executed by both parties.

C. Whenever an act is required under this Agreement to be done or performed within a specific period of time, Saturdays, Sundays and holidays shall be excluded in the computation of such period unless otherwise noted.

D. Nothing in the procedures set forth in this Article shall be deemed to abrogate, modify, or otherwise change any part of this Agreement without the mutual consent of the parties hereto in writing.

E. This Agreement is subject to the provisions of any state law and regulation which shall prevail, however, only if they are inconsistent with this Agreement and compliance with same is mandatory rather than permissive or discretionary.

ARTICLE III – RECOGNITION AND SCOPE

The Township voluntarily recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to terms and conditions of employment of all blue-collar workers at the Waste Water Treatment Plant employed by the Township. Excluded are all employees represented in other negotiations units, Waste Water Treatment Plant Superintendent, Municipal Clerk, Director of Public Works, Assistant Director of Public Works, Social Services Director, Recreation Director, Confidential Secretary, Assistant Finance Officer, Assistant Tax Collector, Township Engineer, Assistant Township Engineer, Secretary to the Chief of Police, supervisors, managerial executives, confidential employees, craft employees, professionals, fire and police.

The reference is derived from the Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of a February required budget submission date for municipalities such as the Township. In the event of any change in the PERC statute or regulations, this Article shall be deemed to have been amended to conform to such change.

ARTICLE IV - NON-DISCRIMINATION, NON-COERCION

A. The Township and the Union agree that the provisions of this Agreement shall be applied equally to all employees and there shall be no discrimination against any employee or Township Official on account, or by reason, of age, race, religion, national origin, sex family status, marital status, sexual orientation any other class protected by law.

B. Neither the Township nor the Union shall interfere with, restrain or coerce any employees in the exercise of their right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.

C. The Union shall be responsible for representing the interest of all unit employees without discrimination and without regard to employee organization membership.

ARTICLE V – DEDUCTION OF EMPLOYEE ORGANIZATION DUES

A. Pursuant to N.J.S.A. 52:14-15.9e, whenever any unit employee shall indicate in writing to the proper disbursing officer of the Township his or her desire to have any deductions made from his or her compensation for the purpose of paying the employee's dues to the Union, such disbursing officer shall make such deduction from the compensation of such employee and such disbursing officer shall transmit the sum so deducted to the Union. Any such written authorization shall be filed with both the Treasurer's Officer and the Executive Assistant - Administration and may be withdrawn by the employee at any time by the filing of notice of such withdrawal in the same offices and with the Union at least thirty (30) days prior to its effective date. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed with the Township and served to the Union.

B. If during the life of this Agreement there should be any change in the rate of dues, the Union shall furnish to the Township, thirty (30) days prior to the effective date of such change, written notice thereof, and the Township shall make the requested deductions.

C. The Union will provide the necessary deduction forms and will secure the signatures of its members on the forms and deliver the signed forms to the Township. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the deduction authorization form submitted by the Union.

D. Any employee whose position of employment is governed by this Agreement but who is not a member of the Union shall be responsible for a payment to the Union equal to 85% of a member's dues payment.

ARTICLE VI - MANAGEMENT RIGHTS

The Township shall retain all rights of management resulting from ownership or pertaining to its operation, except as such rights are limited or modified by the provisions of this Agreement. These rights shall include, but not be limited to, the right to create additional positions, merge positions, and determine the initial pay level to be offered to any new employee whether or not the positions for which the employee is being hired was previously filled by a member of the unit.

The Township shall retain the right to establish the initial salary for any newly appointed foremen provided such salary is not less than the salary then being received by the individual being promoted.

ARTICLE VII – NOTIFICATION TO THE UNION

A. The Township will notify the Union in writing of all promotions, demotions, transfers, suspensions and discharges.

B. Upon written request, the Township will provide the Union with an updated list of covered employees showing name, address, classification and rate of pay.

C. The Township will notify the Union of additions and deletions to the payroll of covered employees as they occur.

ARTICLE VIII - SUPERVISORY EMPLOYEES

A. Supervisory employees excluded from the Agreement shall be permitted to perform bargaining unit work in the following instances:

1. To instruct or train employee(s).
2. Demonstrate equipment, methods or procedures.
3. Emergencies as defined by the Township Administration or the Director of the Office of Emergency Management.
4. Circumstances where qualified or regular employee(s) do not make themselves available for work or cannot perform the work.
5. To do experimental work on a new job.
6. In all other cases where a bargaining unit employee is not displaced by such assignment of such Supervisory Employee. Such work performance is not intended to deny overtime work to the employees covered by this Agreement.

ARTICLE IX - POSTING AND PROMOTIONS

All new and vacant positions covered by the collective bargaining Agreement will be posted on the Union bulletin board for a period of ten (10) working days. An employee applying for such vacancy shall make the request in writing, signed as appropriate, and on a form provided by the Township, if provided, to the Township Administrator or his or her designee, within the posting period. Such requests shall be subject to each of the following conditions:

1. Preference to fill job vacancies will be given to qualified bargaining unit employees before hiring a new employee.
2. The Township, at its sole discretion, shall decide whether a bargaining unit employee is qualified for the vacancy.
3. The most qualified senior employee who bids for a vacant position will receive a trial period. The trial period will be for a period of not less than ten (10) working days. For

the purposes of this Article a working day will consist of a minimum of eight (8) hours of work.

4. The maximum trial period for a successful bidder will be ninety (90) working days.
5. At the conclusion of the trial period, the employee will either be returned to his or her former position or will receive appointment to the higher position.
6. However, the Township reserves the right to terminate the trial period between the tenth (10th) and ninetieth (90th) working day and return the employee to his or her former position in the event the Township, in its sole discretion, believes that the employee is not qualified to do the job, provided such discretion is not exercised arbitrarily.
7. The Union and the employee will be kept advised of the progress made in learning the new assignment. The Employer will give the employee assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the probationary period, the employee shall be returned to his or her former position and shall assume seniority and pay as though the employee had not left his or her old position. The Employer shall forward to the attention of the employee periodic evaluations during the probation period.
8. In the event that the vacant position requires any certification issued by the state of New Jersey, the Township may deny the application unless the employee possesses the necessary certification(s) or can secure same within any grace period established by statute.
9. This provision does not require the Township to create any new positions and does not limit, in any way, the right of the Township to eliminate job positions at its sole discretion or refuse to allow an employee to hold more than one position covered by this agreement at the same time except as provided herein.

ARTICLE X - PROBATIONARY PERIOD

A. The term "probationary employee" shall mean any Township employee having completed less than six (6) months full-time employment for the Township and who shall not have been given permanent status as provided by Township ordinance and any employee whose probationary period has been extended in accordance with this Agreement.

B. All new Township employees shall be hired for a probationary period of ninety (90) days to assure full qualification for the work. The probationary period may be extended for a period of up to ninety (90) additional days at the sole discretion of the Township upon notification to the Union by the Township Administrator or his or her designee, if needed.

C. During the probationary period, employment may be terminated at any time without assigned reason. Such termination shall be excluded from the definition of "grievance" set forth in the Grievance Procedure of this Agreement.

D. All new employees shall be required to possess a valid Class B Commercial Driver's License (CDL B) or validated permit to be hired. In the event a qualified individual does not possess a valid CDL B the Township may grant a six (6) month period in which to obtain said license, which may be extended as necessary based upon NJ MVC scheduling. Employment status shall be reconsidered if, upon three (3) attempts, the employee fails to obtain said license.

ARTICLE XI – LAYOFF AND RECALL

A. Whenever there is a lack of work requiring a reduction in the number of Union employees in the Waste Water Treatment Plant of the Township, the required reductions shall be made in such job classifications as the Township may designate in consultation with the Waste Water Treatment Plant Superintendent. Employees shall be laid off in the reverse order of their length of service. Within each affected job class, classification, and/or department, all probationary employees shall be laid off before any permanent

employees. Each employee so affected shall be given a minimum of thirty (30) days notice.

B. A laid off employee shall have preference for re-employment for a period of twenty four months (24) months.

C. Notice for re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

ARTICLE XII - HOURS OF WORK

A. The standard work week for employees covered by this Agreement is eight (8) hours of work each day and forty (40) hours of work each week, Monday through Friday. There shall be no split shifts.

1. The standard work day for employees covered by this Agreement, except as specified elsewhere, shall be from 7:00 a.m. to 3:30 p.m. Monday through Friday.

2. On a rotating basis the Waste Water Treatment Plant will be manned from 7:00 a.m. to 11:00 a.m. on Saturday at time and one-half (1.5) for all hours worked including call-ins. Beginning 1/1/2011 double time (2.0) will be paid for scheduled and Sunday call-in work. Due to safety concerns two employees shall be scheduled on both days including holidays.

3. Summer hours shall be as follows:

From July 1st up to and including Labor Day, Monday through Thursday 6:30 a.m. to 3:30 p.m. and Friday 6:30 a.m. to 1:00 p.m. Should all other bargaining units agree, summer hours shall be amended from July 1st to Memorial Day.

(Each weekday shall be considered one day of work regardless of the number of hours that the departments are open.)

4. The work day includes an unpaid lunch period of one-half (1/2) hour and two fifteen minute paid breaks each day.

B. The Township agrees to guarantee each full-time employee a minimum of eight (8) hours work or pay in lieu thereof, each day, Monday through Friday except as modified by summer hours.

C. The Township agrees not to require any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

D. The Union and the Township agree that it may be necessary to require an employee to work beyond the standard work week. Overtime beyond eight hours in a work day and forty hours in a work week may be authorized by the Waste Water Treatment Plant Superintendent or his or her designee and such overtime shall be compensated at the rate of one and one-half (1.5) times the employees prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township in excess of eight hours in a work day or forty hours in a regular work week.
2. All hours spent in the service of the Township on any Saturday.
3. All hours spent in the service of the Employer prior to the scheduled starting time provided an employee has worked his or her regular scheduled hours of work for that day.
4. CALL OUTS – A call out shall be defined as any instance in which an employee is requested to return to work after his or her regularly scheduled hours. Whenever it becomes necessary for an employee to be called out on an overtime call, including Saturdays, Sundays and Holidays, such employee shall receive a minimum of three (3) hours work at the appropriate overtime rate. In such event, the employees will be required to remain at work for the three (3) hour period or be available for and respond to call-outs during that period. The duration of any subsequent call-out will be considered continuing time (as opposed to a separate call-out subject to an additional three (3) hour guarantee). The three (3) hour

guarantee mentioned above shall be considered hours worked for the purpose of this Agreement. The foregoing provisions regarding call-outs do not apply to early call-ins within a two (2) hour period prior to the employees' normal starting time.

5. SCHEDULED OVERTIME - Except as set forth in paragraph 4 above, the Township agrees to guarantee an employee a minimum of four (4) hours work or pay in lieu thereof at the applicable premium rate of pay whenever such employee is required to report to work on either a Saturday or Sunday for SCHEDULED OVERTIME. In the event the employee is directed to work beyond four (4) hours, the Township agrees to a two (2) hour guarantee of work or pay in lieu thereof.

E. Except as forth in paragraph D above, overtime shall be compensated at the rate of two times (2x) the employee's prevailing hourly rate of pay in the following instances:

1. All hours spent in the service of the Township on any Holiday, as listed in the Holiday Article.
2. All hours spent in the service of the Township on any Sunday.

F. Overtime assignments shall be awarded on a rotating basis with the intention of achieving equalization of premium pay earnings within each class of work. A record of overtime offered, worked and refused, will be kept as part of each employee's personnel history by the Waste Water Treatment Plant Superintendent or his or her designee.

G. The Township agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work ten (10) consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work after their initial ten (10) consecutive hours.

H. Emergency standby duties shall be in accordance with the "Standard Operating Procedure: On Call Coverage" policy dated September 28, 2004. A record of availability

for emergency call-out, will be kept as part of each employee's personnel history by the Waste Water Treatment Plant Superintendent or his or her designee. Violations of the "Standard Operating Procedure: On Call Coverage" policy shall be subject to disciplinary action.

ARTICLE XIII – RATES OF PAY

Hourly rates of pay shall be based upon the employee salaries as set forth in Schedule A which is appended hereto and incorporated herein by reference retroactive to the effective date set forth herein.

ARTICLE XIV – PAYDAY

A. Employees will be paid twenty six (26) pay periods per year. Checks will be distributed during working hours.

B. When a payday falls on a holiday, employees will be paid on the day preceding the holiday.

ARTICLE XV – WORKING AT DIFFERENT RATES

When an employee is directed and accepts the duties and responsibilities of a higher title he or she shall be compensated at the difference between the rates or three dollars (\$3.00) per hour more (whichever is less) in addition to his or her regular rate of pay. Institution of a different rate should only result from vacation or extended sick leave, and can only be assigned by the Waste Water Treatment Plant Superintendent or his or her designee. Examples of work are as follows: Lab work (other fill-in than routine grab samples) and for the foreman's position.

ARTICLE XVI – HOLIDAYS

A. Full-time employees shall receive regular pay for the following holidays not worked:

New Year's Day	Labor Day
Martin Luther King Day*	Columbus Day
Lincoln's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	1/2 day Christmas Eve
Independence Day	Christmas Day

*Floating Holiday or Martin Luther King's birthday with no more than 25% of the workforce out on either day.

B. When any of the above holidays falls on a Saturday, it will be observed on the previous Friday. When any of the above holidays falls on a Sunday, it will be observed on the following Monday.

C. If any of the above holidays falls during a regularly scheduled vacation period, an additional day of vacation will be allowed.

D. Employees not on a previously approved or documented sick leave will not be paid for a Holiday not worked unless they have worked the normal working day prior, and the normal working day following, the said holiday, and any holiday that falls during an employee's sickness will not be credited as a holiday but as part of his or her sick benefits if he or she is so entitled and so charged.

E. Any Floating Holidays granted shall be in accordance with the vacation guidelines.

F. Upon written request from the designated Union representative the Township may, by resolution, designate the floating holiday to be used on a particular day, in which event all employees in the unit shall be deemed to have selected such day.

G. Upon written request from the Township Administrator or his or her designee the Township may, by Resolution, designate Lincoln's Birthday as the floating holiday to be used on a particular day, in which event all employees in the unit shall be deemed to have selected such day and shall have Martin Luther King Day deemed a regular holiday.

ARTICLE XVII – BEREAVEMENT LEAVE

Each permanent full-time employee shall be entitled to the bereavement leave with pay for the death of certain family members in accordance with the following schedule:

1. From the day of death until the day of burial (but not to exceed three (3) days) in the case of the death of his or her: grandparent; parent; spouse; child; sibling; father-in-law; mother-in-law; son-in-law; daughter-in-law; brother-in-law; sister-in-law; step father; step mother; step brother; step sister; or grandchild.
2. On the day of burial in the case of the death of his or her: uncle; aunt; nephew; niece; cousin of the first degree.
3. Upon approval by the Township Administrator or his or her designee, an extension of one (1) day shall be granted when the deceased is buried in a location outside the State of New Jersey and the employee would be unable to return in time for the normal work day. The Township, at its option, may require proof of location.

ARTICLE XVIII – PERSONAL DAYS

Each permanent full-time employee shall be entitled to three (3) personal days with pay during any calendar year. Personal days shall be used for personal business including religious observances. Requests for personal days must be approved in advance by the Waste Water Treatment Plant Superintendent or his or her designee. Personal days shall not be cumulative. Newly hired employees, once having attained permanent full-time status, shall be entitled to one (1) personal day for every three (3) months worked for a maximum of three (3) personal days during a calendar year.

ARTICLE XIX – ABSENCE WITH PAY - SICK LEAVE

Sick leave with pay is a grant rather than a right of employment and is provided to aid the employee in time of illness. Sick leave with pay is authorized for permanent full-time employees in the event of a bona fide illness or a physical disability of the employee or for the care of a loved one living in the same household. Subject to the following limitations:

1. As of the effective date of this Agreement, each unit employee shall be credited with his or her accumulated unused sick leave.
2. Sick leave with pay shall be cumulative. At the end of each calendar year, the employee shall file his or her employee record card with the Executive Assistant - Administration. Any unused sick leave shall be credited to the employee for the next year.
3. Each employee shall be credited with an additional three (3) days' sick leave as of January 1 of the current year and an additional one (1) day per month thereafter at the end of each month worked throughout the year.
4. New employees will begin accruing sick days upon completion of the probationary period and attainment of permanent full-time status. The employee will accrue one (1) day per month for the remainder of the current calendar year. As of January 1 of the following year, the employee will accrue sick days in accordance with this Article.
5. Employees shall immediately notify the Waste Water Treatment Plant Superintendent or his or her designee on each occasion of absence due to sickness or disability and must remain available for telephone contact with said individual. The Township, at its option, may require suitable medical verification of the sickness or disability affecting the employee's ability to perform his or her work.

6. The Township reserves the right to request proof of illness or disability at any time. Such proof shall be submitted by the employee to the Waste Water Treatment Plant Superintendent or his or her designee and the Township Administrator or his or her designee in a form satisfactory to the Township.

7. No employee shall receive sick pay for any absence in excess of three (3) consecutive working days unless proof of illness in the form of a certificate from an attending physician has been submitted to the Township. The Township reserves the right to have the employee examined by a physician of its choosing at any time and to be certified by said examiner to be fit for duty prior to return to work.

8. Sick leave with pay shall not be allowed in any case where the employee fails to properly notify his or her department head or supervisor of his or her proposed absence, the nature of his or her illness or disability, or where the employee fails to submit satisfactory proof of illness or a doctor's certificate as herein required.

9. Any use of sick leave for other than bona fide illness or disability shall be cause for disciplinary action, as well as denial of sick leave pay.

10. No employee shall receive or expect to receive payment for sick days upon retirement or separation from the Township.

11. A "day" of sick leave shall be charged for any day the employee is absent for illness that the Township offices are open whether or not they remain open for eight (8) hours.

12. Each member of the unit utilizing less than five (5) accumulated sick leave days during each year may sell back to the Township, before June 1 of the following year, such number of unused sick days which, when added to the sick days used in such year equals five (5) or less, the employee shall be paid \$100.00 for each day sold back. Each day sold back shall be deducted from the total sick

leave days accumulated under this Agreement. Sick time buy back shall be eliminated for all employees hired on or after January 1, 2014.

13. As a result of the Township's resumption of plant operations with existing personnel, the Township hereby grants additional accrued sick leave to employees employed by the Township on January 1, 2000 as noted in schedule B.

ARTICLE XX – ABSENCE WITHOUT PAY

A. Upon application made to the Waste Water Treatment Plant Superintendent and upon approval of the Township Administrator or his or her designee, for good cause shown, a permanent full-time or permanent part-time employee may receive a leave of absence without pay for a period not to exceed six (6) consecutive months. Said approved leave shall not constitute a break in service, provided, however, that employee benefits shall be suspended for the duration of any approved leave in excess of thirty (30) consecutive days. Employees may, however, at their option, preserve employee benefits for the duration of any approved leave in excess of said thirty (30) consecutive days by paying to the Township, in advance, the cost to the Township of said employee health benefits for the period of approved leave which will exceed thirty (30) consecutive days but not greater than one hundred eighty (180) consecutive days. In order to preserve life insurance coverage under the Public Employee's Retirement System, a leave of absence may be obtained for up to two (2) years pursuant to the Public Employee's Retirement System rules and regulations.

B. The provisions of the Family Leave Act as adopted by the Township by Ordinance shall be incorporated herein by reference. The provisions of COBRA shall also be incorporated herein by reference.

ARTICLE XXI: VACATIONS

A. Full-time employees hired prior to January 1, 2014 shall receive for continuous service the following annual vacation with pay:

<u>Completed Service (Years)</u>	<u>Vacation (Days)</u>
20	26 work days
15	23 work days
10	20 work days
5	15 work days
1	10 work days

B. Full-time employees hired on or after January 1, 2014 shall receive for continuous service the following annual vacation with pay:

<u>Completed Srvc (Years)</u>	<u>Vacation (Days)</u>
21+	24 work days
15	22 work days
10	20 work days
5	15 work days
1	10 work days

C. First Year of Employment - Annual vacation time shall be earned at the rate of one (1) working day for each month of service completed during the first year of employment. This schedule will become effective upon completion of the probationary period and attainment of permanent full-time status.

D. Vacation entitlement shall be based on the employee's anniversary date of employment. Vacation may be scheduled throughout the calendar year and when at all possible, be taken in full weeks. Vacation shall be awarded in the order of the employee's seniority within the classification, subject to the Township's approval. Vacation shall be taken in the calendar year earned. Unused vacation, not to exceed five (5) working days, may be carried forward to be used in the next succeeding calendar year only. Vacations can be used in ½ day increments.

E. Vacation time to be taken by an employee shall be reported to the Administrator's Office by said employee with the department head's notation of approval prior to taking such vacation time.

F. In the event an employee does not report for work on a day when Township offices are scheduled to be open for any period because the employee is on a scheduled vacation and the Township offices do not open, or they close early, the employee shall still be charged with the vacation day.

G. In the event of separation from the Township, an employee's vacation entitlement shall be pro-rated based on time served.

H. As a result of the Township's resumption of plant operations with existing personnel, the Township agrees that those employees employed by the Township on January 1, 2000 shall be credited, for purposes of calculating vacation entitlement only, three years of service as set forth in Schedule B annexed hereto..

ARTICLE XXII: INSURANCE BENEFITS

A. The Township shall provide to all permanent fulltime Union employees, their spouse and eligible dependents, but not including survivors, group hospital and group major medical insurance on the effective dates of this Agreement as follows:

1. The Township shall offer base medical coverage to Union employees substantially similar to the POS Plan provided under the parties' 2008 through 2013 Agreement. The Township may also offer such other medical plans at its sole discretion.

2. Effective January 1, 2014, employees shall contribute towards the cost of healthcare in an amount that shall be determined in accordance with Section 39 of P.L. 2011, c. 78.

3. Effective August 1, 2010, the Traditional Plan was eliminated. In the event the Township offers a plan with a cost greater than the POS Plan referenced in Paragraph A.1., any employee electing such plan shall pay, in addition to payment specified in Paragraph A.2, the difference in cost per month to the Township based on their coverage.

4. Dental coverage at least equal to the coverage provided under the terms of the parties' 2008 through 2013 Agreement. Any employee electing dental coverage shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78.

5. Any employee electing to receive vision coverage offered by the Township shall contribute to the cost of such coverage in an amount determined in accordance with Section 39 of P.L. 2011, c. 78.

B. The Township shall continue to pay the entire cost of the premiums for the group benefits as described in paragraph A.1. above. The Township shall not pay any premiums for group benefits for any employee who retires from service for the Township or their survivors, regardless of date of hire or years of service. As per Township resolution 166-03 & 167-03 Mike Murphy and Steve Imbimbo shall be given all retirement benefits under the Township Agreement.

C. Survivors benefits shall be terminated within two (2) months after the death of the eligible retired employee or in accordance with the health insurance policy that affects the survivors.

D. Group Life Insurance benefits for eligible employees referred to in paragraph A above, who have completed two (2) months service and are active employees at the time of enrollment, shall be provided, at the expense of the Township, term life insurance in the amount of two thousand dollars (\$2,000.00).

E. The Township shall, in its sole discretion, select the carrier(s) to provide the benefits as set forth herein and shall be free to change carriers at any time provided only that the existing coverage(s) are not reduced without the consent of the unit.

F. The Township shall have the right, at any time, to increase any deductibles or change insurance payments provided that the Township indemnify and hold the employees harmless from any increased cost or expenses to the employees from such change.

H. In the event that an employee elects to waive coverage and provides satisfactory proof to the Township of coverage from another source which is at least equal to that provided by the Township, the Township shall pay to the employee the following:

1. Payment to an employee per year who submitted and/or renews a waiver of the Township's insurance coverage on or before May 20, 2010 shall be \$6,000.

2. Payment to an employee who submits or renews a waiver of the Township's insurance coverage on or after May 21, 2010 shall be 25% of the cost of such benefits to the Township or \$5,000.00, whichever is less.

All such payments shall be excluded from the base salary and shall not be included in pension calculations.

Bargaining unit members who opt out of the Township's insurance plan shall not be liable to pay contractual premium contributions and/or the State mandated contribution.

Employees hired on or after January 1, 2014 shall not be entitled to payments for waiver of coverage.

ARTICLE XXIII - LONGEVITY

No member of the bargaining unit shall be entitled to any longevity payments from the Township under any present or former ordinance or agreement.

ARTICLE XXIV - JURY DUTY

Any permanent full-time employee on jury duty shall receive the rate of pay as determined by applicable law.

ARTICLE XXV - TERMINAL LEAVE

No member of the bargaining unit shall be entitled to receive from the Township any terminal leave after retirement from employment regardless of length of service with the Township or the terms and conditions of any present or past ordinance or contractual agreement. The elimination of terminal leave for all unit members has been specifically bargained for by the parties.

ARTICLE XXVI - MILITARY LEAVE

Military leaves of absence shall be granted in accordance with Federal and State law relating to military leave and reappointment rights.

ARTICLE XXVII – JOB-CONNECTED DISABILITY

In the event of an absence of an employee due to a job-connected disability classified by law as compensable, said employee shall be entitled to the following benefits from the Township, upon proper investigation and authentication by a physician selected by the Township.

A. During his or her absence the employee shall be paid the difference between his or her regular salary on the date of his or her injury and the amount paid to him or her by worker's compensation insurance, for a period not to exceed forty-five (45) working days from the date of his or her injury or to the termination of his or her disability, whichever first occurs.

B. For absence exceeding a period of forty-five (45) working days from the date of his or her injury, the employee shall be paid the difference between the worker's compensation insurance payments received by him or her and one-half (1/2) his or her regular salary for a period not to exceed one (1) calendar year from the date of initial disability or to the termination of the disability, whichever first occurs.

C. Compensation awards for permanent disability shall not be deducted from any salary paid by the Township.

D. The Township reserves the right to have any employee claiming a job-connected disability examined by and treated by a physician selected by the Township. Such employee shall not be returned to work except upon certification as being fit for duty by said examiner.

ARTICLE XXVIII – DISCHARGE OR SUSPENSION

A. The Township shall not discharge or suspend any Employee without just cause. In all cases involving the discharge or suspension of any employee, the Township must notify the employee in writing of his or her discharge or suspension and the reason therefore within three (3) working days after such discharge or suspension. Such written notice shall also be given to the Shop Steward within three (3) working days from the time of the discharge or suspension. All other discipline shall be issued within five (5) working days of the incident occurring, unless mitigating circumstances (i.e., police investigation) prevents it.

B. A discharged or suspended employee must notify his or her Local Union in writing within five (5) working days after receiving notification of such action against him or her to appeal the discharge or suspension.

C. Notice of appeal from discharge or suspension must be made to the Township in writing within five (5) working days from the date of notification of discharge and/or suspension. The appeal shall be heard beginning with Step One of the Grievance and Arbitration provisions of this Agreement.

D. Should it be proven that no cause existed to discharge or suspend the employee, he or she shall be fully reinstated in his or her position and compensated at his or her usual rate of pay for lost work opportunity.

E. Written reprimands against any employee's record that are over twenty four (24) months old shall be forgiven and the employee's record wiped clean.

ARTICLE XXIX - GRIEVANCE PROCEDURE

A. A Grievance is hereby defined as any controversy arising over the interpretation or enforcement of the terms and conditions of employment and the terms and conditions of this Agreement and may be raised by an employee, group of employees or the Union on behalf of an employee or group of employees (hereinafter the employee, a group of employees, or the Union acting on behalf of the employee or group of employees shall be labeled as the "Grievant") or the Township. All Grievances shall be in writing and in a form agreeable to the Township and Union.

B. Except for Grievances filed by the Township which shall proceed directly to Step 3 upon five (5) days notice to the Union, there shall be three (3) steps in the grievance procedure as set forth below:

1. STEP 1: The Grievance shall be taken up first with the Director Waste Water Management, or his or her designee, in an effort to resolve the matter within five (5) working days from the occurrence of the event or the date upon which the Grievant should have known of the event. Failure to file a written Grievance with the Director of Waste Water Management, or his or her designee within this five (5) day period shall forever bar the Grievance. The Director of Waste Water Management, or his or her designee, shall have five (5) days of being advised of the Grievance within which to respond with his or her decision in writing to the Grievant with a copy to the Union representative.

2. STEP 2: If, as a result of Step One, the Director of Waste Water Management, or his or her designee, is not able to resolve the matter within the five (5) days after receiving the written statement of the Grievance, or if the Director of Waste Water Management, or his or her designee, does not respond within five (5) days, or if the Grievant is not satisfied with the Director of Waste Water Management's

or his or her designee's response, the Grievance may proceed to Step Two. If the Grievant or Union intends to move the matter to Step Two, he or she or it must file a written statement within five (5) days of the Director of Waste Water Management's or his or her designee's decision at Step One with the Township Administrator notifying him or her that the Grievance was not resolved at Step One and that the Grievant wishes to move the matter to Step Two. Failure to so notify within said five (5) day period shall forever bar the Grievance. At Step Two, the Township Administrator or his or her designee shall meet with the Union within five (5) days after receiving a written statement from the Grievant or Union that the Grievance was not resolved at Step One. The Township Administrator or his or her designee shall render a written decision within fifteen (15) days after the meeting. The Township Administrator or his or her designee shall send a copy of the written decision to the Grievant with a copy to the Union representative and to the Township Council.

3. STEP 3: If the matter is not resolved at Step Two to the satisfaction of the Grievant, or if no written decision is received within the fifteen (15) days (which shall be treated as an inability to resolve the Grievance), the Union within an additional thirty (30) days from the date the Step Two decision was rendered or from the date when such decision should have been rendered, may submit the Grievance or any portion of the Grievance to binding arbitration as set forth in Paragraphs (a) and (b) below. If the Township is the party filing the Grievance, it may proceed directly to Step 3 by following the steps set forth below on five (5) days notice to the Union.

a. A written request shall be made to the New Jersey Public Employment Relations Commission ("PERC"), with a copy being sent to the other party that the Grievance has not been resolved to the satisfaction of a party and the submitting party is requesting that PERC appoint an arbitrator. The arbitrator shall be selected pursuant to the procedures of PERC.

b. The rules and procedures of PERC shall be followed by the arbitrator. The arbitrator shall be limited to issues presented and shall have no power to add to, subtract from, or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be binding and final upon the Grievant(s), the Union and the Township. Any fees or administrative charges for arbitration shall be borne equally. Witness fees and other expenses shall be borne by the party incurring such expenses. Nothing herein shall permit an individual employee or group of employees to submit a grievance to Step Three.

In the event an employee believes that being required to perform work aggrieves him or her outside that covered by the bargaining unit, the employee shall nevertheless perform such work, but may grieve the matter thereafter.

ARTICLE XXX: NO STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his or her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), any work stoppage, slowdown or walkout. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, work stoppage, slowdown or other job action, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement shall be grounds for disciplinary action which may include suspension or termination.

C. The Union will actively discourage any of its members or persons acting on their behalf from taking part in any strike, slowdown or job action, and will make reasonable efforts to prevent such illegal action.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such administrative or judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both in the event of such breach by the Union, its members or any person acting on its behalf.

ARTICLE XXXI: UNIFORMS

Newly hired employees who have completed the probationary period and achieved permanent full-time status shall be provided an initial supply of uniform items as listed in Schedule D. An employee provided with an initial uniform supply shall not be entitled to the annual clothing/safety shoe allowance in his or her first year.

The Township shall provide to each permanent full-time employee an annual clothing/safety shoe allowance of \$1,000.00 (one thousand dollars) to be used at the Township-selected supplier. The items of work clothing chosen shall be at the discretion of the employee. However, these items will be within the limits of the Berkeley Heights Waste Water Treatment Plant uniform requirement. The procedure for Uniform purchase will follow the proper guidelines established by the Township and will be carried out through and by the Waste Water Treatment Plant Superintendent.

The employee is responsible to keep these articles of clothing maintained. When reporting to work, articles of clothing will be clean and presentable. Ripped or torn clothing, clothing that does not conform to the uniform requirements, etc. will not be allowed. Violations of the uniform requirements shall be subject to disciplinary action.

ARTICLE XXXII: EMERGENCY PROCEDURES

Employees performing emergency work such as Flood Control, Storm Damage, Natural Disasters, Snow Plowing, Sanding, etc. for more than four (4) consecutive hours outside their normal work day may take a paid one (1) hour rest period after each four (4) hours of such work. The Township agrees to compensate the employees with a fifteen dollar (\$15.00) meal allowance for each rest period. The Waste Water Treatment Plant

Superintendent or his or her designee shall determine when breaks are to be taken. Payment shall be made in the next available pay period.

ARTICLE XXXIII: LOCKER FACILITIES

The Township agrees to maintain a clean, sanitary washroom having hot and cold running water, toilet facilities and individual lockers.

ARTICLE XXXIV: SAFETY

A. The Employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine or advise how the work can be performed safely or will stop the work.

B. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

C. The parties agree to establish a safety committee to consist of two union members, the Waste Water Treatment Plant Superintendent and the Township Administrator or his or her designee. The purpose of the safety committee shall be to establish and enforce safety standards and practices to be observed by all parties in connection with work performed by the employees covered by this Agreement. The safety committee shall meet, at a minimum, two (2) times per year.

D. Employees are required to adhere to all OSHA requirements.

E. Employees who violate the safety rules may be subject to disciplinary action.

ARTICLE XXXV: JOB STEWARDS

A. The Township recognizes the right of the Union to designate one (1) job steward and one (1) alternate for the Waste Water Treatment Plant blue-collar workers. The authority of the job steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods or any other interference with the Township's business.

B. The job steward and alternates have no authority to take, or authorize the taking of, strike action, or any other action interrupting the Township's business. The Township shall not hold the Union liable for any unauthorized acts of its job stewards and their alternates. The Township in so recognizing such limitations shall have the authority to impose proper disciplinary measures, including discharge, in the event the shop steward has taken an unauthorized strike, slowdown, or work stoppage action in violation of this Agreement. Stewards shall be permitted to reasonably investigate, present and process grievances on or off the property of the Township, without loss of time or pay. Reasonable time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. The Union will cooperate in keeping such time at a reasonable level.

ARTICLE XXXVI: INSPECTION PRIVILEGES

Providing prior notice is given to the Waste Water Treatment Plant Superintendent or his or her designee, authorized agents of the Union shall have access to the Township establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Township's work schedule.

ARTICLE XXXVII: UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board for the Berkeley Heights Waste Water Treatment Plant blue-collar workers in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE XXXVIII: POLITICAL ACTIVITY

Employees shall be prohibited from engaging in any political activities during working hours or on Township property or with Township material or equipment.

ARTICLE XXXIX: OTHER EMPLOYMENT

No employee shall engage in or accept private employment with, or render services for, any private person or interest or become associated with any person, firm, partnership or corporation which has business transactions with the Township or any agency of the Township when such employment or service is incompatible with the proper discharge of his or her duties to the Township or would tend to impair his or her independence of judgment or action in the performance of his or her duties.

Employees of the Township performing outside work or work for other employees of the Township beyond the scope of this Agreement may be required to cease such activity if, in the opinion of the Township in the exercise of its sole discretion such outside work

unduly interferes with or prevents the employee from properly performing his or her duties for the Township.

ARTICLE XL: EDUCATION AND TRAINING

Any member of the bargaining unit who holds a license, permit, certification or the like relating to the particular operations of the Waste Water Treatment Plant which is used in connection with his or her employment shall be reimbursed by the Township for the renewal fees for such license, permit or certification.

Any employee who is qualified to take, and has received permission from the Waste Water Treatment Plant Superintendent to take, any educational or training class or program required to keep any existing permit, license or certification used in connection with his or her current duties or to secure any license, certification or permit which will be used in connection with his or her duties or provide qualification for advancement within the department shall be, upon successful completion of the class or program (with a minimum grade of B if graded) reimbursed for the costs of such class or program. The employee authorized to take a class or program shall be granted appropriate time off without loss of pay to attend such class or program.

The Township reserves the right to require an employee to take such classes or programs as the Township believes are necessary and appropriate in which case the cost thereof shall be paid by the Township and appropriate time off without loss of pay granted.

ARTICLE XLI: SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause, or phrase of this Agreement shall be held to be invalid or unenforceable by operation of law or by a court or administrative agency of competent and final jurisdiction, the remainder of the provisions of this Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable as indicated above, the parties shall meet within thirty (30) days of written

notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses so as to cure such defect.

ARTICLE XLII: TERM AND RENEWAL

The term of this Agreement shall be from January 1, 2014 through December 31, 2018 and from year to year thereafter, subject to a written notice from either party to the other of a desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than sixty (60) days prior to the expiration of the Agreement. Upon the expiration of this Agreement, during subsequent negotiations, and until a new agreement is executed, all of the terms and conditions of this Agreement shall remain in effect.

ARTICLE XLIII: SALARIES

A. Wages – Base Salaries for all members of the bargaining unit shall be increased by the following amounts:

- | | |
|------------------------------|------|
| 1. Effective January 1, 2014 | 2.0% |
| 2. Effective January 1, 2015 | 2.0% |
| 3. Effective January 1, 2016 | 2.0% |
| 4. Effective January 1, 2017 | 2.0% |
| 5. Effective January 1, 2018 | 2.0% |

B. The members of the bargaining unit shall receive those salaries set forth in Schedule A to this Agreement for the periods specified. The annual percentage increases are set forth in the attached Schedule A.

C. In the event the Township hires a new employee, either for a position existing at the time of the execution of this Agreement or created thereafter, the Township shall assign a salary to such individual and there shall be no increase in that salary for the year in which the employee is hired. In the event that the employee is hired after July 1 of a particular year, there shall also be no increase in the calendar year following the date of hire. In all

other instances, the new hire shall be entitled to any percentage increases in pay established by this Agreement.

D. Salaries to be paid in accordance with established job titles as follows:

Maintenance Foreman, Laboratory Technician/Process Control Operator and Sewer Department Operator.

ARTICLE XLIV: INCONSISTENT ORDINANCES

In the event that any present or future Township Ordinances or provisions of the Administrative Code, when applied to any employee subject to the terms and conditions of this Agreement, are inconsistent with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

ARTICLE XLV: LICENSE STIPENDS

In the event any employee receives a license issued by the State of New Jersey which relates to the operations of the plant, that employee, in addition to all other compensation provided for herein shall receive the following yearly stipend while such license is in effect. (The yearly stipend shall be pro-rated based upon the number of full months the license is in effect during any year.):

C-1	\$ 1,000.00	S-1	\$ 1,000.00
C-2	1,500.00	S-2	1,500.00
C-3	2,000.00	S-3	2,000.00
C-4	2,500.00	S-4	2,500.00
Electrical License	3,000.00		

An employee shall be eligible to receive more than one stipend provided more than one permit held by such employee is in full force and effect. All stipends are to be given when any employee receives his or her license, should said license be used by the Township.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the dates set forth next to their signatures.

Township of Berkeley Heights

DATE: _____, 2015

BY: _____

Robert B. Woodruff, Mayor

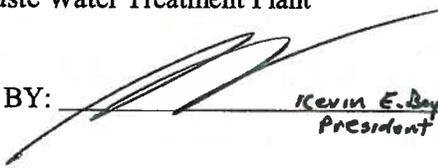
DATE: 2/30/15, 2015

BY:  _____

John Bussiculo, Administrator

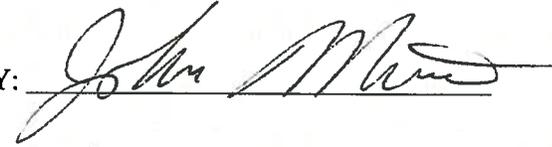
United Public Service Employees Waste Water Treatment Plant

DATE: July 27, 2015

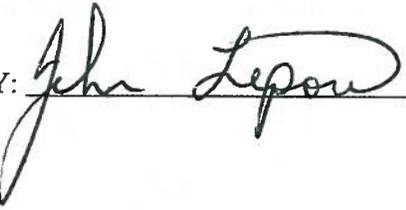
BY:  _____

Kevin E. Boyle, Sr.
President

DATE: 7-30, 2015

BY:  _____

DATE: 7-30, 2015

BY:  _____

SCHEDULE A

<u>Name</u>	<u>Title</u>	<u>Salary</u>				
		<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Imbimbo	Maint. Foreman	\$ 87,163	\$ 88,906	\$ 90,684	\$ 92,498	\$ 94,348
Lepore	Operator	34,805	35,501	36,211	36,935	37,674
Martinez	Oper. Spec.	44,036	44,916	45,815	46,731	47,666
Mineo	Oper. Spec.	48,222	49,186	50,170	51,173	52,197
New Hire		34,123	34,805	35,501	36,211	36,935

SCHEDULE B

Accrued sick time: For purposes of Article XIX, the following members of the unit on January 1, 2000 shall be treated as if they had accrued and unused sick time with the Township as of that date as noted:

Imbimbo, S. 15 days

Credited years of service: For purposes of Article XXI Vacations only, the following members of the unit on January 1, 2000 shall be treated as if they had completed the following years of service with the Township as of such date:

Imbimbo, S. 15 years

SCHEDULE C

SEWER DEPARTMENT "ON-CALL" NOTIFICATION POLICY TO POLICE DEPARTMENT

1. Plant/Pump Station Alarm to Police Department.
2. Police Dispatch calls scheduled Primary "On-Call" person.
3. If Primary "On-Call" person responds, then done.
4. If Primary "On-Call" person does not respond, then call Secondary "On-Call" person.
5. If Secondary "On-Call" person responds, then done.
6. If Secondary "On-Call" person does not respond, then call Foreman.
7. If Foreman responds, then done.
8. If Foreman does not respond, then call all Plant personnel until someone is reached.
9. If no Union member responds, then call the Waste Water Treatment Plant Superintendent.
10. If no Sewer Plant personnel can be reached immediately, then **CONTINUE TO CALL** all personnel until someone is reached. Document event and submit to Police Chief and the Waste Water Treatment Plant Superintendent.
11. If both scheduled "On-Call" persons call to report that they are unavailable to respond due to a personal or other emergency, they must call Foreman to report. If Foreman does not respond, then call the Waste Water Treatment Plant Superintendent.

STANDARD OPERATING PROCEDURES "ON CALL" COVERAGE PLANT PERSONNEL

1. Union personnel rotate "On-Call" weekly.
2. "On-Call" list to be distributed to all employees and to Police Department on a quarterly basis.
3. There will be primary and secondary "On-Call" person each week.
4. Both primary and secondary "On-Call" persons are responsible to get coverage if unavailable during scheduled week.

5. Covering person and "On-Call" person must notify Police Department dispatch of change in schedule to ensure that covering person is notified of alarms.
6. If "On-Call" person cannot secure coverage then "On-Call" person must notify the Waste Water Treatment Plant Superintendent in advance that no "On-Call" coverage is available. (Except in case of emergency.)
7. "On-Call" person will be supplied with a cell phone.
8. In the event of total failure of coverage from Union Members a written explanation from the Primary and Secondary scheduled Union members will be submitted to the Waste Water Treatment Plant Superintendent or his or her designee stating why they did not respond.
9. In case of emergency, "On-Call" person must notify Police Department dispatch of their unavailability. Police will then contact Foreman. Foreman will then cover or call other Union members to secure coverage. If no coverage is available then Foreman will call the Waste Water Treatment Plant Superintendent. "On-Call" person will submit a written explanation of emergency to the Waste Water Treatment Plant Superintendent upon return to work.
10. If "On-Call" person requires assistance to correct the problem the employee shall call for additional assistance.
11. If a spill has occurred the employee shall immediately notify the Waste Water Treatment Plant Superintendent.
12. Under no circumstances should a confined space be entered without the presence of an attendant.
13. In the event of a blockage, the "On-Call" person shall call for assistance immediately.
14. Should the Sewer Jet be needed, a qualified CDL licensed employee shall be called.
15. If traffic assistance is needed then the Police Department shall be notified for traffic control.

SCHEDULE D

UNIFORM REQUIREMENTS

Initial Uniform Supply (New Hires):

Five (5) pairs of pants (Navy Blue)

Five (5) sweatshirts (High visibility)

One (1) jacket (High visibility)

Five (5) t-shirts (High visibility)

Heavy winter jacket

Safety shoes (Two (2) pair)

Permanent full-time employees must maintain their uniforms in conformance with the guidelines above.

**UNITED HEALTHCARE
COMPARISON OF BENEFITS**

Benefit Levels	Choice PPO		Select POS	
	PCP Selection NOT REQUIRED		PCP Selection Requirement Suspended	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible	Not Applicable	\$250 per person / \$500 per family \$1,000 per individual / \$2,000 per family. Coinsurance counts towards out-of-pocket. Deductible does not apply.	Not Applicable	\$100 per person / \$250 per family
Coinsurance	100% / 80% Supplemental		100%	80%
Coinsurance Limit	\$400 per individual / \$800 per family	80% after deductible	\$400 per individual / \$1,000 per family	\$2,000 per individual / \$5,000 per family
Office Visit	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Specialist Visit	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Physicals/Immunizations	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Well Child Care Limit to Age 19	Plan pays 100% after \$15 copay	80% deductible waived	Plan pays 100% after \$5 copay	80% deductible waived
Routine Mammogram	100% female members may receive an annual Pap test, Exam and age appropriate mammograms.	80% after deductible	100% Female members may receive an appropriate mammograms.	80% after deductible
Routine OB/GYN	Plan pays 100% after \$15 copay	80% after deductible	annual Pap test, Exam and age appropriate mammograms.	80% after deductible
Maternity - Outpatient	100% after initial co-payment of \$15	80% after deductible	Plan pays 100% after \$5 copay (after 1st visit only)	80% after deductible
Maternity - Inpatient	100%	80% after deductible	100%	80% after deductible
Elective Abortions	100%	80% after deductible	100%	80% after deductible
Treatment of Infertility 4	100%	80% after deductible	100%	80% after deductible
Egg Retrievals per lifetime for all plans	100%	80% after deductible	100%	80% after deductible
Exercise	\$100 reimbursement per six month period. Subscriber's spouse may be reimbursed up to \$50 per six month period. The member must complete 50 visits within the six month period			
Inpatient Hospital Services	100% for 365 days	80% after deductible	100% for 365 days	80% after deductible
Outpatient Hospital	100% for 365 days	80% after deductible	100% for 365 days	80% after deductible
Emergency Room	100% after \$35 copay, waived if admitted. In-network Urgi Care - \$15 copay		100% after \$25 copay, waived if admitted. In-network Urgi Care - \$5 copay	
Allergy Testing/Injections	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$5 copay	80% after deductible
Diagnostic X-ray & lab	100%	80% after deductible	100%	80% after deductible

**UNITED HEALTHCARE
COMPARISON OF BENEFITS - CONT'D**

Benefit Levels	Choice PPO		Select POS	
	PCP Selection NOT REQUIRED	Out-of-Network	PCP Selection Requirement Suspended	Out-of-Network
Home Health	In-Network 100%	Out-of-Network 80% after deductible	In-Network 100%	80% after deductible
Home Health Limit	90 visits per calendar year		100%	80% after deductible
Therapeutic Manipulations	Plan pays 100% after \$15 copay	80% after deductible	Plan pays 100% after \$3 copay	80% after deductible
Therapeutic Manipulation Limits	Unlimited		Unlimited	
SNF limits apply	100% 120 day max	80% after deductible	100%, 100 days	80% after deductible, 60 days
Foot Orthotics	No Coverage	No Coverage	100%	80% after deductible
Short Term Therapies	100%	80% after deductible	100%	80% after deductible
Therapies Limit	30 visits per calendar year per therapy		Unlimited	
Ambulance	100%		100%	80% after deductible
Durable Medical Equipment	80% coinsurance after deductible		100%	80% after deductible
Mental Health - Inpatient	Unlimited		Unlimited	
Mental Health - Outpatient	100% for 16 days	80% after deductible, 16 days	100% 1st 25 days then 90% for next 10 days	80% after deductible, 30 days
Mental Health - Outpatient	Biological Illnesses are treated like any other General Medical Condition - No day limits apply		Biological Illnesses are treated like any other General Medical Condition.	
Substance Abuse - Inpatient	80% coinsurance after deductible, 25 visits per calendar year		Plan pays 100% after \$5 copay	80% after deductible
Substance Abuse - Outpatient	Biological Illnesses are treated like any other General Medical Condition - No day limits apply		Limits 100 visits per year / 300 per lifetime. Biological Illnesses are treated like any other General Medical Condition	
Eye Examinations	Included as part of the mental health benefits		Included as part of the mental health benefits	
Vision Hardware	Not Covered	Not Covered	Not Covered	Not Covered
Prescription Copay - Retail Order	80% after calendar year deductible - 30 day supply		90% after calendar year deductible - 30 day supply	
Dependent Age	\$0 copay for 90 day supply		\$0 copay for 90 day supply	

Age 23. Coverage ends at the end of the calendar year in which the child attains age 23. Coverage dependent coverage available.

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

BE AND IT IS HEREBY RESOLVED that the Township Council of the Township of Berkeley Heights, Union County, New Jersey, in meeting assembled, that the following firefighter be removed from the Active Roster of the Berkeley Heights Fire Department;

Mike Ambrose, 255 Speedwell Avenue, Morristown, NJ 07960

BE IT FURTHER RESOLVED that a copy of this Resolution be forwarded to Mike Ambrose and the Fire Chief.

APPROVED this 4th day of August, 2015.

ATTEST:

Ana Minkoff
Township Clerk

BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,664,250 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,580,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) **AS FOLLOWS:**

Section 1. The several improvements described in Section 3 of this bond ordinance are hereby respectively authorized to be undertaken by the Township of Berkeley Heights, in the County of Union, New Jersey (the "Township") as general improvements. For the several improvements or purposes described in Section 3, there are hereby appropriated the respective sums of money therein stated as the appropriation made for each improvement or purpose, such sums amounting in the aggregate to \$1,664,250 and further including the aggregate sum of \$84,250 as the several down payments for the improvements or purposes required by the Local Bond Law. The down payments have been made available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the several improvements or purposes not covered by application of the several down payments, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,580,000 pursuant to the Local Bond Law. In anticipation

of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. The several improvements hereby authorized and the several purposes for which the bonds are to be issued, the estimated cost of each improvement and the appropriation therefor, the estimated maximum amount of bonds or notes to be issued for each improvement and the period of usefulness of each improvement are as follows:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) The acquisition of various police department equipment, including but not limited to, weapons, computers, breathalyzer equipment, a server and school flasher signs, including all related costs and expenditures incidental thereto.	\$176,500	\$167,600	5 years
b) The acquisition of various public works equipment, including but not limited to, a stand-alone salter, concrete mixers, and a garage vehicle lift, including all related costs and expenditures incidental thereto.	\$29,000	\$27,500	15 years
c) The acquisition of various fire department equipment, including but not limited to, turnout gear, hose, air packs, technical rescue jackets, and haz-mat suits, including all related costs and expenditures incidental thereto.	\$59,700	\$56,475	5 years

<u>Purpose</u>	Appropriation and Estimated <u>Cost</u>	Estimated Maximum Amount of Bonds or <u>Notes</u>	<u>Period of Usefulness</u>
d) The acquisition of various rescue squad equipment, including but not limited to, a power stretcher system, a power lifter and carbon monoxide monitors, including all related costs and expenditures incidental thereto.	\$12,050	\$11,425	5 years
e) The acquisition of various wastewater treatment equipment, including but not limited to, sanitary sewer easement cleaning and inspection equipment, including all related costs and expenditures incidental thereto.	\$265,000	\$251,750	15 years
f) Improvements to the sewer plant systems and facilities, including but not limited to, pump replacements, sanitary sewer pipe, sanitary sewer manholes, trickling filters, barrier walls, odor control system and SCADA system, including all related costs and expenditures incidental thereto.	\$300,000	\$285,000	40 years
g) Acquisition of sport utility vehicles and related equipment, including all related costs and expenditures incidental thereto.	\$129,000	\$122,500	5 years
h) Acquisition of various public works trucks, including but not limited to, single axel dump bodies, including all related costs and expenditures incidental thereto.	\$43,000	\$40,750	5 years
i) Acquisition of various fire department trucks, including but not limited to, an engine/pumper, including all related costs and expenditures incidental thereto.	\$650,000	\$617,000	10 years

<u>Purpose</u>	Appropriation and Estimated <u>Cost</u>	Estimated Maximum Amount of Bonds or <u>Notes</u>	<u>Period of Usefulness</u>
TOTALS	<u>\$1,664,250</u>	<u>\$1,580,000</u>	

The excess of the appropriation made for each of the improvements or purposes aforesaid over the estimated maximum amount of bonds or notes to be issued therefor, as above stated, is the amount of the down payment for each purpose.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law. The chief financial officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township

is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The purposes described in Section 3 of this bond ordinance are not current expenses. They are all improvements that the Township may lawfully undertake as general improvements, and no part of the costs thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 15.03 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$1,580,000, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$150,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated costs indicated herein for the purposes or improvements.

Section 7. The Township hereby declares the intent of the Township to issue the bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3 of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of Treasury Regulations.

Section 8. Any grant moneys received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Township is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Township and to execute such disclosure document on behalf of the Township. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Township and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance.

The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy *ad valorem* taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

INTRODUCED: _____

ADOPTED: _____

Ana Minkoff, Township Clerk
Township of Berkeley Heights

Robert B. Woodruff
Mayor
Township of Berkeley Heights

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Township of Berkeley Heights, in the County of Union, State of New Jersey, on **August 4, 2015**. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at **29 Park Avenue**, in the Township on **August 18, 2015** at **7 o'clock p.m.** During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS CAPITAL IMPROVEMENTS OF THE TOWNSHIP OF BERKELEY HEIGHTS, IN THE COUNTY OF UNION, NEW JERSEY, APPROPRIATING THE AGGREGATE AMOUNT OF \$1,664,250 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,580,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF.

Purposes:

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
a) The acquisition of various police department equipment, including but not limited to, weapons, computers, breathalyzer equipment, a server and school flasher signs, including all related costs and expenditures incidental thereto.	\$176,500	\$167,600	5 years
b) The acquisition of various public works equipment, including but not limited to, a stand-alone salter, concrete mixers, and a garage vehicle lift, including all related costs and expenditures incidental thereto.	\$29,000	\$27,500	15 years

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
c) The acquisition of various fire department equipment, including but not limited to, turnout gear, hose, air packs, technical rescue jackets, and haz-mat suits, including all related costs and expenditures incidental thereto.	\$59,700	\$56,475	5 years
d) The acquisition of various rescue squad equipment, including but not limited to, a power stretcher system, a power lifter and carbon monoxide monitors, including all related costs and expenditures incidental thereto.	\$12,050	\$11,425	5 years
e) The acquisition of various wastewater treatment equipment, including but not limited to, sanitary sewer easement cleaning and inspection equipment, including all related costs and expenditures incidental thereto.	\$265,000	\$251,750	15 years
f) Improvements to the sewer plant systems and facilities, including but not limited to, pump replacements, sanitary sewer pipe, sanitary sewer manholes, trickling filters, barrier walls, odor control system and SCADA system, including all related costs and expenditures incidental thereto.	\$300,000	\$285,000	40 years
g) Acquisition of sport utility vehicles and related equipment, including all related costs and expenditures incidental thereto.	\$129,000	\$122,500	5 years

<u>Purpose</u>	<u>Appropriation and Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds or Notes</u>	<u>Period of Usefulness</u>
h) Acquisition of various public works trucks, including but not limited to, single axel dump bodies, including all related costs and expenditures incidental thereto.	\$43,000	\$40,750	5 years
i) Acquisition of various fire department trucks, including but not limited to, an engine/pumper, including all related costs and expenditures incidental thereto.	\$650,000	\$617,000	10 years
TOTALS	<u>\$1,664,250</u>	<u>\$1,580,000</u>	

Appropriation: \$1,664,250

Bonds/Notes Authorized: \$1,580,000

Grant Appropriated: N/A

Section 20 Costs: \$150,000

Useful Life: 15.03 years

Ana Minkoff, Township Clerk
Township of Berkeley Heights

**A RESOLUTION PURSUANT TO N.J.S.A.10:4-12 MOVING
THE PUBLIC MEETING INTO EXECUTIVE SESSION**

WHEREAS, the provisions of the Open Public Meetings Act (N.J.S.A.10:4-1 et seq.) expressly provide that a public body may move into Executive Session and exclude the public from that portion of a meeting at which the public body discusses any of the nine areas set forth in N.J.S.A.10:4-12b; and

WHEREAS, the Township Council of the Township of Berkeley Heights has determined it necessary to move into Executive Session to discuss the following subjects, all of which are included in the aforesaid exceptions:

Potential Litigation – Lone Pine Intersection

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Berkeley Heights that it does hereby move into Executive Session pursuant to N.J.S.A.10:4-12b to discuss the aforesaid matters; and

IT IS FURTHER RESOLVED that the aforesaid discussions shall be made public either at the Public Meeting following said Executive Session or at such time as any litigated or personnel matters are concluded; or upon conclusion of any negotiations or related discussions; or as otherwise specified; and

IT IS FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 4th day of August, 2015.

Attest: _____
Ana Minkoff, Township Clerk