

Pequannock Township
COUNCIL MEETING AGENDA

August 12
2025



Township of Pequannock

TOWNSHIP COUNCIL MEETING AGENDA

August 12, 2025 ▪ 7:00 p.m.

1. CALL TO ORDER.

2. STATEMENT OF COMPLIANCE WITH THE OPEN PUBLIC MEETINGS ACT.

3. PLEDGE OF ALLEGIANCE, PRAYER AND MOMENT OF SILENCE.

4. ROLL CALL:

Mayor: John Driesse

Deputy Mayor: Kyle Russell

Council Members: Melissa Florance-Lynch, David Kohle, Vincent Siracusa

5. PRESENTATIONS.

6. REPORTS FROM VOLUNTEERS.

7. PUBLIC COMMENT. *(3 minute limit not to exceed 30 minutes total)*

8. MANAGER'S REPORT.

9. PUBLIC HEARINGS

- **ORDINANCE NO. 2025-09;** AN ORDINANCE BY THE TOWNSHIP COUNCIL AMENDING THE TOWNSHIP OF PEQUANNOCK CODE OF ORDINANCES TO REPEAL CHAPTER 171; TO ADOPT A NEW CHAPTER 171 TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

10. ORDINANCES FOR INTRODUCTION

- **ORDINANCE NO. 2025-10;** BOND ORDINANCE PROVIDING FOR THE ELEVATION OF FLOOD PRONE HOMES IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$1,767,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,767,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF
- **ORDINANCE NO. 2025-11;** AN ORDINANCE AMENDING CHAPTERS 152 AND 237 OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND ESTABLISHING MEMBERSHIP FEES AND RULES FOR PICKLEBALL AND TENNIS COURT USE
- **ORDINANCE NO. 2025-12;** BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$500,000 FOR THE TREATMENT OF WELLS #1 AND #2 AND RELATED IMPROVEMENTS IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF

11. RESOLUTIONS FOR APPROVAL.

- **R2025-161,** approving the designated special event permit application (Post 242 Car Show).
- **R2025-162,** confirming the designated memberships in the Pequannock Township Fire Department.
- **R2025-163,** authorizing the execution of a Quit Claim Deed releasing ownership unit from affordability controls (Block 2202 Lot 2 Qual. C217).
- **R2025-164,** authorizing \$53,000 Bid Threshold, effective August 12, 2025.
- **R2025-165,** authorizing the execution of agreements between the Township of Pequannock and the New Jersey Department of Transportation necessitated by the Rt. 23 Improvement Project being undertaken by the State of New Jersey.
- **R2025-166,** correcting and confirming the amounts of Professional Services Agreements and Contracts with H2M Architects & Engineers, Inc, for the Wells 1 & 2 PFAS Treatment Project.
- **R2025-167,** authorizing the acceptance of a hold harmless agreement from Theodora and Adam Tsatsos (Block 3501 Lot 7, 13 William St).

- **R2025-168**, authorizing Tax Office refunds, overpayments or cancellations.
- **R2025-169**, authorizing release of designated Escrow Deposits.
- **R2025-170**, authorizing release of deposits for construction in a Township Right of Way.
- **R2025-171**, approving payment of the itemized claims as set forth on the August 7, 2025 Bill List and FEMA Elevation Escrow list.

12. ITEMS FOR DISCUSSION.

- Personnel Manual draft revisions

13. REPORTS & NOTICES.

14. COUNCIL REPORTS & ANNOUNCEMENTS.

15. PUBLIC COMMENT. *(3 minute limit not to exceed 30 minutes total)*

16. APPROVAL OF MINUTES.

17. EXECUTIVE (CLOSED) SESSION.

- Contract Negotiations: Borough of Pompton Lakes Garbage and Recycling
- Contract Negotiations: Borough of Lincoln Park Animal Control Services
- Litigation: Pascack Valley Learning Center v. Township of Pequannock
- Litigation: PFAS

18. ADJOURNMENT.

Next Meetings: Tuesday, September 9, 2025 7:00 p.m.
Tuesday, September 23, 2025 7:00 p.m.

Manager's Report

MANAGER'S REPORT

Township of



Pequannock

To: Township Council

From: Adam W. Brewer, Township Manager *AWB*

Re: Manager's Report – 8/12/2025 Council Meeting

Date: August 8, 2025

A) Sherman Avenue Sidewalks Follow Up

Following discussion on June 12, 2025, as directed, input was solicited from the impacted residents on Sherman Avenue regarding the potential replacement of sidewalks. Enclosed is a memorandum from Frank Russo, Township Engineer summarizing the response received to date. It appears the prevailing opinion is to replace the sidewalks, as they currently exist. An outstanding question is whether to replace those slabs that are affected by deterioration (consistent with past sidewalk replicant projects) or to replace all of the existing sidewalks, regardless of their condition.

B) West Franklin Avenue Traffic Concerns

During the public comment portion of the last meeting of the Township Council on July 8, 2025, concern was again expressed regarding traffic safety issues created by the current parking pattern on West Franklin Avenue on Sunday mornings.

As noted during the meeting on the 8th, when this issue was raised in 2024 the Police Department and Township Engineer investigated the concern and a report to the Council was provided. As a result of the involvement of municipal staff and conversations with property owners, shrubs were removed, which increased sight distance.

Following the concern being noted again on the 8th, staff reviewed the street and another report from the Township Engineer is enclosed. Should the Council wish to take legislative action to address the concern, options are provided.

C) 2025 Morris County Park Commission Trails Grant Application – Cherry Street Park

Consistent with a recommendation from staff, the Township Council recently approved an application to the Morris County Park Commission for the Cherry Street Park. The "Park" is proposed to consist of a trail that connects New Read Street and the surrounding neighborhood to the Rail Trail and include a shelter and some seating.

As further described in an enclosed memorandum from Frank Russo, Township Engineer, due to concerns over the potential presence of wetlands, the application is being pulled for consideration in 2025. Moving forward, the Township will take steps to confirm the absence or presence of wetlands and resubmit the application in 2026.

D) Greenview Sports Courts Grand Opening

During prior discussion, comment was made regarding a potential grand opening or ribbon cutting ceremony for the newly reconstruction sports courts in Greenview Park. If the Council would like to proceed with such an event, would Tuesday, September 9, 2025 directly prior to the regular meeting of the Township Council at 6 PM be acceptable? Should other dates and times be preferred, I await whatever direction the Council would like to provide.

E) Rt. 23 Northbound and southbound Sewer Extension Project – Special Assessment Process

On August 5, 2025 the public hearing was held to review the report of the special assessor on properties subject to special assessment for the Rt, 23 Sewer Project. The special assessor reviewed how the report was prepared and information was provided regarding the process for the 12 individuals in attendance.

The next step in the special assessment process is the confirmation of the special assessment, which is accomplished by the adoption of a resolution by the Township Council. This action is subject to specific notice requirements, including two published notices and a letter sent to included property owners. The potential confirmation is currently scheduled for the regular meeting of the Township Council on September 9, 2025. Unless the Council feels otherwise, the process will continue as scheduled.

F) Ordinance No. 2025-09 Amending Township Ordinances to Repeal Chapter 171, Adopting a new Chapter 171, Adopting Flood Hazard Maps, designating a floodplain administrator, and providing for severability and an effective date

As previously reported when Ordinance No. 2025-09 was introduced at the special meeting of the Township Council on July 22, 2025, this ordinance is required by FEMA and NJ DEP if the Township wishes to continue participating in the National Flood Insurance Program (NFIP). It is important to note that access to FMA funds for the elevation of homes requires participation in the NFIP and absent NFIP participation, those homeowners required to carry flood insurance would be left at a grievous disadvantage.

After receiving the required, model ordinance, staff and professionals undertook a comprehensive review. Any revisions or modifications were required to be approved by NJ DEP. A revised ordinance with numerous changes was submitted to NJ DEP on May 16, 2025. Having not heard back in some time, staff sent an e-mail requesting a response to the Township request for revisions on July 3, 2025. Later that day, an NJ DEP representative responded by returning the ordinance, only accepting some of the revisions.

Among other challenges with this model, required ordinance, it is important to note the following:

- Contrary to the language in the required ordinance, the Flood Information Rate Maps that were revised following an arduous appeal process, prosecuted by the Township would become effective on August 19, 2025 with or without this legislative change.
- The ordinance does not establish the position of Floodplain Administrator. The position exists currently and has existed for over a decade. The position is and has been occupied by the Township Engineer.
- The model ordinance called for the implementation of aggregating cumulative improvements towards the substantial improvement threshold; however, the Township was successful in having that language removed. Should the need arise for a Floodplain Development Permit or any other permit from the Floodplain Administrator related to construction, it will not be required for regular maintenance and it will be as unobtrusive as possible. The Township was successful in removing the requirement for a separate floodplain development permit for regular building maintenance, which does not require a building permit, except for after a flood event.

Following receipt and review of the ordinance, a special meeting was held on July 22, 2025 wherein the ordinance was introduced. A public hearing and potential adoption are schedule for August 12, 2025.



G) Greenview Pickleball Courts Membership & Fees Ordinance

As discussed at a prior meeting, it is recommended that there be an annual membership required for use of the tennis and pickleball courts in Greenview Park. An ordinance has been prepared for potential introduction establishing the following fees and allowing each member one guest per day:

- Resident Annual Membership: \$20
- Nonresident Annual Membership: \$150
- Replacement for lost badge: \$20

H) Wells 1 & 2 PFAS Treatment Project Funding Ordinance

The Township initiated funding for the Wells 1 & 2 PFAS Treatment Project with Ordinance No. 2022-13 in the amount of \$4,750,000. At the time this budget was established, utilizing the NJ IBank had not been thoroughly investigated and the project was in its infancy. As design progressed and the opportunity for a beneficial interest rate (a portion interest free and the balance at the NJ IBank interest rate) and potential for a portion of principal forgiveness was made known through using NJ IBank, the decision was made to utilize NJ IBank.

Securing funding through NJ IBank can be enormously beneficial to the community and utility rate payers; however, there are costs associated with using the funding source. For example, there are more stringent procurement regulations, full time inspection during construction is required and constant project oversight, review and corresponding approval requirements.

In addition to the increase in requirements for professional services, additional permitting was identified as the Township moved forward with the project, i.e., a Treatment Works Application (TWA) was required for the discharge of water into the sanitary sewer system.

Lastly, as a result of issues with the lowest cost bid that was submitted, the Township was required to make an award to the next lowest cost bidder, which increased the cost of the project by \$291,000.

A review of the original authorization of \$4,750,000 resulted in the conclusion that the project was underfunded. Following consultation with the Township's Bond Counsel, a recommendation was made for an ordinance to provide for additional funding for the project to cover the identified shortfalls and any change order, should they present themselves during the construction phase of the project. Please note the funding authorization recommended beyond the identified Shortall of approximately \$213,000 would require further legislative approval if it were to be needed.

As a result of the foregoing, an ordinance has been prepared for potential introduction providing supplemental funding for the Wells 1 & 2 PFAS Treatment project in the amount of \$500,000.

I) Flood Mitigation Assistance (FMA) Grant FY 2022 Funding

As the Council is aware, the Township was awarded the FY 2022 FMA grant for the elevation of seven homes. An ordinance was prepared for introduction to provide the necessary authorization for funding for the program. This is consistent with how all prior years of grants were funded.

Township of



Pequannock

J) Bid Threshold

Pursuant to N.J.S.A. 40A:11-3(c) and as described in LFN-2025-08, the State Treasurer adjusted bid thresholds for contracting units. The maximum bid threshold was previously \$44,000 and has been increased to \$53,000 for those entities who have an appointed Qualified Purchasing Agent. Based on this change, a resolution has been scheduled to correspondingly increase the Township's bid threshold.

Should the change be made, the bid threshold will be \$53,000 and the quote threshold will be \$7,950 (15% of the bid threshold).

K) NJ DOT Utility Engineering and Construction Agreement

To support the New Jersey Department of Transportation's improvement project to Rt. 23, an agreement is being requested between the NJ DOT and the Township's Water Department. The agreement provides for the NJ DOT to be able to relocate municipal water infrastructure should the need present itself. In the past, my recollection is that the Utility Operator was empowered to approve the agreement; however, now a resolution is being requested. As such, the requested resolution has been schedule for authorization.

L) Professional service authorizations for H2M Architects & Engineers, Inc. for the Wells 1 & 2 PFAS Treatment Project

Upon review by Township staff in consultation with staff from H2M Architects & Engineers, Inc., it was identified that the series of professional service agreement authorizations required confirmation and correction. There was a math error in Resolution 2025-77 and additional expenses not previously envisioned and captured by prior authorizations. Therefore, a resolution has been prepared making the necessary corrections to revise to previously reported amount of \$846,000 to confirmed amount of \$770,183.67.

M) Personnel Policies and Procedures Manual/Employee Handbook Revisions

The biannual revision process for the Township's Personnel Policies and Procedures Manual/Employee Handbook is scheduled for discussion. An explanation of the process, origin of the recommended changes and details of the changes are addressed under a separate memorandum.

* * *



Township of
Pequannock
ENGINEERING DEPARTMENT

Township Engineer:
Frank Russo, PE, PP, CME
Tel: (973) 835-5700 x188
Fax: (973) 835-9396
Email: frusso@peqtwp.org
Mailing Address:
530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444
Office Address:
99 Alexander Avenue (DPW Annex)
Pompton Plains, NJ 07444

Memorandum

Re: Sherman Avenue – Sidewalks – Follow Up
To: Adam Brewer – Township Manager
From: Frank Russo – Township Engineer
Date: July 18, 2025
CC: David Seugling – Director of Public Works

Adam,

As directed by the Council, notices were distributed to the fifteen (15) residents along the southerly side of Sherman Avenue on June 13th. The notices identified the two (2) sidewalk replacement options approved by Council: remove and replace the existing affected sidewalks; or remove and replace the existing sidewalks and extend sidewalks all the way to Boulevard. To date, there have only been (9) responses received by this office. I do not anticipate there being any further replies.

Unsurprisingly, those responding residential properties with existing sidewalks were all in favor of replacing the affected sidewalks in kind, with several respondents opining that all of the existing sidewalks be removed and replaced.

There only one (1) respondent who believed the sidewalks should be extended to Boulevard. Interestingly, that respondent was a commercial property owner who does not reside on Sherman Avenue.

There was one (1) resident on the northern side of Sherman (corner of Turnpike) who was not noticed, that requested the existing HMA sidewalks be removed and replaced with grass.

I await direction on how to proceed with this project.



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Memorandum

Re: West Franklin Ave / First Street Intersection – Parking Concerns

To: Adam Brewer – Township Manager
From: Frank Russo – Township Engineer
CC: David Seugling - Director of Public Works
Dan Comune – Chief of Police
Date: July 23, 2024 (Revised July 15, 2025)

Adam,

As requested, I have reviewed the comments provided by the Police Department and performed a site inspection on July 14, 2025 to evaluate this intersection. Below please find a summary of the current conditions and my suggestions for options available to address the perceived parking issues at this intersection.

- Sight distance has been markedly improved since last year, with the removal of the shrubbery at the northeastern corner of West Franklin and First Street, as well as the trimming of the pines at the southwestern corner.
- With regards to the suggested Sunday 'No Parking' signage, such a prohibition is not selective, barring the ability to park for those residents living within the suggested stretch of First Street.
- The Council is empowered to designate either side of West Franklin as 'No Parking'. If a parking prohibition were to be considered, my professional opinion would have the southern side of West Franklin be restricted.
- On the northerly leg of First Street at West Franklin, there is currently a 'No Parking Here to Corner Sign' in place, just north of an existing hydrant, which appears to exceed to the Title 39 restrictions (35' from a curblane), meaning it is more restrictive than what normally exists at an intersection.



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Memorandum

Re: 2025 Morris County Trail Grant Application – Cherry Street Park

To: Adam Brewer – Township Manager
From: Frank Russo – Township Engineer
CC: David Seugling – Director of Public Works
Date: July 15, 2025

Adam,

As we discussed, a technical review meeting with the County and their Consultant was conducted on Friday July 11th to review the review memorandum dated June 26, 2025. The application was recommended to be pulled for the 2025 grant period due to a wetlands issue. While there are no indicators for the presence of wetlands in or around the proposed trail location, as confirmed by the County's professional, as well as a private wetlands consultant this office had separately met on site, the State GEOWEB includes a rather cartoonish depiction of everything up to the DeMott curbline and running concurrent with the Morris County rail trail property line as being 'delineated wetlands'.

It was decided that the Township would seek a 'Presence/Absence – Footprint of Disturbance' wetlands determination and re-apply next year for this project.



Township of Pequannock

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Memorandum

Re: NJDEP/FEMA Flood Damage Prevention Ordinance
To: Adam Brewer – Township Manager
From: Frank Russo – Township Engineer
Date: July 15, 2025

Adam,

As requested, attached please find a summary of the genesis of the proposed Flood Damage Prevention Ordinance (FDPO):

- As part of the adoption of the new flood maps, all NFIP Municipalities are required to adopt either the 'riverine' or 'coastal' Flood Damage Prevention Ordinances. The new 'Code Coordinated Ordinance' to clarify the roles and responsibilities of Floodplain Administrators under the NFIP regulations and Construction Officials under the Uniform Construction Code (UCC) regulations. The attached ordinance includes a plethora of FEMA mandatory language and required definitions.
- The NJDEP/FEMA Model ordinance required a Floodplain Development permit to be obtained for those activities that the UCC does not require a permit for. These 'Minor Work' and 'Ordinary Building Maintenance' activities would require the Floodplain Administrator to secure a separate permit from a homeowner, including the costs associated with that work in order to track substantial improvement costs, with permanent records of these activities maintained by the Township.
- The existing Township FDPO does not include a 'cumulative' damage restriction and neither does the proposed ordinance. Absent this 'higher standard', the NJDEP/FEMA reviewers have accepted the Township's proposal to exclude these activities from Floodplain Development permits, and only include those costs in substantial damage assessments as neither of these categories would ever amount to a 'substantial improvement' determination. The proposed requirement for a floodplain development application for 'minor work' and 'ordinary building maintenance' under the UCC has been eliminated.
- The proposed ordinance includes various definitions that are at odds with the Township's existing definitions, as well as those included in the Municipal Land Use Law. The Township was advised that these are *'FEMA approved definitions and cannot be altered. The definitions would not be in line with other state entity codes if they were to be changes'*.

If a more comprehensive presentation or Question/Answer dialogue on the proposed ordinance is desired, I would be glad to provide one.

Public Hearings Ordinances for Adoption

PUBLIC HEARINGS / ORDINANCES FOR ADOPTION

**LEGAL NOTICE
TOWNSHIP OF PEQUANNOCK**

AN ORDINANCE BY THE TOWNSHIP COUNCIL AMENDING THE TOWNSHIP OF PEQUANNOCK CODE OF ORDINANCES TO REPEAL CHAPTER 171; TO ADOPT A NEW CHAPTER 171 TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

ORDINANCE NO. 2025-09

Summary of Ordinance: this ordinance amends Chapter 171 of the Township Code which contains the Federal and State mandated floodplain management regulations of the Township of Pequannock. The Township was accepted for participation in the National Flood Insurance Program on May 21, 1971 and the Township of Pequannock Mayor and Council desire to continue to meet the requirements of Title 44 Code of Federal Regulations, §§ 59, 60, 65 and 70 necessary for such participation. The ordinance amendments are necessary to meet the updated requirements for participation.

Purpose of the Ordinance: The purposes and objectives of this ordinance are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to: protect human life and health; prevent unnecessary disruption of commerce, access, and public service during times of flooding; manage the alteration of natural floodplains, stream channels and shorelines; manage filling, grading, dredging and other development which may increase flood damage or erosion potential; prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards; contribute to improved construction techniques in the floodplain; minimize damage to public and private facilities and utilities; help maintain a stable tax base by providing for the sound use and development of flood hazard areas; minimize the need for rescue and relief efforts associated with flooding; ensure that property owners, occupants, and potential owners are aware of property located in flood hazard areas; minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, §59.22.

Notice is hereby given that the above Ordinance was introduced at a Special Meeting of the Township Council of the Township of Pequannock, in the County of Morris, held on July 22, 2025, and passed its first reading and that said ordinance will be considered for final passage at a meeting of the Township Council of said Township, to be held on August 12, 2025, at 7:00 P.M., in the Pequannock Township Municipal Building, at which time and place all persons who may be interested will be given an opportunity to be heard. Copies of said Ordinance are available at the office of the Township Clerk during regular office hours.

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-09

AN ORDINANCE BY THE TOWNSHIP COUNCIL AMENDING THE TOWNSHIP OF PEQUANNOCK CODE OF ORDINANCES TO REPEAL CHAPTER 171; TO ADOPT A NEW CHAPTER 171 TO ADOPT FLOOD HAZARD MAPS; TO DESIGNATE A FLOODPLAIN ADMINISTRATOR; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of New Jersey has, in N.J.S.A. 40:48 et seq and N.J.S.A. 40:55D et seq., conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of **Pequannock Township** and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the **Township of Pequannock** was accepted for participation in the National Flood Insurance Program on **May 21, 1971** and the Township Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59, 60, 65 and 70 necessary for such participation; and

WHEREAS, the **Township of Pequannock** is required, pursuant to N.J.A.C. 5:23 et seq., to administer and enforce the State building codes, and such building codes contain certain provisions that apply to the design and construction of buildings and structures in flood hazard areas; and

WHEREAS, the **Township of Pequannock** is enabled, pursuant to N.J.S.A. 40:49-5, to enforce zoning codes that secure safety from floods and contain certain provisions that apply to the development of lands issue penalties for the violation of Municipal Ordinances; and

WHEREAS, the **Township of Pequannock** is required, pursuant to N.J.S.A.58:16A-57, within 12 months after the delineation of any flood hazard area, to adopt rules and regulations concerning the development and use of land in the flood fringe area which at least conform to the standards promulgated by the New Jersey Department of Environmental Protection (NJDEP).

NOW, THEREFORE, BE IT ORDAINED by the **Township Council** of **Pequannock Township** that the following floodplain management regulations are hereby adopted.

SECTION 1. RECITALS.

The foregoing whereas clauses are incorporated herein by reference and made a part hereof.

SECTION 2. These regulations specifically repeal and replace the following ordinance - Chapter 171.

SECTION 101 SCOPE AND ADMINISTRATION

101.1 Title. These regulations, in combination with the flood provisions of the Uniform Construction Code (UCC) N.J.A.C. 5:23 (hereinafter "Uniform Construction Code," consisting of the Building Code, Residential Code, Rehabilitation Subcode, and related codes, the Municipal Land Use Law (MLUL) N.J.S.A. 40:55D-1 and the New Jersey Flood Hazard Area Control Act (hereinafter "FHACA"), N.J.A.C. 7:13, shall be known as the *Floodplain Management Regulations* of **Pequannock Township** (hereinafter "these regulations").

101.2 Scope. These regulations, in combination with the flood provisions of the Uniform Construction Code, MLUL and FHACA shall apply to all proposed development in flood hazard areas established in Section 102 of these regulations.

101.3 Purposes and objectives. The purposes and objectives of these regulations are to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific flood hazard areas through the establishment of comprehensive regulations for management of flood hazard areas, designed to:

- (1) Protect human life and health.
- (2) Minimize unnecessary disruption of commerce, access, and public service during times of flooding.
- (3) Manage the alteration of natural floodplains, stream channels and shorelines;
- (4) Manage filling, grading, dredging and other development which may increase flood damage or erosion potential.
- (5) Prevent or regulate the construction of flood barriers which will divert floodwater or increase flood hazards.
- (6) Contribute to improved construction techniques in the floodplain.
- (7) Minimize damage to public and private facilities and utilities.
- (8) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas.
- (9) Minimize the need for rescue and relief efforts associated with flooding.
- (10) Ensure that potential buyers are notified that property is in an area of special flood hazard, and ensure that those who occupy the areas of special flood hazard assume responsibility for their actions
- (11) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events.
- (12) Meet the requirements of the National Flood Insurance Program for community participation set forth in Title 44 Code of Federal Regulations, Section 59.22.

101.4 Coordination with Building Codes. Pursuant to the requirement established in N.J.A.C. 5:23, the Uniform Construction Code, that the **Township of Pequannock** administer and enforce the State building codes, the **Township Council of Township of Pequannock** does hereby acknowledge that the Uniform Construction Code contains certain provisions that apply to the design and construction of buildings and structures in flood hazard areas. Therefore, these regulations are intended to be administered and enforced in conjunction with

the Uniform Construction Code.

101.5 Minor Work. Improvements defined as minor work projects by the Uniform Construction Code shall be evaluated by the Floodplain Administrator through the floodplain development permit to ensure compliance with the Substantial Damage and Substantial Improvement Section 103.14 of this ordinance.

101.6 Warning. The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. Enforcement of these regulations does not imply that land outside the special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage.

101.7 Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, State, or Federal law.

101.8 Violations and Penalties for Noncompliance. No structure or land shall hereafter be constructed, re-located to, extended, converted, or altered without full compliance with the terms of this ordinance and other applicable regulations. Violation of the provisions of this ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a violation under N.J.S.A. 40:49-5. Any person who violates this ordinance or fails to comply with any of its requirements shall be subject to one (1) or more of the following: a fine of not more than \$1250, imprisonment for a term not exceeding ninety(90) days or a period of community service not exceeding 90 days.

Each day in which a violation of an ordinance exists shall be considered to be a separate and distinct violation subject to the imposition of a separate penalty for each day of the violation as the Court may determine except that the owner will be afforded the opportunity to cure or abate the condition during a 30 day period and shall be afforded the opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30 day period, a fine greater than \$1250 may be imposed if the court has not determined otherwise, or if upon reinspection of the property, it is determined that the abatement has not been substantially completed.

Any person who is convicted of violating an ordinance within one year of the date of a previous violation of the same ordinance and who was fined for the previous violation, shall be sentenced by a court to an additional fine as a repeat offender. The additional fine imposed by the court upon a person for a repeated offense shall not be less than the minimum or exceed the maximum fine fixed for a violation of the ordinance, but shall be calculated separately from the fine imposed for the violation of the ordinance.

101.8.1 Solid Waste Disposal in a Flood Hazard Area. Any person who has unlawfully disposed of solid waste in a floodway or floodplain who fails to comply with this ordinance or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$2500 or up to a maximum penalty by a fine not exceeding \$10,000 under N.J.S.A. 40:49-5.

101.9 Abrogation and greater restrictions. These regulations supersede any ordinance in effect in flood hazard areas. However, these regulations are not intended to repeal or abrogate any existing ordinances including land development regulations, subdivision regulations, zoning ordinances, stormwater management regulations, or building codes. In the event of a conflict between these regulations and any other ordinance, code, or regulation, the more restrictive

shall govern.

SECTION 102 APPLICABILITY

102.1 General. These regulations, in conjunction with the Uniform Construction Code, provide minimum requirements for development located in flood hazard areas, including the subdivision of land and other developments; site improvements and installation of utilities; placement and replacement of manufactured homes; placement of recreational vehicles; new construction and alterations, repair, reconstruction, rehabilitation or additions of existing buildings and structures; substantial improvement of existing buildings and structures, including repair of substantial damage; installation of tanks; temporary structures and temporary or permanent storage; utility and miscellaneous Group U buildings and structures; and certain building work exempt from permit under the Uniform Construction Code; and other buildings and development activities.

102.2 Establishment of Flood Hazard Areas. The **Township of Pequannock** was accepted for participation in the National Flood Insurance Program on **May, 21, 1971**.

The National Flood Insurance Program (NFIP) floodplain management regulations encourage that all Federal, State, and Local regulations that are more stringent than the minimum NFIP standards take precedence in permitting decisions. The FHACA requires that the effective Flood Insurance Rate Map, most recent preliminary FEMA mapping and flood studies, and Department delineations be compared to determine the most restrictive mapping. The FHACA also regulates unstudied flood hazard areas in watersheds measuring 50 acres or greater in size and most riparian zones in New Jersey. Because of these higher standards, the regulated flood hazard area in New Jersey may be more expansive and more restrictive than the FEMA Special Flood Hazard Area. Maps and studies that establish flood hazard areas are on file at the **Township Engineer's office at 99 Alexander Avenue, Pompton Plains, NJ 07444**.

The following sources identify flood hazard areas in this jurisdiction and must be considered when determining the Best Available Flood Hazard Data Area:

- 1) **Effective Flood Insurance Study.** Special Flood Hazard Areas (SFHAs) identified by the Federal Emergency Management Agency in a scientific and engineering report entitled Flood Insurance Study Morris County, New Jersey, (All Jurisdictions) Study Number 34027CV001A, Version Number 2.1.1.2 dated August 19, 2025 and the accompanying Flood Insurance Rate Maps (FIRM) identified in Table 102.2(1) whose top level document (appendix map) effective date is August 19, 2025 are hereby adopted by reference.

Table 102.2(1)

Map Panel #	Effective Date	Suffix	Map Panel #	Effective Date	Suffix
34027C0177	8/19/2025	F	34027C0182	8/19/2025	F
34027C0179	8/19/2025	F	34027C0183	8/19/2025	F
34027C0181	8/19/2025	F	34027C0184	8/19/2025	F
34027C0191	8/19/2025	F			

- 2) **Federal Best Available Information.** Township of Pequannock shall utilize Federal flood information as listed in the table below that provides more detailed hazard

information, higher flood elevations, larger flood hazard areas, and results in more restrictive regulations. This information may include but is not limited to preliminary flood elevation guidance from FEMA (such as Advisory Flood Hazard Area Maps, Work Maps or Preliminary FIS and FIRM). Additional Federal Best Available studies issued after the date of this ordinance must also be considered. These studies are listed on FEMA's Map Service Center. This information shall be used for floodplain regulation purposes only.

Table 102.2(2)

Map Panel #	Map Panel #	Preliminary Date
None at the time of this ordinance		

- 3) **Other Best Available Data.** Township of Pequannock shall utilize high water elevations from flood events, groundwater flooding areas, studies by federal or state agencies, or other information deemed appropriate by the Township of Pequannock. Other "best available information" may not be used which results in less restrictive flood elevations, design standards, or smaller flood hazard areas than the sources described in Section 102.2 (1) and (2), above. This information shall be used for floodplain regulation purposes only.

- 4) **State Regulated Flood Hazard Areas.** For State regulated waters, the NJ Department of Environmental Protection (NJDEP) identifies the flood hazard area as the land, and the space above that land, which lies below the "Flood Hazard Area Control Act Design Flood Elevation", as defined in Section 201, and as described in the New Jersey Flood Hazard Area Control Act at N.J.A.C. 7:13. A FHACA flood hazard area exists along every regulated water that has a drainage area of 50 acres or greater. Such area may extend beyond the boundaries of the Special Flood Hazard Areas (SFHAs) as identified by FEMA. The following is a list of New Jersey State studied waters in this community under the FHACA, and their respective map identification numbers.

Table 102.2(3) List of State Studied Waters

Name of Studied Water	File Name	Map Number
Pompton Rv, Beaver Dam Bk	G0000022	P-14
Pompton Rv	G0000023	P-13
Pompton Rv	G0000024	P-12
Pequannock Rv, Pompton Rv, Ramapo Rv	G0000025	P-11
Ramapo Rv	G0000026	P-10
Beaver Dam Bk	G0000034	O-14

E Ditch, Pompton Rv	G0000035	O-12
E Ditch, Pompton Rv	G0000036	O-13
Pequannock Rv, Pompton Rv	G0000037	O-11
Pequannock Rv, Wanaque Rv	G0000038	O-10
E Ditch, W Ditch	G0000047	N-13
E Ditch, W Ditch	G0000048	N-12
E Ditch	G0000049	N-11
E Ditch	G0000050	N-11
E Ditch	G0000051	N-11
East Ditch	G0000057p	ED-1
Pompton River	G0000057p	ED-1
Pequannock River	G0000109p	03PR
Pequannock River	G0000110p	02PR
Pompton River	G0000111p	01PR
Ramapo River	G0000120p	06PR
Pequannock River	G0000121p	05PR
Pompton River	G0000122p	04PR
West Ditch	G0000124p	08P
East Ditch	G0000124p	08P

102.3 Establishing the Local Design Flood Elevation (LDFE).

The Local Design Flood Elevation (LDFE) is established in the flood hazard areas determined in Section 102.2, above, using the best available flood hazard data sources, and the Flood Hazard Area Control Act minimum Statewide elevation requirements for lowest floors in A, ASCE 24 requirements for critical facilities as specified by the building code, plus additional freeboard as specified by this ordinance.

At a minimum, the Local Design Flood Elevation shall be as follows:

- 1) For a delineated watercourse, the elevation associated with the Best Available Flood Hazard Data Area determined in Section 102.2, above plus one foot or as described by N.J.A.C. 7:13 three (3') feet of freeboard; or
- 2) For any undelineated watercourse (where mapping or studies described in 102.2 (1) and (2) above are not available) that has a contributory drainage area of 50 acres or more, the applicants must provide one of the following to determine the Local Design Flood Elevation:
 - a. A copy of an unexpired NJDEP Flood Hazard Area Verification plus three (3') feet of freeboard and any additional freeboard as required by ASCE 24; or
 - b. A determination of the Flood Hazard Area Design Flood Elevation using Method 5 or Method 6 (as described in N.J.A.C. 7:13) plus three (3') feet of freeboard and any additional freeboard as required by ASCE 24. Any determination using these methods must be sealed and submitted according to Section 105.2-3.
- 3) AO Zones – For Zone AO areas on the municipality's FIRM (or on preliminary flood elevation guidance from FEMA), the Local Design Flood Elevation is determined from the FIRM panel as the highest adjacent grade plus the depth number specified plus three (3') feet] of freeboard. If no depth number is specified, the Local Design Flood Elevation is three (3) feet above the highest adjacent grade.
- 4) Class IV Critical Facilities - For any proposed development of new and substantially improved Flood Design Class IV Critical Facilities, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 2 feet of freeboard in accordance with ASCE 24.
- 5) Class III Critical Facilities - For proposed development of new and substantially improved Flood Design Class III Critical Facilities in coastal high hazard areas, the Local Design Flood Elevation must be the higher of the 0.2% annual chance (500 year) flood elevation or the Flood Hazard Area Design Flood Elevation with an additional 1 foot of freeboard in accordance with ASCE 24.

SECTION 103 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

103.1 Floodplain Administrator Designation. The **Township Engineer** is designated the Floodplain Administrator. The Floodplain Administrator shall have the authority to delegate

performance of certain duties to other employees.

103.2 General. The Floodplain Administrator is authorized and directed to administer the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and to establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be consistent with the intent and purpose of these regulations and the flood provisions of the building code and shall not have the effect of waiving specific requirements without the granting of a variance pursuant to Section 107 of these regulations.

103.3 Coordination. The Floodplain Administrator shall coordinate with the Construction Official to administer and enforce the flood provisions of the Uniform Construction Code.

103.4 Duties. The duties of the Floodplain Administrator shall include but are not limited to:

- (1) Review all permit applications to determine whether proposed development is located in flood hazard areas established in Section 102 of these regulations.
- (2) Require development in flood hazard areas to be reasonably safe from flooding and to be designed and constructed with methods, practices and materials that minimize flood damage.
- (3) Interpret flood hazard area boundaries and provide available flood elevation and flood hazard information.
- (4) Determine whether additional flood hazard data shall be obtained or developed.
- (5) Review required certifications and documentation specified by these regulations and the building code to determine that such certifications and documentations are complete.
- (6) Establish, in coordination with the Construction Official, written procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 103.14 of these regulations.
- (7) Coordinate with the Construction Official and others to identify and investigate damaged buildings located in flood hazard areas and inform owners of the requirement to obtain permits for repairs.
- (8) Review requests submitted to the Construction Official seeking approval to modify the strict application of the flood load and flood resistant construction requirements of the Uniform Construction code to determine whether such requests require consideration as a variance pursuant to Section 107 of these regulations.
- (9) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps when the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available.
- (10) Require applicants who propose alteration of a watercourse to notify adjacent jurisdictions and the NJDEP Bureau of Flood Engineering, and to submit copies of such notifications to the Federal Emergency Management Agency (FEMA).
- (11) Inspect development in accordance with Section 106 of these regulations and inspect flood hazard areas to determine if development is undertaken without issuance of permits.
- (12) Prepare comments and recommendations for consideration when applicants

seek variances in accordance with Section 107 of these regulations.

(13) Cite violations in accordance with Section 108 of these regulations.

(14) Notify the Federal Emergency Management Agency when the corporate boundaries of **the Township of Pequannock** have been modified.

(15) Permit Ordinary Maintenance and Minor Work in the regulated areas discussed in Section 102.2.

103.5 Use of changed technical data. The Floodplain Administrator and the applicant shall not use changed flood hazard area boundaries or base flood elevations for proposed buildings or developments unless the Floodplain Administrator or applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) revision and has received the approval of the Federal Emergency Management Agency. A revision of the effective FIRM does not remove the related feature(s) on a flood hazard area delineation that has been promulgated by the NJDEP. A separate application must be made to the State pursuant to N.J.A.C. 7:13 for revision of a flood hazard design flood elevation, flood hazard area limit, floodway limit, and/or other related feature.

103.6 Other permits. It shall be the responsibility of the Floodplain Administrator to assure that approval of a proposed development shall not be given until proof that necessary permits have been granted by Federal or State agencies having jurisdiction over such development, including section 404 of the Clean Water Act. In the event of conflicting permit requirements, the Floodplain Administrator must ensure that the most restrictive floodplain management standards are reflected in permit approvals.

103.7 Determination of Local Design Flood Elevations. If design flood elevations are not specified, the Floodplain Administrator is authorized to require the applicant to:

- (1) Obtain, review, and reasonably utilize data available from a Federal, State, or other source, or
- (2) Determine the design flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques. Such analyses shall be performed and sealed by a licensed professional engineer. Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator. The accuracy of data submitted for such determination shall be the responsibility of the applicant.

It shall be the responsibility of the Floodplain Administrator to verify that the applicant's proposed Best Available Flood Hazard Data Area and the Local Design Flood Elevation in any development permit accurately applies the best available flood hazard data and methodologies for determining flood hazard areas and design elevations described in 102.2 and 102.3 respectively. This information shall be provided to the Construction Official and documented according to Section 103.15.

103.8 Requirement to submit new technical data. Base Flood Elevations may increase or decrease resulting from natural changes (e.g. erosion, accretion, channel migration, subsidence, uplift) or man-made physical changes (e.g. dredging, filling, excavation) affecting flooding conditions. As soon as practicable, but not later than six months after the date of a man-made change or when information about a natural change becomes available, the Floodplain Administrator shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with Title 44 Code of Federal Regulations Section 65.3. Such a submission is necessary so that upon confirmation of those physical

changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.

103.9 Activities in riverine flood hazard areas. In riverine flood hazard areas where design flood elevations are specified but floodways have not been designated, the Floodplain Administrator shall not permit any new construction, substantial improvement or other development, including the placement of fill, unless the applicant submits an engineering analysis prepared by a licensed professional engineer that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachment, will not increase the design flood elevation more than 0.2 feet at any point within the community.

103.10 Floodway encroachment. Prior to issuing a permit for any floodway encroachment, including fill, new construction, substantial improvements and other development or land-disturbing activity, the Floodplain Administrator shall require submission of a certification prepared by a licensed professional engineer, along with supporting technical data, that demonstrates that such development will not cause any increase in the base flood level.

103.10.1 Floodway revisions. A floodway encroachment that increases the level of the base flood is authorized if the applicant has applied for a Conditional Letter of Map Revision (CLOMR) to the Flood Insurance Rate Map (FIRM) and has received the approval of FEMA.

103.11 Watercourse alteration. Prior to issuing a permit for any alteration or relocation of any watercourse, the Floodplain Administrator shall require the applicant to provide notification of the proposal to the appropriate authorities of all adjacent government jurisdictions, as well as the NJDEP Bureau of Flood Engineering and the Division of Land Resource Protection. A copy of the notification shall be maintained in the permit records and submitted to FEMA.

103.11.1 Engineering analysis. The Floodplain Administrator shall require submission of an engineering analysis prepared by a licensed professional engineer, demonstrating that the flood-carrying capacity of the altered or relocated portion of the watercourse will be maintained, neither increased nor decreased. Such watercourses shall be maintained in a manner that preserves the channel's flood-carrying capacity.

103.12 Alterations in coastal areas. The excavation or alteration of sand dunes is governed by the New Jersey Coastal Zone Management (CZM) rules, N.J.A.C. 7:7. Prior to issuing a flood damage prevention permit for any alteration of sand dunes in coastal high hazard areas and Coastal A Zones, the Floodplain Administrator shall require that a New Jersey CZM permit be obtained and included in the flood damage prevention permit application. The applicant shall also provide documentation of any engineering analysis, prepared by a licensed professional engineer, that demonstrates that the proposed alteration will not increase the potential for flood damage.

103.13 Development in riparian zones All development in Riparian Zones as described in N.J.A.C. 7:13 is prohibited by this ordinance unless the applicant has received an individual or general permit or has complied with the requirements of a permit by rule or permit by certification from NJDEP Division of Land Resource Protection prior to application for a floodplain development permit and the project is compliant with all other Floodplain Development provisions of this ordinance. The width of the riparian zone can range between 50 and 300 feet and is determined by the attributes of the waterbody and designated in the New Jersey Surface Water Quality Standards N.J.A.C. 7:9B. The portion of the riparian zone

located outside of a regulated water is measured landward from the top of bank. Applicants can request a verification of the riparian zone limits or a permit applicability determination to determine State permit requirements under N.J.A.C. 7:13 from the NJDEP Division of Land Resource Protection.

103.14 Substantial improvement and substantial damage determinations. When buildings and structures are damaged due to any cause including but not limited to man-made, structural, electrical, mechanical, or natural hazard events, or are determined to be unsafe as described in N.J.A.C. 5:23; and for applications for building permits to improve buildings and structures, including alterations, movement, repair, additions, rehabilitations, renovations, ordinary maintenance and minor work, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Construction Official, shall:

- (1) Estimate the market value, or require the applicant to obtain a professional appraisal prepared by a qualified independent appraiser, of the market value of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made.
- (2) Determine and include the costs of all ordinary maintenance and minor work, as discussed in Section 101.5, performed in the floodplain regulated by this ordinance in addition to the costs of those improvements regulated by the Construction Official in substantial damage and substantial improvement calculations.
- (3) Compare the cost to perform the improvement, the cost to repair the damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, where applicable, to the market value of the building or structure.
- (4) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage.
- (5) Notify the applicant in writing when it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the building code is required and notify the applicant in writing when it is determined that work does not constitute substantial improvement or repair of substantial damage. The Floodplain Administrator shall also provide all letters documenting substantial damage and compliance with flood resistant construction requirements of the building code to the NJDEP Bureau of Flood Engineering.

103.15 Department records. In addition to the requirements of the building code and these regulations, N.J.A.C. 15-3, and regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood provisions of the Uniform Construction Code, including Flood Insurance Studies, Flood Insurance Rate Maps; documents from FEMA that amend or revise FIRMs; NJDEP delineations, records of issuance of permits and denial of permits; records of minor work, determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required certifications and documentation specified by the Uniform Construction Code and these regulations including as-built Elevation Certificates; notifications to adjacent communities, FEMA, and the State related to alterations of watercourses; assurance that the flood carrying capacity of altered waterways will be maintained; documentation related to variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant provisions of the Uniform Construction Code. The Floodplain Administrator shall also record

the required elevation, determination method, and base flood elevation source used to determine the Local Design Flood Elevation in the floodplain development permit.

103.16 Liability. The Floodplain Administrator and any employee charged with the enforcement of these regulations, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by these regulations or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of these regulations shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Floodplain Administrator and any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of these regulations.

SECTION 104 PERMITS

104.1 Permits Required. Any person, owner or authorized agent who intends to conduct any development in a flood hazard area shall first make application to the Floodplain Administrator and shall obtain the required permit. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

104.2 Application for permit. The applicant shall file an application in writing on a form furnished by the Floodplain Administrator. Such application shall:

- (1) Identify and describe the development to be covered by the permit.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan and construction documents as specified in Section 105 of these regulations, grading and filling plans and other information deemed appropriate by the Floodplain Administrator.
- (5) State the valuation of the proposed work, including the valuation of ordinary maintenance and minor work.
- (6) Be signed by the applicant or the applicant's authorized agent.

104.3 Validity of permit. The issuance of a permit under these regulations or the Uniform Construction Code shall not be construed to be a permit for, or approval of, any violation of this appendix or any other ordinance of the jurisdiction. The issuance of a permit based on submitted documents and information shall not prevent the Floodplain Administrator from requiring the correction of errors. The Floodplain Administrator is authorized to prevent occupancy or use of a structure or site which is in violation of these regulations or other ordinances of this jurisdiction.

104.4 Expiration. A permit shall become invalid when the proposed development is not commenced within 180 days after its issuance, or when the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions shall be requested in writing and justifiable cause demonstrated. The Floodplain Administrator is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each.

104.5 Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a permit issued under these regulations wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any ordinance or code of this jurisdiction.

SECTION 105 SITE PLANS AND CONSTRUCTION DOCUMENTS

105.1 Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations when necessary for review of the proposed development. For buildings that are located in more than one flood hazard area, the elevation and provisions associated with the most restrictive flood hazard area shall apply.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 105.2.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 105.2(3) of these regulations.
- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose. The applicant shall provide an engineering certification confirming that the proposal meets the flood storage displacement limitations of N.J.A.C. 7:13.

Existing and proposed alignment of any proposed alteration of a watercourse.

- (7) Floodproofing certifications, V Zone and Breakaway Wall Certifications, Operations and Maintenance Plans, Warning and Evacuation Plans and other documentation required pursuant to FEMA publications.

105.2 Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the effective or preliminary FIRM and base flood elevation data have not been provided, the applicant shall consult with the Floodplain Administrator to determine whether to:

- (1) Use the Approximation Method (Method 5) described in N.J.A.C. 7:13 in conjunction with Appendix 1 of the FHACA to determine the required flood elevation.
- (2) Obtain, review, and reasonably utilize data available from a Federal, State or other source when those data are deemed acceptable to the Floodplain Administrator to reasonably reflect flooding conditions.
- (3) Determine the base flood elevation in accordance with accepted hydrologic and hydraulic engineering techniques according to Method 6 as described in N.J.A.C. 7:13.

Such analyses shall be performed and sealed by a licensed professional engineer.

Studies, analyses, and computations shall be submitted in sufficient detail to allow review and approval by the Floodplain Administrator prior to floodplain development permit issuance. The accuracy of data submitted for such determination shall be the responsibility of the applicant. Where the data are to be used to support a Letter of Map Change (LOMC) from FEMA, the applicant shall be responsible for satisfying the submittal requirements and pay the processing fees.

105.3 Analyses and certifications by a Licensed Professional Engineer. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a licensed professional engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 105.4 of these regulations and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area where base flood elevations are included in the FIS or FIRM but floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments will not increase the base flood elevation more than 0.2 feet at any point within the jurisdiction. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained, neither increasing nor decreasing the channel's flood-carrying capacity. The applicant shall submit the analysis to FEMA as specified in Section 105.4 of these regulations. The applicant shall notify the chief executive officer of all affected adjacent jurisdictions, the NJDEP's Bureau of Flood Engineering and the Division of Land Resource Protection; and shall provide documentation of such notifications.

For analyses performed using Methods 5 and 6 (as described in N.J.A.C. 7:13) in flood hazard zones without base flood elevations (approximate A zones).

105.4 Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change (LOMC) from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 106 INSPECTIONS

106.1 General. Development for which a permit is required shall be subject to inspection.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of these regulations or the building code. Inspections presuming to give authority to violate or cancel the provisions of these regulations or the building code or other ordinances shall not be valid.

106.2 Inspections of development. The Floodplain Administrator shall inspect all development in flood hazard areas authorized by issuance of permits under these regulations. The Floodplain Administrator shall inspect flood hazard areas from time to time to determine if development is undertaken without issuance of a permit.

106.3 Buildings and structures. The Construction Official shall make or cause to be made, inspections for buildings and structures in flood hazard areas authorized by permit in accordance with the Uniform Construction Code, N.J.A.C. 5:23.

- 1) **Lowest floor elevation.** Upon placement of the lowest floor, including the basement, and prior to further vertical construction, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.
- 2) **Installation of attendant utilities** (electrical, heating, ventilating, air-conditioning, and other service equipment) and sanitary facilities elevated as discussed in Section 801.2.
- 3) **Final inspection.** Prior to the final inspection, certification of the elevation required in Section 801.2 shall be submitted to the Construction Official on an Elevation Certificate.

106.4 Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted on an Elevation Certificate to the Floodplain Administrator prior to the final inspection.

SECTION 107 VARIANCES

107.1 General. The **Land Use Board of Jurisdiction (Zoning Board of Adjustment or Planning Board)** shall hear and decide requests for variances. The **Land Use Board of Jurisdiction** shall base its determination on technical justifications submitted by applicants, the considerations for issuance in Section 107.5, the conditions of issuance set forth in Section 107.6, and the comments and recommendations of the Floodplain Administrator, the **Land Use Board of Jurisdiction** has the right to attach such conditions to variances as it deems necessary to further the purposes and objectives of these regulations.

107.2 Historic structures. A variance to the substantial improvement requirements of this ordinance is authorized provided that the repair or rehabilitation of a historic structure is completed according to N.J.A.C. 5:23-6.33, Section 1612 of the International Building Code and R322 of the International Residential Code, the repair or rehabilitation will not preclude the structure's continued designation as a historic structure, the structure meets the definition of the historic structure as described by this ordinance, and the variance is the minimum necessary to preserve the historic character and design of the structure.

107.3 Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use provided the variance is the minimum necessary to allow the construction or substantial improvement,

and that all due consideration has been given to use of methods and materials that minimize flood damage during the base flood and create no additional threats to public safety.

107.4 Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway when any increase in flood levels would result during the base flood discharge, as evidenced by the applicable analysis and certification required in Section 105.3(1) of these regulations.

107.5 Considerations. In reviewing requests for variances, all technical evaluations, all relevant factors, all other portions of these regulations, and the following shall be considered:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage.
- (2) The danger to life and property due to flooding or erosion damage.
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners.
- (4) The importance of the services provided by the proposed development to the community.
- (5) The availability of alternate locations for the proposed development that are not subject to flooding or erosion and the necessity of a waterfront location, where applicable.
- (6) The compatibility of the proposed development with existing and anticipated development.
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for that area.

- (8) The safety of access to the property in times of flood for ordinary and emergency vehicles.
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwater and the effects of wave action, where applicable, expected at the site.
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets, and bridges.

107.6 Conditions for issuance. Variances shall only be issued upon:

- (1) Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration or topography of the site limit compliance with any provision of these regulations or renders the elevation standards of the building code inappropriate.
- (2) A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable.
- (3) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances.
- (4) A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
- (5) Notification to the applicant in writing over the signature of the Floodplain Administrator that the issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and that such construction below the base flood level increases risks to life and property.

SECTION 108 VIOLATIONS

108.1 Violations. Any development in any flood hazard area that is being performed without an issued permit or that is in conflict with an issued permit shall be deemed a violation. A building or structure without the documentation of elevation of the lowest floor, be a violation until such time as that documentation is provided.

108.2 Authority. The Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of property involved, to the owner's agent, or to the person or persons doing the work for development that is not within the scope of the Uniform Construction Code, but is regulated by these regulations and that is determined to be a violation.

108.3 Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by N.J.S.A. 40:49-5 as appropriate.

108.4 Review Period to Correct Violations. A 30-day period shall be given to the property owner as an opportunity to cure or abate the condition. The property owner shall also be afforded an opportunity for a hearing before the court for an independent determination concerning the violation. Subsequent to the expiration of the 30-day period,

a fine greater than \$1,250. may be imposed if a court has not determined otherwise or, upon reinspection of the property, it is determined that the abatement has not been substantially completed.

SECTION 201 DEFINITIONS

201.1 General. The following words and terms shall, for the purposes of these regulations, have the meanings shown herein. Other terms are defined in the Uniform Construction Code N.J.A.C. 5:23 and terms are defined where used in the International Residential Code and International Building Code (rather than in the definitions section). Where terms are not defined, such terms shall have ordinarily accepted meanings such as the context implies.

201.2 Definitions

30 DAY PERIOD – The period of time prescribed by N.J.S.A. 40:49-5 in which a property owner is afforded the opportunity to correct zoning and solid waste disposal after a notice of violation pertaining to this ordinance has been issued.

100 YEAR FLOOD ELEVATION – Elevation of flooding having a 1% annual chance of being equaled or exceeded in a given year which is also referred to as the Base Flood Elevation.

500 YEAR FLOOD ELEVATION – Elevation of flooding having a 0.2% annual chance of being equaled or exceeded in a given year.

A ZONES – Areas of 'Special Flood Hazard in which the elevation of the surface water resulting from a flood that has a 1% annual chance of equaling or exceeding the Base Flood Elevation (BFE) in any given year shown on the Flood Insurance Rate Map (FIRM) zones A, AE, AH, A1–A30, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. When used in reference to the development of a structure in this ordinance, A Zones are not inclusive of Coastal A Zones because of the higher building code requirements for Coastal A Zones.

AH ZONES– Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually areas of ponding) where average depths are between one and three feet. Base Flood Elevations (BFEs) derived from detailed hydraulic analyses are shown in this zone.

AO ZONES – Areas subject to inundation by 1-percent-annual-chance shallow flooding (usually sheet flow on sloping terrain) where average depths are between one and three feet.

ACCESSORY STRUCTURE – Accessory structures are also referred to as appurtenant structures. An accessory structure is a structure which is on the same parcel of property as a principal structure and the use of which is incidental to the use of the principal structure. For example, a residential structure may have a detached garage or storage shed for garden tools as accessory structures. Other examples of accessory structures include gazebos, picnic pavilions, boathouses, small pole barns, storage sheds, and similar buildings.

AGRICULTURAL STRUCTURE - A structure used solely for agricultural purposes in which the use is exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock. Communities must require that new construction or substantial improvements of agricultural structures be elevated or floodproofed to or above the Base Flood Elevation (BFE) as any other nonresidential building. Under some circumstances it may be appropriate to wet-floodproof certain types of agricultural structures when located in wide, expansive floodplains through issuance of a variance. This should only be done for structures used for temporary storage of equipment or crops or temporary shelter for

livestock and only in circumstances where it can be demonstrated that agricultural structures can be designed in such a manner that results in minimal damage to the structure and its contents and will create no additional threats to public safety. New construction or substantial improvement of livestock confinement buildings, poultry houses, dairy operations, similar livestock operations and any structure that represents more than a minimal investment must meet the elevation or dry-floodproofing requirements of 44 CFR 60.3(c)(3).

AREA OF SHALLOW FLOODING – A designated Zone AO, AH, AR/AO or AR/AH (or VO) on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow. **AREA OF SPECIAL FLOOD HAZARD** – see **SPECIAL FLOOD HAZARD AREA**

ALTERATION OF A WATERCOURSE – A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ASCE 7 – The standard for the Minimum Design Loads for Buildings and Other Structures, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. which includes but is not limited to methodology and equations necessary for determining structural and flood-related design requirements and determining the design requirements for structures that may experience a combination of loads including those from natural hazards. Flood related equations include those for determining erosion, scour, lateral, vertical, hydrostatic, hydrodynamic, buoyancy, breaking wave, and debris impact.

ASCE 24 – The standard for Flood Resistant Design and Construction, referenced by the building code and developed and published by the American Society of Civil Engineers, Reston, VA. References to ASCE 24 shall mean ASCE 24-14 or the most recent version of ASCE 24 adopted in the UCC Code [N.J.A.C. 5:23].

BASE FLOOD ELEVATION (BFE) – The water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year, as shown on a published Flood Insurance Study (FIS), or preliminary flood elevation guidance from FEMA. May also be referred to as the “100-year flood elevation”.

BASEMENT – Any area of the building having its floor subgrade (below ground level) on all sides.

BEST AVAILABLE FLOOD HAZARD DATA - The most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA AREA- The areal mapped extent associated with the most recent available preliminary flood risk guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BEST AVAILABLE FLOOD HAZARD DATA ELEVATION - The most recent available preliminary flood elevation guidance FEMA has provided. The Best Available Flood Hazard Data may be depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM.

BREAKAWAY WALLS – Any type of wall subject to flooding that is not required to provide structural support to a building or other structure and that is designed and constructed such that, below the Local Design Flood Elevation, it will collapse under specific lateral loads such that (1) it allows the free passage of floodwaters, and (2) it does not damage the structure or supporting foundation system. Certification in the V Zone Certificate of the design, plans, and specifications by a licensed design professional that these walls are in accordance with accepted standards of practice is required as part of the permit application for new and substantially improved V Zone and Coastal A Zone structures. A completed certification must be submitted at permit application.

BUILDING – Per the FHACA, “Building” means a structure enclosed with exterior walls or fire walls, erected and framed of component structural parts, designed for the housing, shelter, enclosure, and support of individuals, animals, or property of any kind. A building may have a temporary or permanent foundation. A building that is intended for regular human occupation and/or residence is considered a habitable building.

CONDITIONAL LETTER OF MAP REVISION - A Conditional Letter of Map Revision (CLOMR) is FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CONDITIONAL LETTER OF MAP REVISION - FILL -- A Conditional Letter of Map Revision - Fill (CLOMR-F) is FEMA's comment on a proposed project involving the placement of fill outside of the regulatory floodway that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review that is described in the Letter of Map Change (LOMC) process. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

CRITICAL BUILDING – Per the FHACA, “Critical Building” means that:

- a. It is essential to maintaining continuity of vital government operations and/or supporting emergency response, sheltering, and medical care functions before, during, and after a flood, such as a hospital, medical clinic, police station, fire station, emergency response center, or public shelter; or
- b. It serves large numbers of people who may be unable to leave the facility through their own efforts, thereby hindering or preventing safe evacuation of the building during a flood event, such as a school, college, dormitory, jail or detention facility, day care center, assisted living facility, or nursing home.

DEVELOPMENT – Any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of materials, mining, dredging, filling, grading, paving, excavations, drilling operations and other land-disturbing activities.

DRY FLOODPROOFING – A combination of measures that results in a non-residential structure, including the attendant utilities and equipment as described in the latest version of ASCE 24, being watertight with all elements substantially impermeable and with structural components having the capacity to resist flood loads.

ELEVATED BUILDING – A building that has no basement and that has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns. Solid perimeter foundations walls are not an acceptable means of elevating buildings in V and VE Zones.

ELEVATION CERTIFICATE – An administrative tool of the National Flood Insurance Program (NFIP) that can be used to provide elevation information, to determine the proper insurance premium rate, and to support an application for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCROACHMENT – The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

FEMA PUBLICATIONS – Any publication authored or referenced by FEMA related to building science, building safety, or floodplain management related to the National Flood Insurance Program. Publications shall include but are not limited to technical bulletins, desk references, and American Society of Civil Engineers Standards documents including ASCE 24.

FLOOD OR FLOODING

- a. A general and temporary condition of partial or complete inundation of normally dry land areas from:
 - 1. The overflow of inland or tidal waters.
 - 2. The unusual and rapid accumulation or runoff of surface waters from any source.
 - 3. Mudslides (I.e. mudflows) which are proximately caused by flooding as defined in (a) (2) of this definition and are akin to a river or liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- b. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

FLOOD HAZARD AREA DESIGN FLOOD ELEVATION – Per the FHACA, the peak water surface elevation that will occur in a water during the flood hazard area design flood. This elevation is determined via available flood mapping adopted by the State, flood mapping published by FEMA (including effective flood mapping dated on or after January 31, 1980, or any more recent advisory, preliminary, or pending flood mapping; whichever results in higher flood elevations, wider floodway limits, greater flow rates, or indicates a change from an A zone to a V zone or coastal A zone), approximation, or calculation pursuant to the Flood Hazard Area Control Act Rules at N.J.A.C. 7:13-3.1 – 3.6 and is typically higher than FEMA's base flood elevation. A water that has a drainage area measuring less than 50 acres does not possess, and is not assigned, a flood hazard area design flood elevation.

FLOOD INSURANCE RATE MAP (FIRM) – The official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

FLOOD INSURANCE STUDY (FIS) – The official report in which the Federal Emergency Management Agency has provided flood profiles, as well as the Flood Insurance Rate Map(s) and the water surface elevation of the base flood.

FLOODPLAIN OR FLOOD PRONE AREA – Any land area susceptible to being inundated by water from any source. See "Flood or flooding."

FLOODPLAIN MANAGEMENT REGULATIONS – Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance) and other applications of police power. The term describes such State or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING – Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

FLOODPROOFING CERTIFICATE – Certification by a licensed design professional that the design and methods of construction for floodproofing a non-residential structure are in accordance with accepted standards of practice to a proposed height above the structure's lowest adjacent grade that meets or exceeds the Local Design Flood Elevation. A completed floodproofing certificate is required at permit application.

FLOODWAY – The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than 0.2 foot.

FREEBOARD – A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

FUNCTIONALLY DEPENDENT USE – A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities necessary for the loading or unloading of cargo or passengers, and shipbuilding and ship repair facilities. The term does not include long-term storage or related manufacturing facilities.

HABITABLE BUILDING– Pursuant to the FHACA Rules (N.J.A.C. 7:13), means a building that is intended for regular human occupation and/or residence. Examples of a habitable building include a single-family home, duplex, multi-residence building, or critical building; a commercial building such as a retail store, restaurant, office building, or gymnasium; an accessory structure that is regularly occupied, such as a garage, barn, or workshop; mobile and manufactured homes, and trailers intended for human residence, which are set on a foundation and/or connected to utilities, such as in a mobile home park (not including campers and recreational vehicles); and any other building that is regularly occupied, such as a house of worship, community center, or meeting hall, or animal shelter that includes regular human access and

occupation. Examples of a non-habitable building include a bus stop shelter, utility building, storage shed, self-storage unit, construction trailer, or an individual shelter for animals such as a doghouse or outdoor kennel.

HARDSHIP – As related to Section 107 of this ordinance, meaning the exceptional hardship that would result from a failure to grant the requested variance. The Land Use Board of Jurisdiction requires that the variance be exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed or existing walls of a structure.

HISTORIC STRUCTURE – Any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a State inventory of historic places in States with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 1. By an approved State program as determined by the Secretary of the Interior; or
 2. Directly by the Secretary of the Interior in States without approved programs.

LAWFULLY EXISTING – Per the FHACA, means an existing fill, structure and/or use, which meets all Federal, State, and local laws, and which is not in violation of the FHACA because it was established:

- a. Prior to January 31, 1980; or
- b. On or after January 31, 1980, in accordance with the requirements of the FHACA as it existed at the time the fill, structure and/or use was established.

Note: Substantially damaged properties and substantially improved properties that have not been elevated are not considered “lawfully existing” for the purposes of the NFIP. This definition is included in this ordinance to clarify the applicability of any more stringent statewide floodplain management standards required under the FHACA.

LETTER OF MAP AMENDMENT - A Letter of Map Amendment (LOMA) is an official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map that is requested through the Letter of Map Change (LOMC) process. A LOMA establishes a property's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation. Because a LOMA officially amends the effective NFIP map, it is a public record that the community must maintain. Any LOMA should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP CHANGE – The Letter of Map Change (LOMC) process is a service provided

by FEMA for a fee that allows the public to request a change in flood zone designation in an Area of Special Flood Hazard on a Flood Insurance Rate Map (FIRM). Conditional Letters of Map Revision, Conditional Letters of Map Revision – Fill, Letters of Map Revision, Letters of Map Revision-Fill, and Letters of Map Amendment are requested through the Letter of Map Change (LOMC) process.

LETTER OF MAP REVISION - A Letter of Map Revision (LOMR) is FEMA's modification to an effective Flood Insurance Rate Map (FIRM). Letter of Map Revisions are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM or FIS report. Because a LOMR officially revises the effective NFIP map, it is a public record that the community must maintain. Any LOMR should be noted on the community's master flood map and filed by panel number in an accessible location.

LETTER OF MAP REVISION – FILL -- A Letter of Map Revision Based on Fill (LOMR-F) is FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway may be initiated through the Letter of Map Change (LOMC) Process. Because a LOMR-F officially revises the effective Flood Insurance Rate Map (FIRM) map, it is a public record that the community must maintain. Any LOMR-F should be noted on the community's master flood map and filed by panel number in an accessible location.

LICENSED DESIGN PROFESSIONAL – Licensed design professional shall refer to either a New Jersey Licensed Professional Engineer or a Professional Land Surveyor, licensed by the New Jersey State Board of Professional Engineers and Land Surveyors or a New Jersey Licensed Architect, licensed by the New Jersey State Board of Architects.

LICENSED PROFESSIONAL ENGINEER - A licensed professional engineer shall refer to individuals licensed by the New Jersey State Board of Professional Engineers and Land Surveyors.

LOCAL DESIGN FLOOD ELEVATION (LDFE) – The elevation reflective of the most recent available preliminary flood elevation guidance FEMA has provided as depicted on but not limited to Advisory Flood Hazard Area Maps, Work Maps, or Preliminary FIS and FIRM which is also inclusive of freeboard specified by the New Jersey Flood Hazard Area Control Act and Uniform Construction Codes and any additional freeboard specified in a community's ordinance. In no circumstances shall a project's LDFE be lower than a permit-specified Flood Hazard Area Design Flood Elevation or a valid NJDEP Flood Hazard Area Verification Letter plus the freeboard as required in ASCE 24 and the effective FEMA Base Flood Elevation.

LOWEST ADJACENT GRADE – The lowest point of ground, patio, or sidewalk slab immediately next to a structure, except in AO Zones where it is the natural grade elevation.

LOWEST FLOOR – In A Zones, the lowest floor is the top surface of the lowest floor of the lowest enclosed area (including basement). In V Zones and coastal A Zones, the bottom of the lowest horizontal structural member of a building is the lowest floor. An unfinished or flood resistant enclosure, usable solely for the parking of vehicles, building access or storage in an area other than a basement is not considered a building's lowest floor provided that such enclosure is not

built so as to render the structure in violation of other applicable non-elevation design requirements of these regulations.

MANUFACTURED HOME – A structure that is transportable in one or more sections, eight (8) feet or more in width and greater than four hundred (400) square feet, built on a permanent chassis, designed for use with or without a permanent foundation when attached to the required utilities, and constructed to the Federal Manufactured Home Construction and Safety Standards and rules and regulations promulgated by the U.S. Department of Housing and Urban Development. The term also includes mobile homes, park trailers, travel trailers and similar transportable structures that are placed on a site for 180 consecutive days or longer.

MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in these regulations, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value shall be determined by one of the following methods (1) Actual Cash Value (replacement cost depreciated for age and quality of construction), (2) tax assessment value adjusted to approximate market value by a factor provided by the tax assessor's office, or (3) established by a qualified independent appraiser.

MINOR WORK – This term refers to types of work described in N.J.A.C. 5:23-2.17A that do not require the issuance of a permit before the work may proceed. The owner, or an architect or contractor acting on behalf of the owner, shall, however, provide notice of the work to the enforcing agency before work begins. In addition to the notice, the owner of his or her agent shall be required to file a permit application.

NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of the first floodplain regulation adopted by a community; includes any subsequent improvements to such structures. New construction includes work determined to be a substantial improvement.

NON-RESIDENTIAL – Pursuant to ASCE 24, any building or structure or portion thereof that is not classified as residential.

ORDINARY MAINTENANCE – This term refers to types of work excluded from construction permitting under N.J.A.C. 5:23 -2.7 in the March 5, 2018 New Jersey Register. Some of these types of work must be considered in determinations of substantial improvement and substantial damage in regulated floodplains under 44 CFR 59.1. These types of work include but are not limited to replacements of roofing, siding, interior finishes, kitchen cabinets, plumbing fixtures and piping, HVAC and air conditioning equipment, exhaust fans, built in appliances, electrical wiring, etc. Improvements necessary to correct existing violations of State or local health, sanitation, or code enforcement officials which are the minimum necessary to assure safe living conditions and improvements of historic structures as discussed in 44 CFR 59.1 shall not be included in the determination of ordinary maintenance.

RECREATIONAL VEHICLE – A vehicle that is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use. A recreational vehicle

is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

RESIDENTIAL – Pursuant to the ASCE 24:

- a. Buildings and structures and portions thereof where people live or that are used for sleeping purposes on a transient or non-transient basis;
- b. Structures including but not limited to one- and two-family dwellings, townhouses, condominiums, multi-family dwellings, apartments, congregate residences, boarding houses, lodging houses, rooming houses, hotels, motels, apartment buildings, convents, monasteries, dormitories, fraternity houses, sorority houses, vacation time-share properties; and
- c. institutional facilities where people are cared for or live on a 24-hour basis in a supervised environment, including but not limited to board and care facilities, assisted living facilities, halfway houses, group homes, congregate care facilities, social rehabilitation facilities, alcohol and drug centers, convalescent facilities, hospitals, nursing homes, mental hospitals, detoxification facilities, prisons, jails, reformatories, detention centers, correctional centers, and prerelease centers.

SOLID WASTE DISPOSAL – “Solid Waste Disposal” shall mean the storage, treatment, utilization, processing or final disposition of solid waste as described in N.J.A.C. 7:26-1.6 or the storage of unsecured materials as described in N.J.A.C. 7:13-2.3 for a period of greater than 6 months as specified in N.J.A.C. 7:26 which have been discharged, deposited, injected, dumped, spilled, leaked, or placed into any land or water such that such solid waste may enter the environment or be emitted into the air or discharged into any waters, including groundwaters.

SPECIAL FLOOD HAZARD AREA – The greater of the following: (1) Land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year, shown on the FIRM as Zone V, VE, V1-3-, A, AO, A1-30, AE, A99, or AH; (2) Land and the space above that land, which lies below the peak water surface elevation of the flood hazard area design flood for a particular water, as determined using the methods set forth in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13; (3) Riparian Buffers as determined in the New Jersey Flood Hazard Area Control Act in N.J.A.C. 7:13. Also referred to as the AREA OF SPECIAL FLOOD HAZARD.

START OF CONSTRUCTION – The **Start of Construction is as follows:**

- a. **For other than new construction or substantial improvements, under the Coastal Barrier Resources Act (CBRA),** this is the date the building permit was issued, provided that the actual start of construction, repair, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a building on site, such as the pouring of a slab or footing, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured (mobile) home on a foundation. For a substantial improvement, actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
- b. For the purposes of determining whether proposed construction must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change, the Start of Construction includes substantial improvement, and means the date the building permit was issued, provided the actual start of

construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. Such development must also be permitted and must meet new requirements when National Flood Insurance Program (NFIP) maps are issued or revised and Base Flood Elevation's (BFEs) increase or zones change.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

For determining if new construction and substantial improvements within the Coastal Barrier Resources System (CBRS) can obtain flood insurance, a different definition applies.

STRUCTURE – A walled and roofed building, a manufactured home, or a gas or liquid storage tank that is principally above ground.

SUBSTANTIAL DAMAGE – Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT – Any reconstruction, rehabilitation, addition, or other improvement of a structure taking place, the cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- a. Any project for improvement of a structure to correct existing violations of State or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to assure safe living conditions; or
- b. Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

UTILITY AND MISCELLANEOUS GROUP U BUILDINGS AND STRUCTURES – Buildings and structures of an accessory character and miscellaneous structures not classified in any special occupancy, as described in ASCE 24.

VARIANCE – A grant of relief from the requirements of this section which permits construction in a manner otherwise prohibited by this section where specific enforcement would result in unnecessary hardship.

VIOLATION – A development that is not fully compliant with these regulations or the flood provisions of the building code. A structure or other development without the elevation certificate,

other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION – the height, in relation to the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATERCOURSE. A river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

WET FLOODPROOFING – Floodproofing method that relies on the use of flood damage resistant materials and construction techniques in areas of a structure that are below the Local Design Flood Elevation by intentionally allowing them to flood. The application of wet floodproofing as a flood protection technique under the National Flood Insurance Program (NFIP) is limited to enclosures below elevated residential and non-residential structures and to accessory and agricultural structures that have been issued variances by the community.

SECTION 301 SUBDIVISIONS AND OTHER DEVELOPMENTS

301.1 General. Any subdivision proposal, including proposals for manufactured home parks and subdivisions, or other proposed new development in a flood hazard area shall be reviewed to ensure that:

- (1) All such proposals are consistent with the need to minimize flood damage.
- (2) All public utilities and facilities, such as sewer, gas, electric and water systems are located and constructed to minimize or eliminate flood damage.
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwater around and away from structures.

301.2 Subdivision requirements. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) The flood hazard area, including floodways, and base flood elevations, as appropriate plats.
- (2) Residential building lots shall be provided with adequate buildable area outside the floodway.
- (3) The design criteria for utilities and facilities set forth in these regulations and appropriate codes shall be met.

SECTION 401 SITE IMPROVEMENT

401.1 Encroachment in floodways. Development, land disturbing activity, and encroachments in floodways shall not be authorized unless it has been demonstrated through hydrologic and hydraulic analyses required in accordance with Section 105.3(1) of these regulations, that the proposed encroachment will not result in any increase in the base flood level during occurrence of the base flood discharge. If Section 105.3(1) is satisfied, proposed elevation, addition, or reconstruction of a lawfully existing structure within a floodway shall also be in accordance with

Section 801.2 of this ordinance and the floodway requirements of N.J.A.C. 7:13.

401.1.1 Prohibited in floodways. The following are prohibited activities:

- (1) The storage of unsecured materials is prohibited within a floodway pursuant to N.J.A.C. 7:13.
- (2) Fill and new structures are prohibited in floodways per N.J.A.C. 7:13.

401.2 Sewer facilities. All new and replaced sanitary sewer facilities, private sewage treatment plants (including all pumping stations and collector systems) and on-site waste disposal systems shall be designed in accordance with the New Jersey septic system regulations contained in N.J.A.C. 14A and N.J.A.C. 7:9A, the UCC Plumbing Subcode (N.J.A.C. 5:23) and Chapter 7, ASCE 24, to minimize or eliminate infiltration of floodwater into the facilities and discharge from the facilities into flood waters, or impairment of the facilities and systems.

401.3 Water facilities. All new and replacement water facilities shall be designed in accordance with the New Jersey Safe Drinking Water Act (N.J.A.C. 7:10) and the provisions of Chapter 7 ASCE 24, to minimize or eliminate infiltration of floodwater into the systems.

401.4 Storm drainage. Storm drainage shall be designed to convey the flow of surface waters to minimize or eliminate damage to persons or property.

401.5 Streets and sidewalks. Streets and sidewalks shall be designed to minimize potential for increasing or aggravating flood levels.

401.6 Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwater, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, when intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the UCC (N.J.A.C. 5:23). Proposed fill and encroachments in flood hazard areas shall comply with the flood storage displacement limitations of N.J.A.C. 7:13.

401.7 Hazardous Materials. The placement or storage of any containers holding hazardous substances in a flood hazard area is prohibited unless the provisions of N.J.A.C. 7:13 which cover the placement of hazardous substances and solid waste is met.

SECTION 501 MANUFACTURED HOMES

501.1 General. All manufactured homes installed in flood hazard areas shall be installed pursuant to the Nationally Preemptive Manufactured Home Construction and Safety Standards Program (24 CFR 3280).

501.2 Elevation. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be elevated such that the bottom of the frame is elevated to or above the elevation specified in Section 801.2.

501.3 Foundations. All new, relocated, and replacement manufactured homes, including substantial improvement of existing manufactured homes, shall be placed on foundations as specified by the manufacturer only if the manufacturer's installation instructions specify

that the home has been designed for flood-resistant considerations and provides the conditions of applicability for velocities, depths, or wave action as required by 24 CFR Part 3285-302. The Floodplain Administrator is authorized to determine whether the design meets or exceeds the performance necessary based upon the proposed site location conditions as a precondition of issuing a flood damage prevention permit. If the Floodplain Administrator determines that the home's performance standards will not withstand the flood loads in the proposed location, the applicant must propose a design certified by a New Jersey licensed design professional and in accordance with 24 CFR 3285.301 (c) and (d) which conforms with ASCE 24, the accepted standard of engineering practice for flood resistant design and construction.

501.4 Anchoring. All new, relocated, and replacement manufactured homes to be placed or substantially improved in a flood hazard area shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement. This requirement is in addition to applicable State and local anchoring requirements for resisting wind forces.

501.5 Enclosures. Fully enclosed areas below elevated manufactured homes shall comply with the requirements of Section 801.2.

501.6 Protection of mechanical equipment and outside appliances. Mechanical equipment and outside appliances shall be elevated to or above the elevation of the bottom of the frame required in Section 801.2 of these regulations.

Exception. Where such equipment and appliances are designed and installed to prevent water from entering or accumulating within their components and the systems are constructed to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding up to the elevation required by Section 801.2, the systems and equipment shall be permitted to be located below that elevation. Electrical wiring systems shall be permitted below the design flood elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 601 RECREATIONAL VEHICLES

601.1 Placement prohibited. The placement of recreational vehicles shall not be authorized in floodways.

601.2 Temporary placement. Recreational vehicles in flood hazard areas shall be fully licensed and ready for highway use and shall be placed on a site for less than 180 consecutive days.

601.3 Permanent placement. Recreational vehicles that are not fully licensed and ready for highway use, or that are to be placed on a site for more than 180 consecutive days, shall meet the requirements of Section 801.2 for habitable buildings and Section 501.3.

SECTION 701 TANKS

701.1 Tanks. Underground and above-ground tanks shall be designed, constructed, installed, and anchored in accordance with ASCE 24 and N.J.A.C. 7:13.

SECTION 801 OTHER DEVELOPMENT AND BUILDING WORK

801.1 General requirements for other development and building work. All development and building work, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Uniform Construction Code (N.J.A.C. 5:23), shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 105.3(1) of this ordinance when located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic and hydrodynamic loads, including the effects of buoyancy, during the conditions of flooding up to the Local Design Flood Elevation determined according to Section 102.3;
- (4) Be constructed of flood damage-resistant materials as described in ASCE 24 Chapter 5;
- (5) Have mechanical, plumbing, and electrical systems above the Local Design Flood Elevation determined according to Section 102.3 or meet the requirements of ASCE 24 Chapter 7 which requires that attendant utilities are located above the Local Design Flood Elevation unless the attendant utilities and equipment are:
 - i. Specifically allowed below the Local Design Flood Elevation; and
 - ii. Designed, constructed, and installed to prevent floodwaters, including any backflow through the system from entering or accumulating within the components.
- (6) Not exceed the flood storage displacement limitations in fluvial flood hazard areas in accordance with N.J.A.C. 7:13; and
- (7) Not exceed the impacts to frequency or depth of offsite flooding as required by N.J.A.C. 7:13 in floodways.

801.2 Requirements for Habitable Buildings and Structures.

- 1) Construction and Elevation in A Zones.
 - a. All new construction and substantial improvement of any habitable building (as defined in Section 201) located in flood hazard areas shall have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate.
 - b. All new construction and substantial improvements of non-residential structures shall:
 - i. Have the lowest floor, including basement, together with the attendant utilities (including all electrical, heating, ventilating, air-conditioning and other service equipment) and sanitary facilities, elevated to or above the Local Design Flood Elevation as determined in Section 102.3, be in conformance with ASCE Chapter 7, and be confirmed by an Elevation Certificate; or
 - ii. Together with the attendant utility and sanitary facilities, be designed so that below the Local Design Flood Elevation, the structure:
 1. Meets the requirements of ASCE 24 Chapters 2 and 7; and
 2. Is constructed according to the design plans and specifications provided at permit application and signed by a licensed design professional, is

certified by that individual in a Floodproofing Certificate, and is confirmed by an Elevation Certificate.

- e. All new construction and substantial improvements with fully enclosed areas below the lowest floor shall be used solely for parking of vehicles, building access, or storage in an area other than a basement and which are subject to flooding. Enclosures shall:
 - iii. For habitable structures, be situated at or above the adjoining exterior grade along at least one entire exterior wall, in order to provide positive drainage of the enclosed area in accordance with N.J.A.C. 7:13; enclosures (including crawlspaces and basements) which are below grade on all sides are prohibited;
 - iv. Be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters unless the structure is non-residential and the requirements of 801.2.1(d)ii are met;
 - v. Be constructed to meet the requirements of ASCE 24 Chapter 2;
 - vi. Have openings documented on an Elevation Certificate; and
 - vii. Have documentation that a deed restriction has been obtained for the lot if the enclosure is greater than six feet in height. This deed restriction shall be recorded in the Office of the County Clerk or the Registrar of Deeds and Mortgages in which the building is located, shall conform to the requirements in N.J.A.C.7:13, and shall be recorded within 90 days of receiving a Flood Hazard Area Control Act permit or prior to the start of any site disturbance (including pre-construction earth movement, removal of vegetation and structures, or construction of the project), whichever is sooner. Deed restrictions must explain and disclose that:
 - 1. The enclosure is likely to be inundated by floodwaters which may result in damage and/or inconvenience.
 - 2. The depth of flooding that the enclosure would experience to the Flood Hazard Area Design Flood Elevation;
 - 3. The deed restriction prohibits habitation of the enclosure and explains that converting the enclosure into a habitable area may subject the property owner to enforcement;

801.3 Garages and accessory storage structures. Garages and accessory storage structures shall be designed and constructed in accordance with the Uniform Construction Code.

801.4 Fences. Fences in floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the requirements of Section 105.3(1) of these regulations. Pursuant to N.J.A.C. 7:13, any fence located in a floodway shall have sufficiently large openings so as not to catch debris during a flood and thereby obstruct floodwaters, such as barbed-wire, split-rail, or strand fence. A fence with little or no open area, such as a chain link, lattice, or picket fence, does not meet this requirement. Foundations for fences greater than 6 feet in height must conform with the Uniform Construction Code. Fences for pool enclosures having openings not in conformance with this section but in conformance with the Uniform Construction Code to limit climbing require a variance as described in Section 107 of this ordinance.

801.5 Retaining walls, sidewalks, and driveways. Retaining walls, sidewalks and driveways that involve placement of fill in floodways shall meet the requirements of Section 105.3(1) of these regulations and N.J.A.C. 7:13.

801.6 Swimming pools. Swimming pools shall be designed and constructed in accordance with the Uniform Construction Code. Above-ground swimming pools and below-ground swimming pools that involve placement of fill in floodways shall also meet the requirements of Section 105.3(1) of these regulations. Above-ground swimming pools are prohibited in floodways by N.J.A.C. 7:13.

801.7 Roads and watercourse crossings.

- (1) For any railroad, roadway, or parking area proposed in a flood hazard area, the travel surface shall be constructed at least one foot above the Flood Hazard Area Design Elevation in accordance with N.J.A.C. 7:13.
- (2) Roads and watercourse crossings that encroach into regulated floodways or riverine waterways with base flood elevations where floodways have not been designated, including roads, bridges, culverts, low- water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 901 TEMPORARY STRUCTURES AND TEMPORARY STORAGE

901.1 Temporary structures. Temporary structures shall be erected for a period of less than 180 days. Temporary structures shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood. Fully enclosed temporary structures shall have flood openings that are in accordance with ASCE 24 to allow for the automatic entry and exit of flood waters.

901.2 Temporary storage. Temporary storage includes storage of goods and materials for a period of less than 180 days. Stored materials shall not include hazardous materials.

901.3 Floodway encroachment. Temporary structures and temporary storage in floodways shall meet the requirements of Section 105.3(1) of these regulations.

SECTION 1001 UTILITY AND MISCELLANEOUS GROUP U

1001.1 Utility and Miscellaneous Group U. In accordance with Section 312 of the International Building Code, Utility and Miscellaneous Group U includes buildings and structures that are accessory in character and miscellaneous structures not classified in any specific occupancy in the Building Code, including, but not limited to, agricultural buildings, aircraft hangars (accessory to a one- or two-family residence), barns, carports, communication equipment structures (gross floor area less than 1,500 sq. ft.), fences more than 6 feet (1829 mm) high, grain silos (accessory to a residential occupancy), livestock shelters, private garages, retaining walls, sheds, stables, tanks and towers.

1001.2 Flood loads. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be anchored to prevent flotation, collapse or lateral movement resulting from flood loads, including the effects of buoyancy, during conditions up to the Local Design Flood Elevation as determined in Section 102.3.

1001.3 Elevation. Utility and miscellaneous Group U buildings and structures, including substantial improvement of such buildings and structures, shall be elevated such that the lowest floor, including basement, is elevated to or above the Local Design Flood Elevation as determined in Section 102.3 and in accordance with ASCE 24. Utility lines shall be designed and elevated in accordance with N.J.A.C. 7:13.

1001.4 Enclosures below base flood elevation. Fully enclosed areas below the design flood elevation shall be constructed in accordance with Section 801.2 and with ASCE 24 for new construction and substantial improvements. Existing enclosures such as a basement or crawlspace having a floor that is below grade along all adjoining exterior walls shall be abandoned, filled-in, and/or otherwise modified to conform with the requirements of N.J.A.C. 7:13 when the project has been determined to be a substantial improvement by the Floodplain Administrator.

1001.5 Flood-damage resistant materials. Flood-damage-resistant materials shall be used below the Local Design Flood Elevation determined in Section 102.3.

1001.6 Protection of mechanical, plumbing, and electrical systems. Mechanical, plumbing, and electrical systems, equipment and components, heating, ventilation, air conditioning, plumbing fixtures, duct systems, and other service equipment, shall be elevated to or above the Local Design Flood Elevation determined in Section 102.3.

Exception: Electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall be permitted to be located below the Local Design Flood Elevation provided that they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to the Local Design Flood Elevation in compliance with the flood-resistant construction requirements of ASCE 24. Electrical wiring systems shall be permitted to be located below the Local Design Flood Elevation provided they conform to the provisions of NFPA 70 (National Electric Code).

SECTION 3. SEVERABILITY.

Where any section, subsection, sentence, clause, or phrase of these regulations is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof, other than the part so declared.

SECTION 4. EFFECTIVE DATE.

This ordinance shall take effect on **August 19, 2025.**

Ordinances for Introduction

ORDINANCES FOR INTRODUCTION

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-10

For Introduction August 12, 2025

BOND ORDINANCE PROVIDING FOR THE ELEVATION OF FLOOD PRONE HOMES IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$1,767,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$1,767,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Township of Pequannock, in the County of Morris, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$1,767,000, including a grant in the amount of \$1,741,023.93 being funded by Flood Mitigation Assistance Funds from the Federal Emergency Management Agency and administered by and through the State of New Jersey Flood Mitigation Assistance Program (the "State Grant"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the cost of the improvement since the improvement is being partially funded by the State Grant.

Section 2. In order to finance the cost of the improvement or purpose and in anticipation of receipt of the State Grant, negotiable bonds are hereby authorized to be issued in the principal amount of \$1,767,000 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. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is the elevation of flood prone homes, as more specifically described in the Flood Mitigation Assistance Sub-Grant Agreement by and between the State of New Jersey, Office Of Emergency Management, and the Township on file in the Office of the Clerk, which agreement is hereby incorporated by reference as if set forth at length, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

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 bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation 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 bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation 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 bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation 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 bond 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 improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.
- (b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 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 \$1,767,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.
- (d) An aggregate amount not exceeding \$56,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a)

of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond 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 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.

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-11

For Introduction **August 12, 2025**

AN ORDINANCE AMENDING CHAPTERS 152 AND 237 OF THE CODE OF THE TOWNSHIP OF PEQUANNOCK AND ESTABLISHING MEMBERSHIP FEES AND RULES FOR PICKLEBALL AND TENNIS COURT USE

BE IT ORDAINED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, as follows:

Section 1. Chapter 152, "Fees", Section 152-32, "Chapter 237, Parks and Recreation", of the Revised General Ordinances of the Township of Pequannock, Subsection C shall be retitled "Greenview Park Tennis and Pickleball Courts" and shall read, in its entirety, as follows:

C. Greenview Park Tennis and Pickleball courts.

- (1) Resident annual membership: \$20.00
- (2) Nonresident annual membership: \$150.00
- (3) Replacement for lost badge: \$20.00

Section 2. Chapter 237, "Parks and Recreation" of the Revised General Ordinances of the Township of Pequannock, Article III, shall be retitled "Greenview Park Tennis and Pickleball Courts" and amended to read, in its entirety, as follows:

Article III

Greenview Park Tennis and Pickleball Courts

§ 237-17 Applicability.

The area commonly known as "Greenview Park" in the Township of Pequannock, Morris County, New Jersey, has heretofore been dedicated and used for recreational and park purposes under the general supervision of the Director of Parks and Recreation. Tennis and pickleball courts have been constructed thereon and dedicated for use by those obtaining annual memberships.

§ 237-18 Fees and admission charges.

Annual membership fees are established for the use of said tennis and pickleball courts as provided in Chapter 152, Fees. Use of the tennis and /or pickleball courts without obtaining an annual membership shall be a violation of this Chapter

§ 237-21 Guests.

Any annual membership holder shall be permitted to bring one guest per day to use the courts. Abuse of guest privileges may result in the revocation of membership, at the sole discretion of the Director of Parks and Recreation.

§ 237-20 Identification badges.

Annual membership holders will be issued identification badges which must be worn. Lost badges may be replaced at the cost as provided in Chapter 152, Fees. Badges are not transferable.

§ 237-21 Rules and Regulations.

A. The Director of Parks and Recreation is hereby authorized to promulgate reasonable rules and regulations for the use of the tennis and pickleball courts. Said rules as promulgated shall be posted by the Director in an appropriate location on the tennis and pickleball premises

B. The Director of Parks and Recreation is hereby authorized to revoke membership and playing privileges of any person violating said rules as promulgated.

Section 3. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

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

Section 5. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law

TOWNSHIP OF PEQUANNOCK

ORDINANCE NO. 2025-12

For Introduction August 12, 2025

BOND ORDINANCE PROVIDING A SUPPLEMENTAL APPROPRIATION OF \$500,000 FOR THE TREATMENT OF WELLS #1 AND #2 AND RELATED IMPROVEMENTS IN AND BY THE TOWNSHIP OF PEQUANNOCK, IN THE COUNTY OF MORRIS, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$500,000 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE COST THEREOF.

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

Section 1. The improvement described in Section 3(a) of this bond ordinance has heretofore been authorized to be undertaken by the Township of Pequannock, in the County of Morris, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the supplemental amount of \$500,000, such sum being in addition to the \$4,750,000 appropriated therefor by Bond Ordinance #2022-13 of the Township, finally adopted July 12, 2022 (the "Original Bond Ordinance"). Pursuant to N.J.S.A. 40A:2-11(c), no down payment is provided for the cost of the improvement or purpose since the improvement or purpose described in Section 3(a) hereof is being funded through the New Jersey Infrastructure Bank.

Section 2. In order to finance the additional cost of the improvement or purpose, negotiable bonds are hereby authorized to be issued in the principal amount of \$500,000 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. (a) The improvement heretofore authorized and the purpose for the financing of which the bonds are to be issued is the treatment of Wells #1 and #2 and related improvements, including all work and materials necessary therefor and incidental thereto and further including all related costs and expenditures incidental thereto, as described in the Original Bond Ordinance.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is \$5,250,000, including the \$4,750,000 authorized by the Original Bond Ordinance and the \$500,000 bonds or bond anticipation notes authorized herein.

(c) The estimated cost of the improvement or purpose is \$5,250,000, including the \$4,750,000 appropriated by the Original Bond Ordinance and the \$500,000 appropriated herein.

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 bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes mature at such later date in accordance with applicable law. The bond anticipation 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 bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation 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 bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation 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 bond 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 improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Township may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 30 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 \$500,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$850,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement. Of this amount, \$750,000 was estimated for these items of expense in the Original Bond Ordinance and an additional \$100,000 is estimated therefor herein.

Section 7. The Township hereby declares the intent of the Township to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the

proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3 hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond 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 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.

Resolutions

RESOLUTIONS

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving the designated special event permit application (American Legion Post 242 Car Show).

Resolution No. R2025-161

WHEREAS, Chapter 158 of the Township Code requires a permit for any ***Festival Carnival, Exhibition & Show***; and

WHEREAS, applications for the special events designated below have been submitted and reviewed by the proper Township officials and the statutory fee has been waived in accordance with Resolution **R2018-137**; and

WHEREAS, the cost of municipal services in support of the event was waived by the Township Council; and

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The following ***Festival Carnival, Exhibition & Shows*** (Special Event) application(s) is hereby approved:

EVENT	LOCATION	DATE
American Legion Post 242 Car Show	PV Park	October 19 th , 9:00 a.m. – 3:00 p.m.

2. The Township Clerk is directed to issue a license for this special event subject to the requirements outlined in Chapter 158 of the Township Code and to forward a copy of this resolution to the applicant, Police Department, Health Department, Department of Public Works, Zoning Officer and Fire Safety Official.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor



Township of Pequannock

www.peqtwp.org

530 Newark-Pompton Turnpike, Pompton Plains, NJ 07444-1799

Office of the Township Clerk
(973) 835-5700 • Fax: (973) 835-1152

SPECIAL EVENT LICENSE APPLICATION

License Fee: \$100.00

FESTIVALS • CARNIVALS • EXHIBITIONS • SHOWS • RACES • WALK-A-THONS

APPLICATION MUST BE SUBMITTED NOT LESS THAN 45 DAYS PRIOR TO EVENT

SPONSOR: AMERICAN LEGION POST 242

EVENT: CAR SHOW

DAY & DATE: SUNDAY OCTOBER 19TH, 2025 HOURS: 9AM-3PM

LOCATION: PV PARK

ESTIMATED NUMBER OF PARTICIPANTS/ATTENDEES: 200

Include a sketch/drawing which shows the general layout, parking, traffic pattern and areas for trash/recycling.

☐ Check this box if the event is a race or walk-a-thon that will use public streets and include a map that clearly indicates the planned route. Proof of insurance will also be required as outlined in the instructions.

CONTACT INFORMATION. NAME: BILL BRAGA

ADDRESS: 3 SLEEPY HOLLOW CT. PHONE: 973-723-8887

CITY, STATE, ZIP: LINCOLN PARK NJ 07025 EMAIL: bill.braga@yahoo.com

PROPERTY OWNER CONSENT. This section must be completed only if the applicant is not the owner of the property where the activity is to be conducted. A letter of authorization from the property owner may be substituted.

PROPERTY OWNER SIGNATURE: _____

- Has this event received approval in a prior year?..... ☒ YES ☐ NO
- Will the event include live or amplified music?..... ☒ YES ☐ NO
- Will food/drinks be served?..... ☒ YES ☐ NO
- Will alcoholic beverages be served?..... ☐ YES ☒ NO
- Will any raffles be conducted?..... ☐ YES ☒ NO
- Will food be prepared on-site?..... ☒ YES ☐ NO
- Will there be cooking on-site?..... ☒ YES ☐ NO
- Will there be any bonfires, open flames or fireworks?..... ☐ YES ☒ NO
- Will any tents or other temporary structures be used?..... ☐ YES ☒ NO
- Will there be signs announcing the event posted at the event site?..... ☒ YES ☐ NO
- Will there be signs announcing the event posted off-site?..... ☒ YES ☐ NO
- Will there be on-site parking?..... ☒ YES ☐ NO
- Will any existing parking spaces be eliminated for the event?..... ☐ YES ☒ NO

What arrangements will be made for recycling and trash disposal? TRASH WILL BE PROVIDED & REMOVED AFTER THE EVENT

What arrangements will be made for traffic control? WE WILL HAVE VOLUNTEERS DIRECTING THE CARS WHERE TO PARK.

Signature: Will Title: ADJUDANT SAL Date: 7-3-25

FOR OFFICE USE ONLY:	☐ Cash	Rec'd By:	LICENSE NO.
Fee Paid: \$100.00	☐ Check No. _____	Date:	

To Whom It May Concern:

The American Legion Post 242 has filed an application with the Township of Pequannock for a car show to be held on October 19th, 2025 at PV Park. This application will be considered for approval during the meeting of the Township Council scheduled to begin at 7:00PM on August 12th, 2025 in the Municipal Building, 530 Newark Pompton Turnpike, Pompton Plains at which time objections will be heard. The application and supporting documents are available for review in the Township Clerk's office located in the Municipal Building.

Regards,

William Braga

Adjutant SAL

American Legion Post 242

700 Newark Pompton Turnpike

Pompton Plains, NJ 07444

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council confirming the designated memberships in the Pequannock Township Fire Department.

Resolution No. R2025-162

WHEREAS, the designated individuals have applied for membership in the Pequannock Township Fire Department; and

WHEREAS, pursuant to §3.18.050 of the Township Code the applications for membership have been approved by the Township Manager who has recommended the memberships be confirmed by the Township Council.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey, as follows:

1. The following applications for membership in the Pequannock Township Fire Department are hereby confirmed:
Camilla Binay.....Junior Firefighter
Madison Dabice Engine Company 1
2. The Township Clerk is hereby authorized to execute the necessary documents for filing with the Pequannock Township Fire Department.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution of a Quit Claim Deed releasing ownership unit from affordability controls (Block 2202 Lot 2 Qual. C217).

Resolution No. R2025-163

WHEREAS, the Estate of Virginia Bailey is the owner of a condominium unit known as 520 Newark-Pompton Turnpike, Unit 217, Pompton Plains and also known as Block 2202, Lot 2 Qual C217, as shown on the Township Tax Map; and

WHEREAS, on or about September 18, 1987, an Affordable Housing Agreement containing Fair Housing Act deed restrictions (the "Restrictions") were recorded in the Registrar's Office of the Clerk, County of Morris, State of New Jersey, in, respectively, Deed Book 2969 at page 594, in connection with the property identified below (the "Property");

WHEREAS, under the terms of the Agreement and Mortgage, all Restrictions on this unit lapsed on September 18, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute a Quit Claim Deed Releasing Ownership Unit from Affordability Controls in the form attached hereto.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

**QUITCLAIM DEED RELEASING OWNERSHIP
UNIT FROM AFFORDABILITY CONTROLS**

Prepared by: Robert H. Oostdyk, Jr., Esq.

This Deed is made on _____, 2025,

BETWEEN TOWNSHIP OF PEQUANNOCK, a Municipal Corporation of the State of New Jersey
whose address is 530 Newark Pompton Turnpike, Pompton Plains, NJ 07444, referred to as the Grantor,

AND ESTATE OF VIRGINIA BAILEY
whose address was 520 Newark Pompton Turnpike, Unit 217, Pompton Plains, NJ 07444, referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

WHEREAS, on or about September 18, 1987, an Affordable Housing Agreement containing Fair Housing Act deed restrictions (the “Restrictions”) were recorded in the Registrar’s Office of the Clerk, County of Morris, State of New Jersey, in, respectively, Deed Book 2969 at page 594, in connection with the property identified below (the “Property”);

WHEREAS, under the terms of the Agreement and Mortgage, all Restrictions lapsed on or about September 18, 2017.

NOW THEREFORE, and in consideration of One Dollar (\$1.00) in hand received and other good and valuable consideration,

The Grantor grants and forever releases to the Grantee, so that the lands described below may be conveyed free from the encumbrance of the Restrictions, any and all restrictions and claims of the Grantor, upon that certain real property, located in the Municipality of Pequannock, County of Morris, State of New Jersey, more particularly described as:

Being known and designated as Lot 2, Block 2202, Qual. C217, in the municipality of Pequannock, County of Morris, State of New Jersey, and more commonly known as 520 Newark-Pompton Turnpike, Unit 217, Pompton Plains, New Jersey 07444. The property being conveyed to the Grantee herein by Deed dated December 21, 1990 and recorded on January 9, 1991 and recorded with the Morris County Clerk in Book 3391, page 10.

Virginia Bailey died on April 23, 2025

The Grantor has received full consideration from the Grantee.

The Grantor signs this Deed as of the date first above written.

Witnessed by: _____ Township of Pequannock

Carol Marsh, Township Clerk

John Driesse, Mayor

STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:

I CERTIFY that on _____, 2025, CAROL MARSH personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Township of Pequannock, the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is John Driesse, the Mayor of the municipal corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act, duly authorized by a proper resolution of its Governing Body;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00. (Such consideration is defined in N.J.S.A. 46:15-5.)

Sworn and Subscribed to
before me this _____ day
of _____, 2025.

Carol Marsh, Township Clerk

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing \$53,000 Bid Threshold, effective August 12, 2025.

Resolution No. R2025-164

WHEREAS, in accordance with N.J.S.A. 40A:11-3, the State Treasurer of the State of New Jersey has adjusted the bid threshold for awarding contracts pursuant to the Local Public Contract Law and has given local contracting units the ability to increase the bid threshold up to \$53,000 with a Qualified Purchasing Agent; and

WHEREAS, the Township has appointed Adam W. Brewer, Qualified Purchasing Agent in accordance with N.J.A.C. 5:34-5 et seq.; and

WHEREAS, the Township desires to take advantage of the increased bid threshold (\$53,000) and corresponding quotation threshold (15% of \$7,950), which shall become effective on August 12, 2025

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Pequannock, County of Morris, and State of New Jersey as follows:

- 1) That, effective August 12, 2025, the bid threshold is hereby authorized to be increased to \$53,000 in accordance with N.J.A.C. 5:34-5 et seq.

I HEREBY CERTIFY the above to be a true copy of the resolution adopted by the Township Council of the Township of Pequannock, County of Morris and State of New Jersey at a duly convened meeting held on August 12, 2025.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Local Finance Notice

LFN 2025-08

July 7, 2025

Philip D. Murphy
Governor

Tahesha L. Way
Lt. Governor

Jacquelyn A. Suárez
Commissioner

Michael F. Rogers
Director

Contact

Website

www.nj.gov/dca/dlgs

E-mail

dlgs@dca.nj.gov

Phone

609.292.6613

Mail and Delivery

101 South Broad St.
PO Box 803
Trenton, New Jersey
08625-0803

Distribution

Procurement Officials
Chief Financial Officers
Municipal Clerks
Clerks – Boards of
County Commissioners
Authority Officials
Fire District Officials
Auditors

Adjustments to Public Bidding Thresholds and Office of State Comptroller Reporting Thresholds Effective July 1, 2025

Pursuant to N.J.S.A. 40A:11-3(c) and 18A:18A-3(b), the State Treasurer has exercised her authority to adjust bid thresholds for contracting units subject to the Local Public Contracts Law and the Public School Contracts Law. These adjustments became effective on July 1, 2025 and are available on the Division of Purchase and Property's webpage for bid thresholds adjusted by the State Treasurer on a [five-year schedule](#).

For contracting units that have appointed a Qualified Purchasing Agent, pursuant to N.J.S.A 40A:11-9(b) and avail themselves of the related higher bid threshold pursuant to N.J.S.A 40A:11-3 and 18A:18A-3, the maximum bid threshold has been increased from \$44,000 to \$53,000.

If a contracting unit governed by the Local Public Contracts Law (N.J.S.A 40:11-1 et seq.) does not have a Qualified Purchasing Agent, the maximum bid threshold remains at \$17,500. The maximum bid threshold for those contracting units subject to the Public School Contracts Law (N.J.S.A. 18A:18A-1 et seq.) that do not have a Qualified Purchasing Agent has been increased from \$32,000 to \$39,000.

The threshold for soliciting quotations, which is 15% of the bid threshold in accordance with 40A:11-6.1(a) and 18A:18A-37(a), is correspondingly increased. Contracts exceeding the new bid threshold amount are subject to the appropriate requirements of the Local Public Contracts Law and the Public School Contracts Law.

Contracting units should, as appropriate, review their procurement policies and enabling resolutions or ordinances to determine what action, if any, is needed to take advantage of the higher bid and quotation thresholds. For example, where the contracting unit has set fixed amounts, including if resolutions appointing a Qualified Purchasing Agent used fixed threshold amounts, the governing body may take action to adjust the bid and quotation threshold amounts. Contracting units may elect to set their bid thresholds at a lower amount.

The following table summarizes the current Local Public Contracts Law and Public School Contracts Law thresholds:

	Bid Threshold	Quotation Threshold
LPCL Units without QPAs	\$17,500	\$2,625
PSCL Units without QPAs	\$39,000	\$5,850
LPCL & PSCL Units with QPAs	\$53,000	\$7,950

Other Bid Threshold Adjustments

Two exceptions to the above-referenced bid threshold amounts involve road contracts subject to N.J.S.A. 27:2-1 or N.J.S.A. 27:16-16. N.J.S.A. 27:2-1 applies to when “the cost of constructing, reconstructing, or resurfacing any State, county or municipal road, street or highway, or portion thereof, will exceed [the bid threshold],” while N.J.S.A. 27:16-16 applies to the expansion of a county road to its authorized or full width for the accommodation of public travel. The odd-year bid threshold adjustment formula that was in effect prior to P.L. 1999, c. 440 for all contracting units still applies to the above-referenced road projects for which, as of July 1, 2025, the applicable bid threshold is \$24,200.

Effective July 1, 2025, the bid threshold for public school student transportation contracts as calculated pursuant to N.J.S.A. 18A:39-3 is also \$24,200.

Effective July 1, 2025, the bid threshold for county colleges pursuant to N.J.S.A. 18A:64-54 of the County College Contracts Law is \$44,900.

Effective July 1, 2025, the State College Contracts Law public works bid threshold pursuant to N.J.S.A. 18A:64-54 is \$42,600 while the non-public works bid threshold is \$119,800.

The above-referenced bid thresholds are listed on the Division of Purchase and Property’s webpage for bid thresholds adjusted by the State Treasurer on a [two-year schedule](#).

Pay-to-Play

The “pay to play” threshold remains at \$17,500.

Sections 11 and 12 of the Elections Transparency Act, enacted in 2023, amended N.J.S.A. 19:44A-20.4 and 20.5, respectively, to clarify that the governing body of a municipality or county (or any agency or instrumentality thereof) may delegate the authority to award a contract having an anticipated value in excess of \$17,500, but below the increased bid threshold of a Local Public Contracts Law contracting unit with a qualified purchasing agent (i.e. a “window contract”), to the Qualified Purchasing Agent. This delegation of authority should be incorporated into the resolution adopted pursuant to N.J.S.A. 40A:11-3 increasing the contracting unit’s bid threshold.

Please review [Local Finance Notice 2023-14](#) for further information on the Elections Transparency Act’s changes to the Pay-to-Play law.

Adjustment of Reporting Thresholds to the Office of the State Comptroller

Pursuant to N.J.S.A 52:15C-10(d), the Office of the State Comptroller, after consultation with the Department of the Treasury, has exercised its statutory authority to adjust the threshold amounts set forth in N.J.S.A 52:15C-10 (a) and (b).

Accordingly, as of July 1, 2025, all “contracting units” as defined pursuant to N.J.S.A. 52:15C-10(a) shall notify the State Comptroller of contracts that meet or exceed the [following thresholds](#):

(1) For contracts involving consideration or an expenditure of more than \$3,000,000, but less than \$15,200,000, no later than 20 business days after the contract award;

(2) For contracts involving consideration or an expenditure of \$15,200,000 or more, at the earliest time practicable as the contracting unit commences the procurement process, but no later than the time the contracting unit commences preparation of: any bid specification or request for proposal; concession offering; proposal to purchase, sell, or lease real estate; or other related activities and contracts, but not less than 30 days prior to public advertisement or other public or private solicitation; and

(3) For contracts issued pursuant to an emergency or public exigency involving consideration or an expenditure of more than \$3,000,000, no later than 30 business days after the award of a contract.

Updated contract submission forms are available on the State Comptroller’s Procurement [website](#).

An updated table of all current threshold amounts is attached to this notice in the Appendix below, with a pdf version also available on the DLGS [Local Public Contracts Law webpage](#).

Please distribute copies of this Notice to any staff dealing with public purchasing. Email LPCL@dca.nj.gov with any questions regarding the updated bid thresholds and contracts@osc.nj.gov for questions regarding the updated State Comptroller reporting thresholds.

Approved: Michael F. Rogers, Director

Document	Internet Address
State Treasury – Adjusted Bid Thresholds (2 Year)	https://www.nj.gov/treasury/purchase/adjpubbid052yr.shtml
State Treasury – Adjusted Bid Thresholds (5 Year)	https://www.nj.gov/treasury/purchase/adjpubbid05.shtml
LFN 2023-14	https://www.nj.gov/dca/dlgs/lfns/2023/2023-14.pdf
OSC Notice of Adjustment to Contract Review Thresholds	https://nj.gov/comptroller/about/work/contracting/docs/OSC_Threshold_Adjustment.pdf
Contract Submission - OSC Procurement Div.	https://nj.gov/comptroller/about/work/contracting/contracts.shtml
Contracting Thresholds	https://www.nj.gov/dca/dlgs/programs/lpcl_docs/Contracting%20Threshold%20Tables.pdf
LFN 2024-18	https://www.nj.gov/dca/dlgs/lfns/2024/2024-18.pdf

CONTRACTING THRESHOLD TABLE

Public Bidding Thresholds under the Local Public Contracts Law and Public School Contracts Law*		
N.J.S.A. 40A:11-3(a) and (c); 18A:18A-3(a) and (c)	LPCL	PSCL
Bid threshold with a QPA**	\$53,000	\$53,000
Quote threshold with a QPA (15% of bid threshold)	\$7,950	\$7,950
Bid threshold without a QPA	\$17,500	\$39,000
Quote threshold without a QPA (15% of bid threshold)	\$2,625	\$5,850

***Thresholds are effective as of July 1, 2025**

****Qualified Purchasing Agent - N.J.S.A. 40A:11-9(b) and N.J.A.C. 5:32-4.**

Related Bid Thresholds		
Statutory Reference	Description	Current Threshold*
18A:39-3	School Districts, Boards of Education for Transporting Pupils	\$24,200
27:2-1	State, County, Municipal Contracts for Work on Public Thoroughfares (paving)	\$24,200
27:16-16	County Road Improvements	\$24,200
40:68-48	Local Government – Beach Erosion Control Districts Waterfront Improvements	\$24,200
18A:64A-25.3	County Colleges	\$44,900
18A:64-54	State College Contracts Law (Public Works)	\$42,600
18A:64-54	State College Contracts Law (Non-Public Works)	\$119,800

***Current as of July 1, 2025**

Prevailing Wage Thresholds			
Statutory Reference	Description	Prior Threshold	Current Threshold*
34:11-56.25	Prevailing Wage for Municipalities (5-year cycle 2024-2029)	\$16,263	\$19,375
34:11-56.25	Prevailing Wage for All Other Contracting Units	\$2,000	\$2,000

*Current as of July 1, 2024 (See [Local Finance Notice 2024-18](#))

Office of State Comptroller Reporting Thresholds			
Description	Prior Threshold	Current Threshold*	Reporting Time-frame
Contracts involving consideration or expenditures of:	\$2,500,000 To \$12,500,000	\$3,000,000 To \$15,200,000	20 business days <u>after</u> contract awarded
	Above \$12,500,000	Above \$15,200,000	30 business days <u>prior</u> to public advertisement or other Public/Private Solicitation
Contracts issued pursuant to an Emergency or Public Exigency	More than \$2,500,000	More than \$3,000,000	No later than 30 business days <u>after</u> contract awarded

*Current as of July 1, 2025 for all “contracting units”

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the execution of Agreements between the Township of Pequannock and the New Jersey Department of Transportation necessitated by the Rt. 23 Improvement Project being undertaken by the State of New Jersey.

Resolution No. R2025-165

WHEREAS, as a result of the Route 23 Improvement Project being undertaken by the State of New Jersey there is a need to address potential issues related to Township utilities in the State right of way which may be impacted by the Project and setting forth the obligations of the State and the Township in protecting Township utilities during construction; and

WHEREAS, it is necessary to formally execute amendments to previously agreed upon, but not fully executed, Utility Agreements from prior to July 1, 2017 between the NJ DOT and Pequannock Township Water Department; and

WHEREAS, there is also a need to execute new agreements in the current NJDOT approved form between the Pequannock Township Water Department and NJ DOT.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris and State of New Jersey, that the Township Manager is hereby authorized to execute the following agreements or amendments on behalf of the Township of Pequannock/Pequannock Township Water Department between the Pequannock Township Water Department and New Jersey Department of Transportation:

UECAMUN-03 – Public Works, in the form attached hereto.

UECAMUN-03 (amendment) in the form attached hereto.

UECAMUN-04 – Water, in the form attached hereto.

UECAMUN-04 (amendment) in the form attached hereto.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

UECAMUN (3-15-2023) Work done by Municipality or their Contractor

Route 23, Alexander Ave to Highland Ave
Pequannock Township, Riverdale Borough
Morris County
Pequannock Township Public Works Dept.
UECA-03-Rt 23, Alexander Ave-233870
UPC Code: 233870
Contract ID No.: 25-16029

THIS AGREEMENT made this _____ day of _____, _____, between the COMMISSIONER OF TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the Pequannock Township Public Works Dept., hereinafter called the "Utility".

WHEREAS, State is about to undertake the design and construction of Rt 23, Alexander Ave to Highland Ave located in Pequannock Township and Riverdale Borough, Morris County, hereinafter called the "Project"; and

WHEREAS, the Project may require the protection, relocation and/or adjustment of facilities of the existing Sewer system which is owned and operated by the Utility; and

WHEREAS, Utility's legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, Utility is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities within Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable.

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained, agree as follows:

- (1) The State and Utility shall cooperate in developing plans and cost estimates for their respective work necessitated by the Project.
- (2) The Utility shall designate a responsible representative to coordinate its effort with those of the State.
- (3) The State will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the State's contract plans and specifications for the Project.
- (4) The State will authorize and reimburse the Utility for its actual costs incurred for design, protection, relocation or adjustment of its existing facilities necessary to accomplish the Project.
- (5) The Utility's preliminary engineering design costs incurred for correspondence, meetings and exchanges of engineering information are eligible for reimbursement and the State will accept billing of these costs after this Agreement is fully executed and issued.
- (6) The Utility shall disclose and verify its existing facilities at no cost to State within the Project limits identifying the facility type, size and operating potentials.

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- (7) The State will indicate the existing and proposed utility facilities in State's contract documents for the Project.
- (8) When the State proceeds to develop the Project plans, the State and Utility shall jointly identify potential conflicts between the Utility's facilities and the Project, and shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project.
- (9) Subsequent to the development of the above scheme with the approval of the State and concurrence of the Utility, the State will issue a "Utility Owner Design Authorization (Check List)" describing the utility work and authorizing the Utility to proceed with the Utility's final design effort including plans, estimates, and schedules necessary to protect, relocate, and/or rearrange facilities in concert with the Project, and submit them to the State's Project Designer for incorporation into the State's Project contract documents.
- (10) After receipt of the Utility's plans, estimates and schedules, the State will develop a "Utility Agreement Modification", which may include a Utility Agreement Plan, schedules, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State.
- (11) The State in the person of the Executive Regional Manager Team D (NJDOT), will issue a Utility Agreement Modification for anticipated work authorizing Utility Owner construction when the Project is approved for construction.
- (12) The purpose of this Agreement is to cover all the required utility facility protection, relocation, and rearrangement work necessitated by the Project; however, it is agreed that the State in the person of the Executive Regional Manager Team D (NJDOT), will issue modifications to this Agreement to cover unanticipated work, resulting from Project activities and/or field conditions.
- (13) State will supply the Utility with a copy of the contract plans and specifications when the Project is advertised.
- (14) The State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon; (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. All such invoices shall be submitted to the State within sixty (60) days of this request. The State may not accept invoices for payment submitted after the sixty (60) day period.
- (15) All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items and inspection responsibility shall be in accordance with the Memorandum Of Record dated January 10, 2013, entitled: "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public

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Utility Work", and in accordance with the Federal Regulations 23 CFR 645, Subpart A and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Billing shall be based on accounting methods used by the Utility in conformity with the system of accounts adopted and prescribed by the Division of Local Government Services of the State of New Jersey. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.

- (16) The Utility will comply with the Buy America Federal Regulation requirements U.S.C. 313 and 23 CFR 635.410, for all steel and iron materials furnished by the Utility and its Subcontractors for permanent incorporation in this Project. Under this requirement, all manufacturing processes for steel and iron products shall occur in the United States including all melting, rolling, extruding, machining, bending, grinding, drilling and coating. The Utility Company shall submit a Buy America Commitment letter at the time of execution of this Agreement affirmatively stating that the Utility is committed to complying with all the requirements of the Buy America Federal Regulations. The State reserves the right to audit such records at the completion of the Project. The lack of these documents will be justification for rejection of the steel and/or iron product thus resulting in nonpayment for all work performed by the Utility.

With the Final Construction Invoice submission, the Utility shall submit a "Buy America Certification of Compliance" certifying that:

All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron that was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material.

Or if any material does not comply with these requirements, the Utility will indicate what material does not comply. The State may require the Utility to remove and replace material that does not comply with the Buy America requirements, at no expense to the Department and may deny the Utility reimbursement for all the relocation costs incurred by the Utility.

- (17) The Utility shall perform the work, specified herein, with its own forces wherever possible and only have that portion of the work performed by a consultant or contractor that the Utility is not adequately staffed or equipped to perform with its own forces. When the Utility is unable to perform the work with its own forces and intends to engage a contractor, the Utility must obtain the State's approval of the contractor prior to its commencing any of the required work.
- (18) The intention of this Agreement is that facilities which are removed, relocated, or disrupted will be replaced in such a manner that shall result in services being restored to the status and degree of use as existed prior to said changes.
- (19) The design of utility facilities intended to be constructed by the State for the Utility shall be approved by the Utility before the State includes such facilities in the State's contract documents before the Project is advertised.

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- (20) In no case will the State pay for betterment of facilities unless specifically set forth in this Agreement, or subsequent Utility Agreement Modifications thereto nor will the State pay any costs for work performed for the sole benefit or convenience of the Utility, the State's contractor, or the Utility's contractor.
- (20) Utility facilities constructed under the terms of this Agreement shall become the sole property of the Utility and the Utility shall be solely responsible for their operation, repair, and maintenance.
- (21) The Utility shall obtain such "permits" from parties other than the Department of Transportation, as may be necessary for the work authorized herein, and this Agreement in no way relieves the Utility from this responsibility. However, for any work within the highway right-of-way where environmental permits are required, the Department of Transportation will include within its applications for such environmental permits, permission to progress the required utility relocation work. It is further understood that should the Utility desire to install additional facilities, at a future date within the highway right-of-way, the Utility shall obtain the appropriate Utility Permit from the authority having jurisdiction over the highway. This Agreement is the Utility Permit for the work authorized herein.
- (22) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the State will be responsible for personal injuries and property damage caused by the actions of the State, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (23) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the Utility will be responsible for personal injuries and property damage caused by the actions of the Utility, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (24) The State has estimated the Utility's engineering costs for the Project and will adjust these costs to reflect the actual costs incurred by the Utility by issuing the appropriate Utility Agreement Modification.
- (25) The Utility's engineering costs incurred for the Project are eligible for reimbursement as of May 28, 2025, and are estimated to be \$5,000.00.

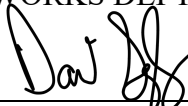
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

ATTEST:

PEQUANNOCK TOWNSHIP PUBLIC
WORKS DEPT.

By: 

Name:

Name: David Seugling

Title:

Title: Director of Public Works

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

By: _____

Anika James, Secretary
Department of Transportation

Tina M. Shutz, Director
Capital Program Support

Date: _____

This aforementioned Agreement has been
reviewed and approved as to form.

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

Recommended:

By: _____

Frozan Zamir Najem,
Project Management Specialist 3
Team D

Nonee Lee Wagner
Deputy Attorney General

Date: _____

Date:

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THIS AMENDMENT AGREEMENT made this _____ day of _____, between **COMMISSIONER of TRANSPORTATION**, acting for and in the name of the **STATE OF NEW JERSEY**, hereinafter called the "State", and the Pequannock Township Public Works Dept., hereinafter called the "Utility".

WHEREAS, the State and Utility have already "agreed upon but not fully executed a Utility Agreement before July 1, 2017"; and

WHEREAS, the State has determined that federal financial assistance or grants have been or will be expended in the design and construction of this Project, and;

WHEREAS, as of July 1, 2017, 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II are mandated to be part of any procurement based on federal financial assistance; and

WHEREAS, 2 C.F.R. 200 requires other federal regulations to be followed and adhered to in construction projects using federal financial assistance; and

WHEREAS, before entering into additional phases of the Utility's work, an amendment to the original agreement must be executed;

WHEREAS, the Utility is owned by Pequannock Township and as such must follow the Pequannock Township procurement laws and policies;

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained agree as follows:

GENERAL CONDITIONS

- (1) The agreed upon but unexecuted agreement before July 1, 2017 is being executed simultaneous with this Amendment.

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- (2) The previous Agreement is superseded to the extent that it conflicts with the Amendment, all non-conflicting provisions shall remain in full force and effect.

AMENDMENTS

- (3) This paragraph amends UECAMUNS paragraph 10.

After receipt of the Utility's plans, estimates, and schedules, the State will develop a "Utility Agreement Modification". The Utility Agreement Modification, may include a Utility Agreement Plan, but it will set forth in detail the proposed Scope of Work to be performed by the Utility, the anticipated schedules, estimates (including overhead rates for the Utility and any subconsultants or subcontractors to be hired by the Utility to perform the work), project duration and benchmarks, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State. Separate Utility Agreement Modifications can be performed for the design work and the construction work if a Utility is contracting with firms outside of the Utility

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to consult with the State in the Preliminary Design process. If the construction is to be performed by the State's Contractor, the Utility Modification will indicate within the Scope of Work any duties of inspection or verification being retained by the Utility.

- (4) This paragraph amends UECAMUNS paragraph 14.

State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon: (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. Final construction invoice shall be submitted along with the Certificate of Compliance (DC17U). (Exhibit 1). All such invoices shall be submitted to the State monthly and the State shall not accept invoices for payment submitted after a sixty (60) day period. In no event will the State reimburse the Utility for costs not included in invoices submitted to the State after the sixty (60) days period following notice. In compliance with 2 C.F.R. 200.309,

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the Utility shall not charge to this Agreement costs incurred after the period of performance of the project.

- (5) This paragraph amends UECAMUNS paragraph 15. All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items, and inspection responsibility shall be in accordance with the Memorandum of Record dated January 10, 2013, entitled "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the federal regulations at 23 C.F.R. Subpart A and 2 C.F.R. 200 Subpart E and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same

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are hereinafter specified in description of items and the cost summary.

- (6) This paragraph also amends UECAMUNS paragraph 14.

The State, FHWA, or their agents, shall be entitled to perform an audit at the following times: during the performance of the work or during a period of up to three years after project close out. All State audit procedures shall be in conformance with State Grant Compliance Supplement; and Treasury Circular 07-07-OMB; and New Jersey Treasury Circular OMB-15-08-OMB "Single Audit Policy for Subrecipients of Federal Grants, State Grants, and State Aid."

- (7) This paragraph also amends UECAMUNS paragraph 14.

The Utility acknowledges that changes in payment due to the Utility resulting from audits performed by the State shall be made as follows:

A. In the event of overpayment by the State, the Utility shall refund the amount of such overpayment within thirty days of the request by the State. In the event

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the Utility fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Utility under the terms of this Agreement or any other agreement between the State and the Utility. Furthermore, the Utility expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Utility from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

B. In the event of underpayment by the State, the State shall pay sufficient funds to the Utility to correct the underpayment as soon as is practicable.

C. The Utility shall include in the Final Invoice the following release clause:

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"In consideration of the requested payment of this Final Invoice, the (Utility) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement."

- (8) This paragraph amends UECAMUNS paragraph 14. Payment to the Utility for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Utility to underpayments based upon adjustments disclosed by said audits.
- (9) This paragraph amends UECAMUNS paragraph 14. Closeout Reports. The Utility shall submit a Project Closeout report no later than 90 days after the period of performance end date. The report will be in a form satisfactory to the

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State and shall, at a minimum, comply with the requirements of 2 C.F.R. 200.343 and allow the State to comply as well.

(10) NEW PARAGRAPH. The State may, in its sole discretion terminate this agreement for cause or for convenience pursuant to the Standard Specification or if the State, USDOT or FHWA determined that termination of this Agreement is in the public interest.

(11) NEW PARAGRAPH. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, 2 C.F.R. 200.216; 2 C.F.R. 200 Appendix II; and current NJDOT Specifications 106.01 and 106.03 requires Utility and any of its procured consultants and contractors (all tiers) to comply with all prohibitions of telecommunications products or video surveillance services therein.

PROCUREMENT REQUIREMENTS FOR UTILITY AND ITS SUBCONTRACTS

(12) As the Utility is wholly owned and operated by a political subdivision of the State, all procurements shall abide by the expressed Federal, State, and local requirements dealing with conflicts of interest in procurement. Utility,

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if using its personnel to perform in whole or in part this Agreement, shall follow all Federal, State, and local laws relating to discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (13) If the Utility will be publicly bidding for contractors to perform the work contained in this Agreement and its Amendments and any Utility Agreement Modification, Utility shall exchange for review and approval all bid documents prior to advertisement for review and conformance with the Procurement requirements expressed herein. Bidding procedures shall conform to the current Standard Specification for Bridge and Road Construction and any Baseline Document Changes ("BDC") and Special Provisions as designated by the State, incorporated herein by reference. The State or FHWA shall have the authority to accept or reject the proposed documents for bidding on the basis of this Agreement and Amendment and the procedures

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of the Standard Specifications, Baseline Document Changes,
and Special Provisions.

- (14) In order to be a recipient of federal financial assistance, the State must comply with all of the federal requirements, as applicable, to the type of work performed by the State, and in turn the Utility performing work on behalf of the State. This list is attached at Exhibit 2.
- (15) If the Utility is assisting in the preparation of plans and specifications during the engineering phases of the Project, the Utility is subject to these provisions in obtaining a subconsultant to perform the work.
- (16) If the Utility will only provide inspections, and will not subcontract for that work, the Utility is responsible for the compliance with all applicable federal, state and local laws.
- (17) If the Utility is obtaining engineering or design services as a consultant, Utility will abide by the Brooks Act (40 U.S.C. §§ 1101-1104) as implemented in 23 U.S.C. 112(b)(2)

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or equivalent qualifications based requirements as approved by State or FHWA.

(18) If the Utility is not performing the construction work under this Agreement, the State is obligated to comply with all applicable federal procurement procedures in obtaining its contract to perform the work contained in this Agreement.

(19) If the Utility is performing engineering or construction work with the aid of subcontractors or subconsultants under this Agreement with estimates and reimbursements under the appropriate Utility Agreement Modification, Utility shall include in any solicitation for bids, Requests for Proposals of work, or materials as negotiated:

"The Recipient (State), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

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afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

(20) Utility will comply with the parameters of 49 C.F.R. Part 26, Disadvantaged Business Enterprises Program, in its procurement of subcontractors and subconsultants to make all applicable good faith efforts. Requirements are set forth at Exhibit 3.

(21) If after the scope of work is determined and a Disadvantaged Business Enterprises goal ("DBE goal") is established by the State's DBE unit, the individual DBE goal shall be listed in the Utility Agreement Modification relating to the engineering or construction work for which the goal is being established. If it is determined that the DBE goal is 0%, the DBE goal shall still be listed in the Utility Agreement Modification.

(22) State, as a requirement of receiving federal financial assistance, is obligated to require Utility to abide by

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and include in any contracts by the Utility with its subcontractors and subconsultants the attached Exhibit 4 and Exhibit 5.

(23) Bonding and insurance requirements shall be set forth in the Utility Modification Agreement based on the type of Project, estimated costs, whether work is to be constructed by the Utility, and whether or not the Utility is self-insured.

(24) After July 1, 2017, State became responsible to include every engineering and construction contract and its grants the requirements of 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II. Utility shall be responsible for the compliance with these federal regulatory provisions and comply by following:

A. Federal Mandatory Equal Opportunity Language on Federal Aid Project, Authority Subject to 41 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II.
(Exhibit 6).

B. Federal Form 1273, Prevailing Wage (Exhibit 7) and Supplementary State Provisions at Exhibit 8.

C. If any federal funds subject to 37 C.F.R. §401.2 are used to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

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developmental, or research work under that "funding agreement" the Utility must comply with the requirements of 37 C.F.R. part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal agency or State.

- D. In addition to the Debarment and Suspension requirements of the System for Award Management and the New Jersey List of Debarred Contractors as explained in Form 1273, Utility shall follow Exhibit 8.
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and requirements of submission of documents to State at Exhibit 9.
- F. If materials used in performance of this contract are listed on the Procurement of Recovered Materials at 2 C.F.R. 200.322, Utility shall comply with all requirements therein.

(25) Utility shall also comply with the requirements of the State's receipt of federal financial assistances concerning:

- A. State of New Jersey Treasury Circular 07-05-OMB, Grant Agreements and Agency Contracts incorporated by reference herein. Any federal statutes or regulations that conflict with this circular shall control.
- B. Department of Transportation Code of Vendor Ethics

(26) The Utility shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the

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availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the Agreement by the Department or in event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement/ Utility Modification Agreement in no event be construed as a commitment by the Department to expend funds beyond the termination date/Project completion date set in the Agreement/Utility Modification Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

CERTIFICATION

I hereby certify that I am an authorized representative of the Utility and have all necessary authority to execute this Agreement and to bind the Utility to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Utility.

ATTEST:

PEQUANNOCK TOWNSHIP PUBLIC WORKS
DEPT.

BY: _____
Name:
Title:

BY: 
Name: David Seugling
Title: Director of Public Works

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF
TRANSPORTATION

By: _____
Anika James
Department of Transportation
DATE:

BY: _____
Tina M. Shutz, Director
Capital Program Support

Recommended:

This aforementioned Agreement has
been reviewed and APPROVED AS TO FORM:

Frozan Zamir Najem
Project Management Specialist 3,
DPM, Team D

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

DATE: _____

By: _____

Nonee Lee Wagner
Deputy Attorney General

DATE: _____

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Pequannock Township Water Department
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UPC Code: 233870
Contract ID No.: 25-16030

THIS AGREEMENT made this _____ day of _____, _____, between the COMMISSIONER OF TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the Pequannock Township Water Department, hereinafter called the "Utility".

WHEREAS, State is about to undertake the design and construction of Rt 23, Alexander Ave to Highland Ave located in Pequannock Township and Riverdale Borough, Morris County, hereinafter called the "Project"; and

WHEREAS, the Project may require the protection, relocation and/or adjustment of facilities of the existing Water system which is owned and operated by the Utility; and

WHEREAS, Utility's legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, Utility is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities within Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable.

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained, agree as follows:

- (1) The State and Utility shall cooperate in developing plans and cost estimates for their respective work necessitated by the Project.
- (2) The Utility shall designate a responsible representative to coordinate its effort with those of the State.
- (3) The State will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the State's contract plans and specifications for the Project.
- (4) The State will authorize and reimburse the Utility for its actual costs incurred for design, protection, relocation or adjustment of its existing facilities necessary to accomplish the Project.
- (5) The Utility's preliminary engineering design costs incurred for correspondence, meetings and exchanges of engineering information are eligible for reimbursement and the State will accept billing of these costs after this Agreement is fully executed and issued.
- (6) The Utility shall disclose and verify its existing facilities at no cost to State within the Project limits identifying the facility type, size and operating potentials.

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- (7) The State will indicate the existing and proposed utility facilities in State's contract documents for the Project.
- (8) When the State proceeds to develop the Project plans, the State and Utility shall jointly identify potential conflicts between the Utility's facilities and the Project, and shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project.
- (9) Subsequent to the development of the above scheme with the approval of the State and concurrence of the Utility, the State will issue a "Utility Owner Design Authorization (Check List)" describing the utility work and authorizing the Utility to proceed with the Utility's final design effort including plans, estimates, and schedules necessary to protect, relocate, and/or rearrange facilities in concert with the Project, and submit them to the State's Project Designer for incorporation into the State's Project contract documents.
- (10) After receipt of the Utility's plans, estimates and schedules, the State will develop a "Utility Agreement Modification", which may include a Utility Agreement Plan, schedules, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State.
- (11) The State in the person of the Executive Regional Manager Team D (NJDOT), will issue a Utility Agreement Modification for anticipated work authorizing Utility Owner construction when the Project is approved for construction.
- (12) The purpose of this Agreement is to cover all the required utility facility protection, relocation, and rearrangement work necessitated by the Project; however, it is agreed that the State in the person of the Executive Regional Manager Team D (NJDOT), will issue modifications to this Agreement to cover unanticipated work, resulting from Project activities and/or field conditions.
- (13) State will supply the Utility with a copy of the contract plans and specifications when the Project is advertised.
- (14) The State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon; (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. All such invoices shall be submitted to the State within sixty (60) days of this request. The State may not accept invoices for payment submitted after the sixty (60) day period.
- (15) All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items and inspection responsibility shall be in accordance with the Memorandum Of Record dated January 10, 2013, entitled: "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public

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Utility Work", and in accordance with the Federal Regulations 23 CFR 645, Subpart A and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Billing shall be based on accounting methods used by the Utility in conformity with the system of accounts adopted and prescribed by the Division of Local Government Services of the State of New Jersey. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.

- (16) The Utility will comply with the Buy America Federal Regulation requirements U.S.C. 313 and 23 CFR 635.410, for all steel and iron materials furnished by the Utility and its Subcontractors for permanent incorporation in this Project. Under this requirement, all manufacturing processes for steel and iron products shall occur in the United States including all melting, rolling, extruding, machining, bending, grinding, drilling and coating. The Utility Company shall submit a Buy America Commitment letter at the time of execution of this Agreement affirmatively stating that the Utility is committed to complying with all the requirements of the Buy America Federal Regulations. The State reserves the right to audit such records at the completion of the Project. The lack of these documents will be justification for rejection of the steel and/or iron product thus resulting in nonpayment for all work performed by the Utility.

With the Final Construction Invoice submission, the Utility shall submit a "Buy America Certification of Compliance" certifying that:

All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron that was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material.

Or if any material does not comply with these requirements, the Utility will indicate what material does not comply. The State may require the Utility to remove and replace material that does not comply with the Buy America requirements, at no expense to the Department and may deny the Utility reimbursement for all the relocation costs incurred by the Utility.

- (17) The Utility shall perform the work, specified herein, with its own forces wherever possible and only have that portion of the work performed by a consultant or contractor that the Utility is not adequately staffed or equipped to perform with its own forces. When the Utility is unable to perform the work with its own forces and intends to engage a contractor, the Utility must obtain the State's approval of the contractor prior to its commencing any of the required work.
- (18) The intention of this Agreement is that facilities which are removed, relocated, or disrupted will be replaced in such a manner that shall result in services being restored to the status and degree of use as existed prior to said changes.
- (19) The design of utility facilities intended to be constructed by the State for the Utility shall be approved by the Utility before the State includes such facilities in the State's contract documents before the Project is advertised.

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- (20) In no case will the State pay for betterment of facilities unless specifically set forth in this Agreement, or subsequent Utility Agreement Modifications thereto nor will the State pay any costs for work performed for the sole benefit or convenience of the Utility, the State's contractor, or the Utility's contractor.
- (20) Utility facilities constructed under the terms of this Agreement shall become the sole property of the Utility and the Utility shall be solely responsible for their operation, repair, and maintenance.
- (21) The Utility shall obtain such "permits" from parties other than the Department of Transportation, as may be necessary for the work authorized herein, and this Agreement in no way relieves the Utility from this responsibility. However, for any work within the highway right-of-way where environmental permits are required, the Department of Transportation will include within its applications for such environmental permits, permission to progress the required utility relocation work. It is further understood that should the Utility desire to install additional facilities, at a future date within the highway right-of-way, the Utility shall obtain the appropriate Utility Permit from the authority having jurisdiction over the highway. This Agreement is the Utility Permit for the work authorized herein.
- (22) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the State will be responsible for personal injuries and property damage caused by the actions of the State, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (23) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the Utility will be responsible for personal injuries and property damage caused by the actions of the Utility, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (24) The State has estimated the Utility's engineering costs for the Project and will adjust these costs to reflect the actual costs incurred by the Utility by issuing the appropriate Utility Agreement Modification.
- (25) The Utility's engineering costs incurred for the Project are eligible for reimbursement as of May 28, 2025, and are estimated to be \$5,000.00.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

ATTEST:

PEQUANNOCK TOWNSHIP WATER
DEPARTMENT

By: 

Name:
Title:

Name: David Seugling
Title: Director of Public Works

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

By: _____

Anika James, Secretary
Department of Transportation

Tina M. Shutz, Director
Capital Program Support

Date: _____

This aforementioned Agreement has been
reviewed and approved as to form.

Recommended:

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

By: _____

Frozan Zamir Najem,
Project Management Specialist 3
Team D

Nonee Lee Wagner
Deputy Attorney General

Date:

Date: _____

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THIS AMENDMENT AGREEMENT made this _____ day of _____, between **COMMISSIONER of TRANSPORTATION**, acting for and in the name of the **STATE OF NEW JERSEY**, hereinafter called the "State", and the Pequannock Township Water Department, hereinafter called the "Utility".

WHEREAS, the State and Utility have already "agreed upon but not fully executed a Utility Agreement before July 1, 2017"; and

WHEREAS, the State has determined that federal financial assistance or grants have been or will be expended in the design and construction of this Project, and;

WHEREAS, as of July 1, 2017, 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II are mandated to be part of any procurement based on federal financial assistance; and

WHEREAS, 2 C.F.R. 200 requires other federal regulations to be followed and adhered to in construction projects using federal financial assistance; and

WHEREAS, before entering into additional phases of the Utility's work, an amendment to the original agreement must be executed;

WHEREAS, the Utility is owned by Pequannock Township and as such must follow the Pequannock Township procurement laws and policies;

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained agree as follows:

GENERAL CONDITIONS

- (1) The agreed upon but unexecuted agreement before July 1, 2017 is being executed simultaneous with this Amendment.

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- (2) The previous Agreement is superseded to the extent that it conflicts with the Amendment, all non-conflicting provisions shall remain in full force and effect.

AMENDMENTS

- (3) This paragraph amends UECAMUNS paragraph 10.

After receipt of the Utility's plans, estimates, and schedules, the State will develop a "Utility Agreement Modification". The Utility Agreement Modification, may include a Utility Agreement Plan, but it will set forth in detail the proposed Scope of Work to be performed by the Utility, the anticipated schedules, estimates (including overhead rates for the Utility and any subconsultants or subcontractors to be hired by the Utility to perform the work), project duration and benchmarks, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State. Separate Utility Agreement Modifications can be performed for the design work and the construction work if a Utility is contracting with firms outside of the Utility

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to consult with the State in the Preliminary Design process. If the construction is to be performed by the State's Contractor, the Utility Modification will indicate within the Scope of Work any duties of inspection or verification being retained by the Utility.

- (4) This paragraph amends UECAMUNS paragraph 14.

State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon: (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. Final construction invoice shall be submitted along with the Certificate of Compliance (DC17U). (Exhibit 1). All such invoices shall be submitted to the State monthly and the State shall not accept invoices for payment submitted after a sixty (60) day period. In no event will the State reimburse the Utility for costs not included in invoices submitted to the State after the sixty (60) days period following notice. In compliance with 2 C.F.R. 200.309,

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the Utility shall not charge to this Agreement costs incurred after the period of performance of the project.

- (5) This paragraph amends UECAMUNS paragraph 15. All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items, and inspection responsibility shall be in accordance with the Memorandum of Record dated January 10, 2013, entitled "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the federal regulations at 23 C.F.R. Subpart A and 2 C.F.R. 200 Subpart E and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same

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are hereinafter specified in description of items and the cost summary.

- (6) This paragraph also amends UECAMUNS paragraph 14.

The State, FHWA, or their agents, shall be entitled to perform an audit at the following times: during the performance of the work or during a period of up to three years after project close out. All State audit procedures shall be in conformance with State Grant Compliance Supplement; and Treasury Circular 07-07-OMB; and New Jersey Treasury Circular OMB-15-08-OMB "Single Audit Policy for Subrecipients of Federal Grants, State Grants, and State Aid."

- (7) This paragraph also amends UECAMUNS paragraph 14.

The Utility acknowledges that changes in payment due to the Utility resulting from audits performed by the State shall be made as follows:

A. In the event of overpayment by the State, the Utility shall refund the amount of such overpayment within thirty days of the request by the State. In the event

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the Utility fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Utility under the terms of this Agreement or any other agreement between the State and the Utility. Furthermore, the Utility expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Utility from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

B. In the event of underpayment by the State, the State shall pay sufficient funds to the Utility to correct the underpayment as soon as is practicable.

C. The Utility shall include in the Final Invoice the following release clause:

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"In consideration of the requested payment of this Final Invoice, the (Utility) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement."

- (8) This paragraph amends UECAMUNS paragraph 14. Payment to the Utility for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right of the Utility to underpayments based upon adjustments disclosed by said audits.
- (9) This paragraph amends UECAMUNS paragraph 14. Closeout Reports. The Utility shall submit a Project Closeout report no later than 90 days after the period of performance end date. The report will be in a form satisfactory to the

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State and shall, at a minimum, comply with the requirements of 2 C.F.R. 200.343 and allow the State to comply as well.

(10) NEW PARAGRAPH. The State may, in its sole discretion terminate this agreement for cause or for convenience pursuant to the Standard Specification or if the State, USDOT or FHWA determined that termination of this Agreement is in the public interest.

(11) NEW PARAGRAPH. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, 2 C.F.R. 200.216; 2 C.F.R. 200 Appendix II; and current NJDOT Specifications 106.01 and 106.03 requires Utility and any of its procured consultants and contractors (all tiers) to comply with all prohibitions of telecommunications products or video surveillance services therein.

PROCUREMENT REQUIREMENTS FOR UTILITY AND ITS SUBCONTRACTS

(12) As the Utility is wholly owned and operated by a political subdivision of the State, all procurements shall abide by the expressed Federal, State, and local requirements dealing with conflicts of interest in procurement. Utility,

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- if using its personnel to perform in whole or in part this Agreement, shall follow all Federal, State, and local laws relating to discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (13) If the Utility will be publicly bidding for contractors to perform the work contained in this Agreement and its Amendments and any Utility Agreement Modification, Utility shall exchange for review and approval all bid documents prior to advertisement for review and conformance with the Procurement requirements expressed herein. Bidding procedures shall conform to the current Standard Specification for Bridge and Road Construction and any Baseline Document Changes ("BDC") and Special Provisions as designated by the State, incorporated herein by reference. The State or FHWA shall have the authority to accept or reject the proposed documents for bidding on the basis of this Agreement and Amendment and the procedures

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of the Standard Specifications, Baseline Document Changes,
and Special Provisions.

- (14) In order to be a recipient of federal financial assistance, the State must comply with all of the federal requirements, as applicable, to the type of work performed by the State, and in turn the Utility performing work on behalf of the State. This list is attached at Exhibit 2.
- (15) If the Utility is assisting in the preparation of plans and specifications during the engineering phases of the Project, the Utility is subject to these provisions in obtaining a subconsultant to perform the work.
- (16) If the Utility will only provide inspections, and will not subcontract for that work, the Utility is responsible for the compliance with all applicable federal, state and local laws.
- (17) If the Utility is obtaining engineering or design services as a consultant, Utility will abide by the Brooks Act (40 U.S.C. §§ 1101-1104) as implemented in 23 U.S.C. 112(b)(2)

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or equivalent qualifications based requirements as approved by State or FHWA.

(18) If the Utility is not performing the construction work under this Agreement, the State is obligated to comply with all applicable federal procurement procedures in obtaining its contract to perform the work contained in this Agreement.

(19) If the Utility is performing engineering or construction work with the aid of subcontractors or subconsultants under this Agreement with estimates and reimbursements under the appropriate Utility Agreement Modification, Utility shall include in any solicitation for bids, Requests for Proposals of work, or materials as negotiated:

"The Recipient (State), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

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afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

(20) Utility will comply with the parameters of 49 C.F.R. Part 26, Disadvantaged Business Enterprises Program, in its procurement of subcontractors and subconsultants to make all applicable good faith efforts. Requirements are set forth at Exhibit 3.

(21) If after the scope of work is determined and a Disadvantaged Business Enterprises goal ("DBE goal") is established by the State's DBE unit, the individual DBE goal shall be listed in the Utility Agreement Modification relating to the engineering or construction work for which the goal is being established. If it is determined that the DBE goal is 0%, the DBE goal shall still be listed in the Utility Agreement Modification.

(22) State, as a requirement of receiving federal financial assistance, is obligated to require Utility to abide by

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and include in any contracts by the Utility with its subcontractors and subconsultants the attached Exhibit 4 and Exhibit 5.

(23) Bonding and insurance requirements shall be set forth in the Utility Modification Agreement based on the type of Project, estimated costs, whether work is to be constructed by the Utility, and whether or not the Utility is self-insured.

(24) After July 1, 2017, State became responsible to include every engineering and construction contract and its grants the requirements of 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II. Utility shall be responsible for the compliance with these federal regulatory provisions and comply by following:

A. Federal Mandatory Equal Opportunity Language on Federal Aid Project, Authority Subject to 41 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II.
(Exhibit 6).

B. Federal Form 1273, Prevailing Wage (Exhibit 7) and Supplementary State Provisions at Exhibit 8.

C. If any federal funds subject to 37 C.F.R. §401.2 are used to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

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developmental, or research work under that "funding agreement" the Utility must comply with the requirements of 37 C.F.R. part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal agency or State.

- D. In addition to the Debarment and Suspension requirements of the System for Award Management and the New Jersey List of Debarred Contractors as explained in Form 1273, Utility shall follow Exhibit 8.
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and requirements of submission of documents to State at Exhibit 9.
- F. If materials used in performance of this contract are listed on the Procurement of Recovered Materials at 2 C.F.R. 200.322, Utility shall comply with all requirements therein.

(25) Utility shall also comply with the requirements of the State's receipt of federal financial assistances concerning:

- A. State of New Jersey Treasury Circular 07-05-OMB, Grant Agreements and Agency Contracts incorporated by reference herein. Any federal statutes or regulations that conflict with this circular shall control.
- B. Department of Transportation Code of Vendor Ethics

(26) The Utility shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the

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availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the Agreement by the Department or in event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement/ Utility Modification Agreement in no event be construed as a commitment by the Department to expend funds beyond the termination date/Project completion date set in the Agreement/Utility Modification Agreement.

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Contract ID No. 25-16030

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

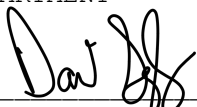
CERTIFICATION

I hereby certify that I am an authorized representative of the Utility and have all necessary authority to execute this Agreement and to bind the Utility to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Utility.

ATTEST:

PEQUANNOCK TOWNSHIP WATER
DEPARTMENT

BY: _____
Name:
Title:

BY:  _____
Name: David Seugling
Title: Director of Public Works

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF
TRANSPORTATION

By: _____
Anika James
Department of Transportation
DATE:

BY: _____
Tina M. Shutz, Director
Capital Program Support

Recommended:

This aforementioned Agreement has
been reviewed and APPROVED AS TO FORM:

Frozan Zamir Najem
Project Management Specialist 3,
DPM, Team D

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY

DATE: _____

By: _____

Nonee Lee Wagner
Deputy Attorney General

DATE: _____

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council correcting and confirming the amounts of Professional Services Agreements and Contracts with H2M Architects & Engineers, Inc, for the Wells 1 & 2 PFAS Treatment Project.

Resolution No. R2025-166

WHEREAS, The Township of Pequannock awarded a professional service contract to Crew Engineers, Inc for the Wells 1 & 2 PFAS Treatment in the amount of \$471,500 on October 25, 2022 via Resolution R2022-185; and

WHEREAS, Crew Engineers, Inc., was acquired by H2M Architects & Engineers, Inc. on January 27, 2023; and

WHEREAS, Township of Pequannock approved the assignment of the contract from Crew Engineers, Inc. to H2M Architects & Engineers Inc. on October 24, 2023 via Resolution 2023-216; and

WHEREAS, H2M provided a proposal for an additional amount of \$15,000 for the preparation of a Treatment Works Application associated with the project, which was approved on January 9, 2024 via Resolution 2024-55; and

WHEREAS, the services from H2M Architects & Engineers were expanded to include additional design, permitting, bidding, and construction related services

WHEREAS, Based upon requirements of the New Jersey Infrastructure Bank (NJ IBANK), the scope of the project has been expanded to now require additional bidding services and construction related inspection services to a new total amount of \$846,000 via Resolution 2025-77; and

WHEREAS, there were additional costs associated with the Wells 1 & 2 PFAS Treatment Project paid on behalf of the Township of Pequannock totaling \$24,183.67 that were not previously anticipated when the agreement was proposed and expanded; and

WHEREAS, a comprehensive review of the existing Professional Service Agreement authorizations was undertaken by staff of the Township of Pequannock in consultation with H2M Architects & Engineers; and

WHEREAS, it was discovered that there had been a mathematical error within resolution R2025-77 that resulted in the total amount of the authorization being greater than was required

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, and State of New Jersey, as follows:

1. Prior to this resolution the total amount of the Professional Service Agreement authorizations for Crew Engineers, Inc and subsequently H2M Architects & Engineers was \$846,000 and is now revised to \$770,183.67.
2. This contract correction and confirmation is associated with previously authorized "Professional Service" contracts in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
3. A notice of this action shall be printed once in the legal newspaper of the Township of Pequannock.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor



architects + engineers

119 Cherry Hill Road, Ste 110
Parsippany, NJ 07054 | tel 862.207.5900

ARCHITECTURE NJ #21AC00040200
ENGINEERING NJ #24GA2802550

August 5, 2025

VIA EMAIL

Mr. Adam W. Brewer, Township Manager
Township of Pequannock
530 Newark-Pompton Turnpike
Pompton Plains, NJ

**Re: Wells 1 and 2 PFAS Treatment
Authorization Summary
Township of Pequannock, NJ
H2M Project No.: PQNK2301**

Dear Mr. Brewer:

As requested, the following is a summary of authorizations for the referenced project. Greater detail is listed in the individual authorization requests sent previously.

In 2022, Crew Engineers, Inc. (Crew) submitted a proposal to the Township of Pequannock (Township) for the design of PFAS treatment for Wells 1 and 2, and for bid phase and construction phase services, which was awarded to Crew on October 25, 2022 in the amount of \$471,500 (Resolution No. R2022-185).

In 2023, Crew was acquired by H2M and the Township assigned Crew's contract to H2M on October 24, 2023 (Resolution No. R2023-216).

On January 9, 2024, H2M's scope was increased to include preparation of a Treatment Works Approval permit application in the amount of \$15,000 (Resolution No. R2024-55).

In 2023, the fees charged by H2M's surveying subconsultant for easement preparation exceeded the budgeted fee by \$131.50.

On February 27, 2024, H2M paid the Two Bridges Sewerage Authority review fee in the amount of \$200 on behalf of the Township in order to expedite the permit approval process.

On February 25, 2025, H2M's scope was increased to include additional bidding and construction-related services effort associated with the funding aspects of the project for an additional \$259,500 (Resolution No. R2025-77). At that time, H2M's request for an increase of \$20,000 for additional design and permitting effort associated with the funding aspects of the project was not included in the resolution.

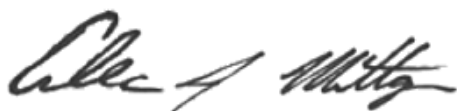
In April and May of 2025, at the Township's request, H2M prepared additional sets of bidding documents to fulfill the requests from prospective bidders at a cost of \$3,852.17.

As a result of the aforementioned, H2M's total budgeted fees for the project are currently \$770,183.67.

The total authorized by Township resolutions is \$846,000.00.

Very truly yours,

H2M Architects & Engineers, Inc.

A handwritten signature in black ink, appearing to read 'Alec J. Mittiga'.

Alec J. Mittiga, P.E.
Assistant Vice President

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing the acceptance of a hold harmless agreement from Theodora and Adam Tsatsos (Block 3501 Lot 7, 13 William St)

Resolution No. R2025-167

WHEREAS, Theodora and Adam Tsatsos ("the property owner") are the owners of real property known as (**Block 3501 Lot 7, 13 William St**), in the Township of Pequannock; and

WHEREAS, the property owner has requested permission to construct private improvements within a Township easement on the property; and

WHEREAS, while private improvements are generally not permitted in the Easement, the Township has found the proposed improvements will have no adverse effect on the existing easement; and

WHEREAS, the Township desires to memorialize its right to installation, maintenance and access within the easement;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey that the appropriate municipal officials are hereby authorized to execute a Hold Harmless Agreement with **Theodora and Adam Tsatsos** for the property known as (**Block 3501 Lot 7, 13 William St**) in accordance with the agreement attached hereto.

Adopted: August 12, 2025

Carol J Marsh, Township Clerk

John Driesse, Mayor

MEMORANDUM

TO: MAYOR AND COUNCIL
ADAM BREWER, TOWNSHIP MANAGER

FROM: ZONING DEPARTMENT

DATE: AUGUST 6, 2025

RE: HOLD HARMLESS AGREEMENT

RECEIVED

AUG - 6 2025

MANAGER'S OFFICE

Attached you will find an application for a Hold Harmless Agreement between the Township of Pequannock and Adam Tsatsos, 13 William Street, Block 3501 Lot 7 to replace a fence on the property within the drainage easement (as marked on the attached survey).

HOLD HARMLESS AGREEMENT – TOWNSHIP OF PEQUANNOCK

THIS AGREEMENT, made this 6th day of August 2025, by and between

TOWNSHIP OF PEQUANNOCK

(hereafter "Township"); and

Theodora and Adam Tsatsos
(NAME)

WITNESSETH:

WHEREAS, Theodora and Adam Tsatsos are the owners of real property known as Block 3501, Lot 7, 13 William St (address) in the Township of Pequannock: and

WHEREAS, there is an existing 15' foot drainage easement, (hereafter "Easement") of which 11' is located along the west border within the property owned by Theodora and Adam Tsatsos; and

WHEREAS, Theodora and Adam Tsatsos have requested the permission of the Township of Pequannock to construct a fence within the Easement; and

WHEREAS, while private improvements are generally not permitted in the Easement; The Township Council finds that the proposed fence will have no adverse effect on existing drainage improvements;

NOW, THEREFORE, the Township of Pequannock grants Theodora and Adam Tsatsos permission to construct a fence within the existing Easement. Theodora and Adam Tsatsos agree that they shall be responsible for the construction maintenance and repair of the fence and shall hold the Township of Pequannock harmless from any and all damage to the fence that may arise from

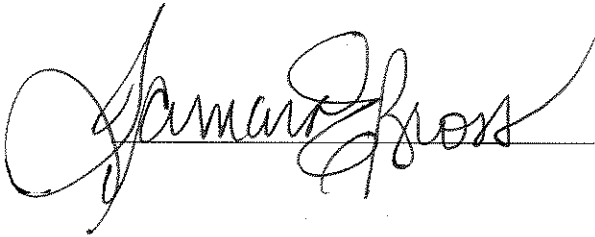
Township installation, maintenance or access within the Easement. In the event it becomes necessary for the Township to perform work in the Easement for any reason at the complete discretion of the Township, Theodora and Adam Tsatos or their successor in interest shall be responsible for the removal, relocation, or reconstruction of "allowed" improvements if the Township determines that the fence impairs the strength or interferes with the use or maintenance of the drainage easement, or the encroachment is determined to not comply with other ordinances or regulations. The fact that the Township approved or issued permits for such encroachment does not relieve the property owner of this requirement or any liability or responsibility associated with the encroachment.

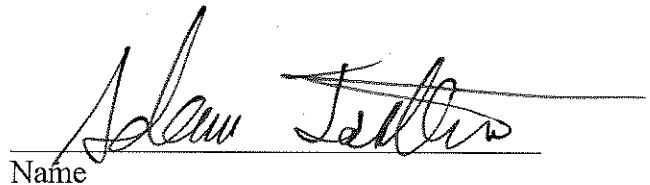
ATTEST:

TOWNSHIP OF PEQUANNOCK

By: _____

WITNESS:




Name


Name

ZONING PERMIT APPLICATION
Township of Pequannock
530 Newark Pompton Turnpike, Pompton Plains, NJ 07444
973-897-0325

Date Received: _____	OFFICE USE ONLY
	Zoning Application No. <u>ZA 25-195</u>

CHECK TYPE OF APPLICATION

- | | | |
|--|--|---|
| ☐ New Dwelling (5) | ☐ New Commercial | ☐ Demolition (1) |
| ☐ Residential Addition (1,5) | ☐ Commercial Addition | ☐ Porch (5) |
| ☐ Accessory Building/Garage (1,5) | ☐ Commercial Interior | ☐ Pool (3) |
| ☐ Interior Remodeling | ☐ Sign/Awning (6) | ☐ Generator, Air Conditioner (1,2) |
| ☒ Fence (1) | ☐ Driveway/Walkway/Patio/Deck (5) | ☐ Temporary Sign (1) |
| ☐ Occupancy of building CCO (4) | ☐ Change of use of a property CO | ☐ Zoning (4) |
| ☐ Wall 4' high or greater (1) | ☐ Temporary Storage Unit (1) | ☐ Other _____ |

To ensure timely processing, please review this quick checklist before submitting your application:

_____ Both sides of application are complete, including owner/applicant signatures.

_____ You have provided two (2) copies of a current survey/site plan along with any required construction drawings. Survey must show the existing conditions and exact location of physical features including metes and bounds, drainage, waterways, specific utility locations and easements, all drawn to scale. All surveys *must* be prepared by a land surveyor and not more than 10 (ten) years old.

_____ Application fee: \$25.00 for home occupation; \$50.00 for additions; \$75.00 for new dwellings; \$100.00 for commercial zoning permits; \$200.00 for CCO or CO; \$50.00 for temporary storage unit; \$20.00 temporary sign (30 day)/\$50.00 (120 day); four times square footage for conforming sign. Zoning Permit and CCO/CO two separate checks. CHECKS MADE PAYABLE TO: PEQUANNOCK, TOWNSHIP

If any of the requested information is missing or the application is incomplete, processing of the application will cease; applicants will be informed of same by letter.

1. Indicate location and height for sheds and/or fence on survey. Survey must be to scale and not more than ten (10) years old.
2. Must be properly screened.
3. Pools require fencing. Please indicate type, height, area of fence and location of filter/heater, decking, coping and aprons.
4. Indicate in writing detailed description of use.
5. Must fill out a Zoning Review Form.
6. Fill out attached addendum

RECEIVED

JUL 28 2025

PLEASE PRINT CLEARLY - NO CHARGE FOR FENCE AND SHED PERMITS

TOWNSHIP OF PEQUANNOCK
PLANNING DEPARTMENT

1. Location of property for which Zoning Permit is desired:

Street Address: 13 WILLIAM ST Block 3501 Lot 7

2. Applicant's Name and Email: ADAM TSATSOS adamtsatsos@gmail.com

Address: 13 WILLIAM ST Phone: 973 723 6050

3. Property Owner's Name (if different from applicant): SAME

Address: SAME Email: SAME

4. Does Applicant hold a tax-exempt status under the Federal Internal Revenue Code of 1954-26 U.S.C., Section 501 (c) or (d)
Yes _____ No X

5. Current approved use of structure on property: FENCE

6. Proposed new use or structure to be constructed on the property: FENCE

7. Name of New Business: _____

8. Square footage allocated for Use: _____

9. Number of parking spaces allocated of Use: _____

10. In detail, describe all work to be performed under this permit: Replace fence vinyl 6' to
enclose back yard

11. Has the property above been the subject of any prior application to the Planning Board or Zoning Board of Adjustment? Yes _____
No X If yes, provide date: _____ Planning _____ Zoning _____ and Resolution.

12. Is the proposed construction/use for the address located in a flood hazard zone? Yes _____ No X

13. Will there be a change in the grade of the property upon permit? Yes _____ No X

14. Does the property have any easements? Yes X No _____

Applicant certifies that all statements and information made and provided as part of this application are true to the best of his/her knowledge, information and belief. Applicant further states that all pertinent municipal ordinances, and all conditions, regulations and requirements of site plan approval, variances and other permits granted with respect to said property, shall be complied with. All zoning permits will be granted or denied within ten (10) business days from the date of complete application.

Adam Tsa Tsos
Signature of Applicant

7/28/25
Date

ADAM TSA TSOS
PRINT Applicant's name

Adam Tsa Tsos
Signature of Owner

7/28/25
Date

ADAM TSA TSOS
Print Owner's Name

OFFICE USE ONLY			
Fee rec'd _____	Amount: _____	Check# _____	Cash: _____
Received by: _____			
Approved: _____		Denied: _____	
Zoning Officer: _____		Date: _____	
Code Official: _____		Date: _____	
Construction Official: _____			
Date: _____			

needs
hold harmless
agreement

All sign applications must complete addendum. You must submit a rendering of the sign along with dimensions

Block _____ Lot _____

Applicant's Name: _____

Address: _____

Phone: _____ Email: _____

Owner's Name: _____

Address: _____

Phone: _____ Email: _____

What is the total number of existing signs? _____

How many of these are free standing signs? _____

Are there existing signs to be removed? _____

How many businesses are at this location? _____

What is the total area of all attached signs (existing and proposed)? _____

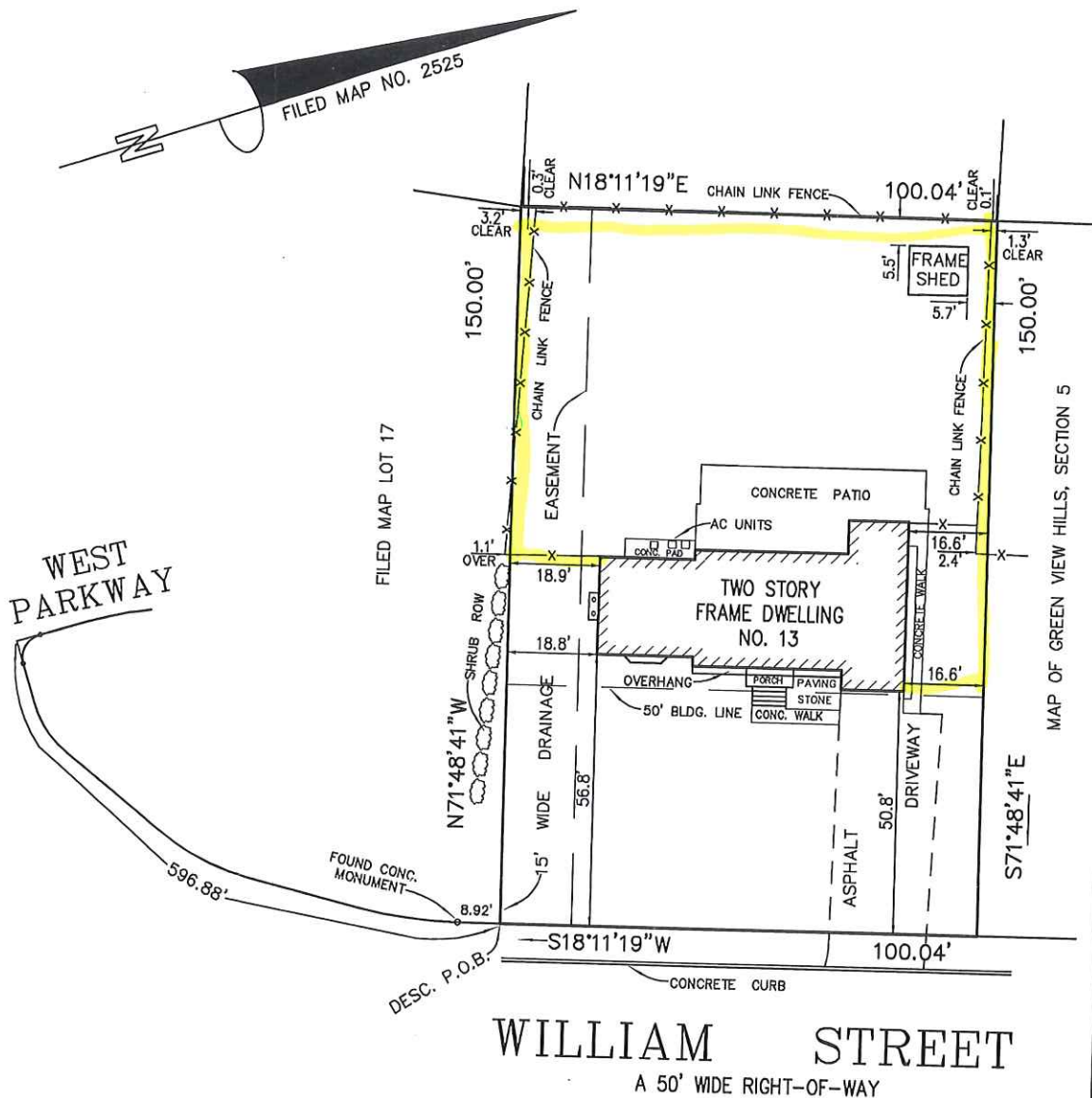
What is the dimension of the proposed sign? _____

What is the area of the store front or building front? _____

What is the sum of: existing signs that will remain, proposed signs and signs that may be required for a future tenant that will occupy currently vacant spaces? _____

Signature of Applicant _____ Date _____

Signature of Owner _____ Date _____



I HEREBY CERTIFY THAT THIS MAP WAS PREPARED UNDER MY DIRECT SUPERVISION AND, TO THE BEST OF MY KNOWLEDGE, ACCURATELY SHOWS EXISTING CONDITIONS.

WM. F. ZIMMERLY & ASSOCIATES

973-694-5836 LAND SURVEYING FAX 973-694-3501
628 PINE BROOK ROAD - LINCOLN PARK - MORRIS COUNTY - N.J.

SURVEYED FOR: ADAM TSATSOS

FILED MAP: "SECTION 3, BEING 60 BUILDING PLOTS OF APPROXIMATELY 260 PLOTS ON APPROVED SKETCH PLAT OF GREEN VIEW HILLS"

FILED: DECEMBER 29, 1964 MAP No. 2525

FILED MAP LOT 16 BLOCK 507

FEBRUARY 2, 2024

TAX MAP LOT 7 BLOCK 3501

SITUATED IN: TOWNSHIP OF PEQUANNOCK, MORRIS COUNTY, NEW JERSEY

William F. Zimmerly
WILLIAM F. ZIMMERLY
LAND SURVEYOR
N.J. LICENSE NO. 26798

SCALE: 1"=30'

PROJECT No. 1-1-24

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing Tax Office refunds, overpayments or cancellations.

Resolution No. R2025-168

WHEREAS, there appears on the tax records overpayments or otherwise as shown below; and

WHEREAS, the overpayments were created by the reasons indicated below, and the Collector of Taxes recommends the refund or transfers of such overpayments;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The proper officers are hereby authorized to make the following refunds and/or cancellations for the reasons stated.

Amount	Block	Lot	Name	Year	Reason
\$4,625.17	1201	16	Andrew Verdon	2025	Tax Overpayment
\$5,886.11	2104	15	Louis Ferretti	2025	Tax Overpayment
\$3,520.03	2902	16	Mark Orovio	2025	Tax Overpayment
\$4,136.14	1804	47	PRO CAP 8 FBO FIRSTTRUST BANK	2024	Lien Redemption

2. The Township Clerk is directed to forward a certified copy of this resolution to the Tax Collector and Chief Financial Officer.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing release of designated Escrow Deposits.

Resolution No. R2025-169

WHEREAS, applicants for various types of development approvals are required to deposit funds with the Township to establish an escrow for payment of engineering, planning and legal review and legal advertising associated with the application; and

WHEREAS, the development applications listed herein are no longer under active review and the applicants have requested, in writing, the remaining funds be returned; and

WHEREAS, the Land Use Secretary has recommended the escrow balances be released and the Chief Financial Officer has investigated these deposits and has determined that they are due to the individuals as listed;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The release of the following Escrow Deposits is hereby authorized and payment approved:

<i>Acct #</i>	<i>Escrow Holder</i>	<i>Amount</i>
14-290-20-813-139	Larry Steimel Sr.	\$4,758.99
14-290-20-813-129	Euro Marble / S. Prossilis	\$2,733.42
14-290-20-813-229	JEFFREY DUDAS	\$1,156.00
14-290-20-813-123	Frank Semeraro	\$5,592.16

The Township Clerk is directed to forward a certified copy of this resolution to the Township Planner and Chief Financial Officer.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council authorizing release of deposits for construction in a Township Right of Way.

Resolution No. R2025-170

WHEREAS, the property owner(s)/developer(s) designated below were previously granted a permit for construction in a Township Right of Way; and

WHEREAS, a deposit was required to ensure satisfactory completion of required improvements; and

WHEREAS, the improvements have been completed, and the Township Engineer has completed the appropriate inspections and recommends the release of the deposit;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The CFO is authorized and directed to return deposits as follows:

Account Number	Address	Applicant Name	Refund
15-295-20-076-128	88 West Parkway Pompton Plains, NJ 07444	Mendi Asani	\$3,500.00

2. The Township Clerk is directed to forward a certified copy of this resolution to the Township Engineer and Chief Financial Officer.

Adopted: August 7, 2025

Lisa Consulmagno, Deputy Township Clerk

John Driesse, Mayor

TOWNSHIP OF PEQUANNOCK

Resolution of the Township Council approving payment of the itemized claims as set forth on the **August 7, 2025** Bill List and FEMA Elevation Escrow list.

Resolution No. R2025-171

WHEREAS, the Chief Financial Officer has prepared a Bill List setting forth itemized claims for payment; and

WHEREAS, the vouchers requesting payment have been certified by the claimant and approved by the appropriate Township official having knowledge of the materials or services supplied; and

WHEREAS, the CFO has certified as to the availability of funds;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Pequannock, in the County of Morris, State of New Jersey as follows:

1. The claims set forth on the **August 7, 2025** Bill List and summarized as follows are hereby approved for payment:

Fund 01	Current Fund	2,172,938.85
Fund 02	Grant	121,587.47
Fund 04	General Capital Fund	51,286.20
Fund 05	Water Operating Fund	68,863.65
Fund 06	Water Capital Fund	1,002.30
Fund 07	Sewer Operating Fund	821.28
Fund 08	Sewer Capital Fund	0.00
Fund 13	Animal Control Fund	24.00
Fund 14	Builders Escrow Fund	21,397.32
Fund 15	Cash Trust Fund	4,433.34
Fund 20	Open Space Trust Fund	2,343.20
Fund 21	COAH Account	0.00
Fund 22	Fire Safety Fund	0.00
Fund 26	Solid Waste Utility Fund	95,048.33
Fund 30	Public Health Utility	7,550.00
Fund 32	Recreation Trust Fund	14,825.05
TOTAL		<u>\$2,562,120.99</u>

1. The claims set forth on the **August 7, 2025**, FEMA Elevation Escrow List summarized as follows are hereby approved for payment:

Fund 31	2018 FEMA Elevation Escrow	\$90,583.00
---------	----------------------------	-------------

2. The Township Clerk is hereby directed to forward a certified copy of this Resolution to the Township Chief Financial Officer.

Adopted: August 12, 2025

Carol J. Marsh, Township Clerk

John Driesse, Mayor

Items for Discussion

ITEMS FOR DISCUSSION

Township of



Pequannock

To: Township Council

From: Adam W. Brewer, Township Manager ^{awb}

Re: 2025 Updates to the Personnel Policies and Procedures Manual/Employee Handbook

Date: August 8, 2025

Every two years, the New Jersey Municipal Excess Liability Joint Insurance Fund (NJMELJIF) and the Morris County Municipal Joint Insurance Fund (MCMJIF) require certain actions be completed related to the Township's public officials and employment practices liability insurance coverage. Among requirements for training and notices, the Township reviews the Personnel Policies and Procedures Manual/Employee Handbook to implement recommended updates and make any changes. Following a review of the recommendations from the NJMELJIF and operational revisions recommended by staff, the full manual is reviewed by the Township's Labor Counsel.

Following is a summary of the changes in the draft manual, for the Council's review, consideration and potential approval. All changes are highlighted and underlined with additions in bold and deleted text with a strikethrough. The origin of the recommendation is also noted, i.e., if the revision is from the JIF, Labor Counsel or staff.

Chapter 1.01: Anti-discrimination/Equal Employment Policy – Additional text added based upon the recommendation of Labor Counsel.

Chapter 1.02: Americans with Disabilities Act & Pregnant Workers Fairness Policy – Additional language added relating to the federal Pregnant Workers Fairness Act from the JIF.

Chapter 1.06: Alcohol and Drug Free Workplace – Language added to address lawfully purchased cannabis based upon the recommendation of Labor Counsel.

Chapter 1.08: Policy Against Harassment – Text is added to include language about hostile work environments arising from conduct occurring outside of the workplace if it affects the workplace, consistent with guidance by the EEOC in 2024 recommended by the JIF.

Chapter 3.03: Compensatory Time/Overtime Policy – Accrual & Use – Language added based upon the advice of Labor Counsel stating the Township reserves the right to cash out an employee's accrued compensatory time at the rate the employee is currently earning.

Chapter 4.01: Salaries and Payment – Based upon the advice of Labor Counsel language was added to provide guidance to maintain compliance with a new State statute regarding pay transparency.

Chapter 4.03: Health Benefits – Language is added confirming the election to use PTO benefit time to offset mandatory health benefit costs must be made during open enrollment or should an employee experience a life changing COBRA eligible event. This is being implemented for operational clarity.

Chapter 4.09: Employee Assistance Police – Language has been added as recommended by staff to identify the new employee assistance program CONCERN, provided by Atlantic Health. The program

Township of



Pequannock

was added to provided additional assistance to employees and maintain compliance with expanding requirements of the NJ State Chief's of Police Accreditation program.

Chapter 5.01: Employment Procedure – Based upon the advice of Labor Counsel, the section addressing employability proof was significantly expanded to address eligibility for employment and the process to address the need for continued employment eligibility verification.

Chapter 5.05: Initial Employment Period and Categories of Employment - Language related to the probationary period of employment was deleted and new language was suggested by Labor Counsel clearly articulating the at will status of employees not covered under CNA or other statutory protection.

Should the Township Council have any questions or requests for revision, they can be reviewed and answered. If the proposed changes are acceptable and no other revisions are desired, a resolution will be scheduled approving the updated Personnel Policies and Procedures Manual/Employee Handbook.

* * *



Township of Pequannock

PERSONNEL

POLICIES AND PROCEDURES

MANUAL / EMPLOYEE HANDBOOK

The Township of Pequannock is an Equal Opportunity Employer

Adopted – September 9, 2025 (PROPOSED)

CONTENTS

General Personnel Policy
Government

Chapter One: Policies relating to Employee Rights and Obligations

Chapter 1.01: Anti-Discrimination/Equal Employment Policy
Chapter 1.02: Americans with Disabilities Act Policy **& Pregnant Workers Fairness Policy**
Chapter 1.03: Confidentiality of Medical Information
Chapter 1.04: Safety Policy
Chapter 1.05: Transitional Duty Policy
Chapter 1.06: Drugs and Alcohol Policy
Chapter 1.07: Workplace Violence Policy
Chapter 1.08: Policy Against Harassment
Chapter 1.09: Whistleblower Policy
Chapter 1.11: Employee Complaint Policy
Chapter 1.12: Grievance Policy
Chapter 1.13: Access to Personnel Files Policy
Chapter 1.14: Conflict of Interest Policy
Chapter 1.15: Political Activity Policy
Chapter 1.16: Employee Evaluation Policy
Chapter 1.17: Employee Discipline Policy
Chapter 1.18: Resignation Policy
Chapter 1.19: Workforce Reduction Policy
Chapter 1.20: Driver's License Policy
Chapter 1.21: Workplace Democracy Enhancement Act
Chapter 1.22: Contagious/Life Threatening Illness Policy

Chapter Two: Workplace Policies

Chapter 2.01: Personnel Action Report
Chapter 2.02: Job Description Policy
Chapter 2.03: Attendance Policy
Chapter 2.04: Early Closing and Delayed Opening Policy
Chapter 2.05: Dress Code Policy
Chapter 2.06: No Smoking Policy
Chapter 2.07: Use of Vehicles Policy
Chapter 2.08: Computer Use, Electronic Mail, and Internet Policy
Chapter 2.09: Video Surveillance

Chapter 2.10: Bulletin Board Policy
Chapter 2.11: Employee Dating Policy
Chapter 2.12: Lunch Break Policy

Chapter Three: Paid and Unpaid Time Off Policies

Chapter 3.01: Paid Holiday Policy
Chapter 3.02: Paid Time Off
Chapter 3.03: Compensatory Time/Overtime Policy - Accrual & Use
Chapter 3.04: Compliance with New Jersey Paid Sick Leave Law (P.L. 2018, Ch. 10)
Chapter 3.05: Bereavement Leave Policy
Chapter 3.06: Jury Duty Policy
Chapter 3.07: Leave of Absence Policy
Chapter 3.08: Family and Medical Leave Act Policy
Chapter 3.09: Domestic Violence Leave Policy
Chapter 3.10: Military Leave Policy

Chapter Four: Compensation & Employee Benefits Policies

Chapter 4.01: Salaries and Payment
Chapter 4.02: Longevity Pay
Chapter 4.03: Health Benefits
Chapter 4.04: Group Life Insurance
Chapter 4.05: Ancillary Benefits
Chapter 4.06: Deferred Compensation Policy
Chapter 4.07: Retirement Policy
Chapter 4.08: Workers Compensation Policy
Chapter 4.09: Employee Assistance Policy
Chapter 4.10: Educational Assistance and Training Policy (Conferences and Seminars)

Chapter Five: Managerial/Supervisory Procedures

Chapter 5.01: Employment Procedure
Chapter 5.02: Criminal Background Checks and Procedures
Chapter 5.03: Open Public Meetings Act Procedure concerning Personnel Matters
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Pequannock Township Employee Complaint Form

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Township Counseling Action Plan

Township Employee Evaluation Checklist

Fingerprint and Background Check Consent Form for Employees, Job Applicants,
and Volunteers That May Work or Have Contact with Minors

Receipt for Personnel Policies and Procedures Manual

Employee Complaint Notification Letter – Acknowledgement of Receipt

GENERAL PERSONNEL POLICY: At-Will Statement & Disclaimer

The contents of this Personnel Policies and Procedures manual (“the Manual”) summarize the current benefits and guidelines within the Township of Pequannock/Township (“the Employer”) and are intended as guidelines only.

The Township of Pequannock reserves the right to change, delete, suspend, or discontinue any part or parts of this Manual at any time, without prior notice, and any such action shall apply to existing as well as future employees. You should be aware that these benefits and guidelines may be changed at any time, and that depending upon the circumstances of a given situation, the Employer’s actions may vary from the provisions of this Manual. **As such, the contents of the manual do not constitute the terms of a contract of employment.**

It should be noted that nothing contained in this Manual should be construed as a guarantee of continued employment. Unless otherwise provided by applicable law, collective negotiations agreement or individual contract of employment, employment with the Township is on an at-will basis. At will employment means that either the employee or the Township, may terminate the employment relationship at any time, with or without notice and with or without cause, for any reason not expressly prohibited by law. Any exception to at-will employment not mandated by applicable law must be expressly authorized and signed by a duly authorized official of the Township.

This Manual supersedes and replaces all prior personnel policy and benefit statements, whether oral or in writing. While some of the provisions contained herein refer specifically only to federal law, employees should be aware that the Township will comply with all federal, state and local laws. Should any provision in this Manual be found to be unenforceable and/or invalid, such finding does not invalidate the entire Manual, but only the subject provision. Many of the policies in this handbook shall also apply in equal force to volunteers of the Township of Pequannock.

All employees will be notified when any material changes are made to the policies contained in this Manual.

This Manual has been written so as not to conflict with the collective negotiations agreements between the Township and its unionized employees. If there is a conflict between this Manual and any collective negotiations agreement, the provisions of the collective negotiations agreement will prevail for those employees covered by the terms of that agreement. This Manual has been written so as not to conflict with the provisions and mandates of the laws and regulations governing employment in the State of New Jersey. If there is a conflict between this Manual and any such mandate pursuant to law, such law will prevail for all employees for whom such law applies.

GOVERNMENT

The Township of Pequannock is governed as a Faulkner Act Council-Manager community. In adherence to this form of government, the Council consists of five members who represent the citizens of the Township. They are elected for four-year terms. The Mayor, who serves as the presiding officer of the Township Council, is selected annually by council from among themselves. The council serves as the legislative body of the Township, directing the policy decisions. In addition, each department has its own organizational structure available from the Department Head.

The Township Manager serves as the Chief Executive and Administrative Officer of the municipality. The Manager's responsibilities include execution of the policies established by Council, conducting the daily business of the Township and managing all personnel matters, departments and other Township entities. The Council-Manager form of government allows for the day-to-day functions of the Township to be administered in an efficient and businesslike manner.

Township employees are the operators of local government whose actions represent the interests of the public. Your performance of your job reflects a commitment to a safe and efficient Township operation for the good of the community. The public counts on you to do a good job.

CHAPTER ONE

Policies Relating to Employee Rights and Obligations

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Chapter 1.01: Anti-Discrimination/Equal Employment Policy

The Township of Pequannock is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act and all subsequent amendments thereto, the New Jersey Law Against Discrimination (LAD) and all other applicable state or federal laws pertaining to equal employment and anti-discrimination. Under no circumstances will the Township discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), pregnancy, breastfeeding, childbirth, liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law. Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer, their Department Head, Township Manager or any other supervisor with whom they feel comfortable, using the complaint procedure set forth in the Policy Against Harassment set forth in this Manual.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of management through the complaint procedure set forth in the Policy Against Harassment set forth in this Manual.

Chapter 1.02: Americans with Disabilities Act & Pregnant Workers Fairness Policy

The Township of Pequannock complies with the New Jersey Law Against Discrimination, **and** the Americans with Disabilities Act **and the federal Pregnant Workers Fairness Act (“PWFA”)**. The Township will not discriminate against any qualified individual with a disability **or with known limitations related to pregnancy, childbirth or related medical conditions**, with respect to any terms, privileges, or conditions of employment, such as recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall and termination because of that person's physical or mental disability, pregnancy, pregnancy-related medical conditions, breastfeeding or childbirth. A qualified individual is an individual who, with or without reasonable accommodation for a known or disclosed disability, can perform the essential functions of the employment position held or sought without posing a direct threat to the health and safety of him/herself or to others. Reasonable accommodation means any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges or employment equal to those enjoyed by employees without disabilities, that does not impose an undue hardship on the Township.

Definitions. The Americans with Disabilities Act defines an individual with a disability as any person who:

- (1) has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, walking, seeing, hearing, or speaking;
- (2) has a record of such an impairment; or
- (3) is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition to be considered an individual with a disability under the ADA. Temporary conditions, such as a broken leg, are not disabilities, nor are minor impairments, such as vision problems that are correctable with glasses

The New Jersey Law Against Discrimination defines disability as a physical disability, infirmity, malformation or disfigurement which is caused by bodily injury, birth defect or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological or developmental disability resulting from anatomical, psychological, physiological or neurological conditions which prevents the normal exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Disability shall also mean AIDS or HIV infection.

The Pregnancy Workers Fairness Act (“PWFA”) defines “pregnancy and childbirth” as meaning the pregnancy or childbirth of the specific employee in question and includes, but is not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth.

Requesting Accommodation. Individuals requesting reasonable accommodation should direct their written request to the Township Manager. In the written request, the employee or perspective employee shall describe the nature of the disability **or include an explanation of the pregnancy-related limitation** and identify the nature of the accommodation or consideration desired.

The Township is obligated to reasonably accommodate known of disclosed disabilities unless the disability is obvious or readily apparent. The Township cannot offer reasonable accommodation to a disability or limitation due to **pregnancy or childbirth related condition** that has not been made known or disclosed by an individual.

Once submitted, the individual is expected to engage in a good faith “give and take” process with the Township to resolve the issue. The Township may require the employee to provide adequate medical or other appropriate documentation of the disability and the need for the desired accommodation. The Township will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a **disability or employee affected by pregnancy or childbirth** unless the accommodation would impose an undue hardship on the Township’s business operation. The Township is required to offer a reasonable accommodation, not necessarily the best accommodation or the accommodation preferred by the individual.

To further the Township’s nondiscrimination policy, the Township will:

- Identify the essential functions of a job;
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and
- Determine whether a reasonable accommodation can be made for a qualified individual.

The Township is also committed to not discriminating against any qualified employee or applicant because he or she is related to or associated with a person with a disability. If any applicant or employee has questions concerning the Township's equal employment opportunity policy, he or she should contact the Township.

All information pertaining to disabilities, reasonable accommodation, or any medical information disclosed by or received from or related to employees or applicants, including but not limited to medical reports or documentation, shall be kept confidential, shall be stored separately from general personnel files, and shall be disclosed only to those persons and under those circumstances permitted by law. See Chapter 1.03: Confidentiality of Medical Information.

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Chapter 1.03: Confidentiality of Medical Information

Information pertaining to the personal health, medical and psychological conditions, illnesses or physical and mental limitations, or impairments of employees, including but not limited to medical and psychological reports and doctor's notes, is confidential, shall not be disclosed to the public, and may be disclosed to such persons only to the extent permitted by applicable law.

The Township will take reasonable precautions to protect employee medical information from inappropriate disclosure, including but not limited the following:

- Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
- Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person's identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
- Information may be disclosed to the Department of Health as required by State or Federal law.

Managers and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

Chapter 1.04: Safety Policy

The Township of Pequannock endeavors to provide a safe and healthy work environment for all employees and shall comply with the requirements of the Public Employees Occupational Safety and Health Act (“PEOSHA”). The Township is equally concerned about the safety of the public. The Township therefore reserves the right to adopt, in its discretion, safety rules and standards that equal or exceed PEOSHA requirements.

Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action.

Any occupational or unsafe public condition, practice, procedure or act must be immediately reported to the Supervisor, Department Head or Township Manager. Any on-the-job accident or accident involving the Employer’s facilities, equipment, or motor vehicles must also be immediately reported to the Supervisor, Department Head and Township Manager. Failure to do so constitutes grounds for disciplinary action. Employees are encouraged to discuss safety concerns with supervisory personnel.

Chapter 1.05: Transitional Duty Policy

The Township will endeavor to bring employees with temporary disabilities back on the job as soon as possible and may assign transitional duty to employees who temporarily cannot perform the essential functions of their positions because of injury or illness. Transitional duty is not guaranteed and may not exceed forty-five (45) workdays. If a department already has one employee on transitional duty, it is unlikely that another employee from that department will be assigned transitional duty.

An employee requesting transitional duty or the Workers Compensation Physician shall notify the Township Manager as soon as the temporarily disabled employee is able to return to work with restrictions. Transitional duty will only be assigned if the employee will probably be able to perform the essential functions of the position after the transitional duty period. The Township Manager will consult with the Department Head to determine if there is any meaningful work that can be performed consistent with the restrictions. Transitional duty assignments may be in any department and not just the employee's normal department. The Township Manager will decide if it is in the best interest of the Township to approve a transitional duty request and will notify the employee of the decision. The Township reserves the right to terminate the transitional duty assignment at any time without cause.

Employees may not refuse transitional duty assignments that are recommended by the Workers Compensation Physician. In such cases, failure to report to work as directed shall constitute immediate grounds for dismissal. If the employee believes that the transitional duty assignment is beyond the employee's abilities, the employee may request a meeting with the Township Manager who will render a written response within 24 hours.

Employees on transitional duty will receive their regular salaries and are prohibited from engaging in any outside employment of any kind unless they receive prior written approval from the Township Manager. If transitional duty is approved, the employee or Workers Compensation Physician must keep the Township Manager informed of the medical progress. Employees assigned to transitional duty will be allotted time off to attend medical or physical therapy appointments but must request leave time for any other reason. If at the end of transitional duty period the employee is not able to return to work without restrictions, the Township reserves the right at its sole discretion to extend the transitional duty or place the employee back on Workers Compensation or disability. This policy does not affect an employee's rights under the Americans with Disabilities Act, the Family and Medical Leave Act, or other Federal or State law.

Chapter 1.06: Alcohol and Drug Free Workplace

The Township recognizes that the possession or use of unlawful drugs and the abuse of alcohol **or cannabis lawfully purchased** pose a threat to the health and safety of all employees. Any employee who is observed by a supervisor or department head to be intoxicated or under the influence of alcohol or drugs during working hours or is under reasonable suspicion of same shall be immediately tested and is subject to discipline up to and including termination. The supervisor or Department Head will immediately report any reasonable suspicions to the Township Manager.

An employee will be required to submit to alcohol, drug or controlled substance testing when the employee's work performance causes a reasonable suspicion that that employee is impaired due to current intoxication, drug, or controlled substance use, or in cases where continued employment has been conditioned upon remaining alcohol, drug, or controlled dangerous substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination. Supervisors or Department Heads that observe behavior constituting reasonable suspicion are required to institute testing and do not have the option of sending the employee home as an alternative.

The manufacturing, distribution, dispensation, display, possession, and use of alcohol, cannabis or unlawful drugs on Township premises or during work hours by employees is strictly prohibited.

Employees must notify their supervisor within five (5) days of conviction for a drug or alcohol related violation, whether or not the violation occurred in the workplace.

Employees who are required to maintain a Commercial Driver's License (CDL) are subject to random drug testing as required by the federal government. Police officers shall be subject to random drug testing as required by the directives of the New Jersey Attorney General and by Police Department rules, regulations and standard operating procedures.

Employees using prescription drugs that may affect job performance or safety must notify the Township Manager of this fact. The specific medication being taken and the condition being treated shall not be disclosed. The employee need only report that his or her ability to safely and effectively perform job functions will be impaired.

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over-the-counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on Township property or while performing Township business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

Chapter 1.07: Workplace Violence Policy

The Township of Pequannock will not tolerate workplace violence.

Threats or Acts of Violence Defined. A threat or act of workplace violence is any act or threat of physical violence, abuse, intimidation or other threatening disruptive behavior that occurs on the work site or during work hours and involves employees, members of the public, or community. Examples of prohibited workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on Township property, regardless of the relationship between the Township and the parties involved in the incident.

All threats or acts of violence not occurring on Township property but involving someone who is acting in the capacity of a representative of the Township of Pequannock.

All threats and acts of violence not occurring on Township property involving an employee of the Township if the threats or acts of violence affect the legitimate interests of the Township of Pequannock.

Any threats or acts resulting in the conviction of an employee or agent of the Township of Pequannock, or of an individual performing services on the Township's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the Township of Pequannock.

Specific Examples of Prohibited Conduct. Specific examples of conduct which may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to:

- Hitting, fighting, pushing, or shoving an individual or throwing objects;
- Threatening to harm an individual or his/her family, friends, associates, or their property;
- The intentional destruction or threat of destruction of property owned, operated, or controlled by the Township;
- Making abusive or threatening telephone calls, letters or other forms of written or electronic communications;
- Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Township;

- Abusive surveillance, also known as “stalking,” the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety;
- Making a suggestion or otherwise intimating that an act to injure persons or property is “appropriate,” without regard to the location where such suggestion or intimation occurs;
- Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Township property.

Although specific employees of the Township of Pequannock may be authorized and required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal laws.

Application of Prohibition. The Township of Pequannock’s prohibition against threats and acts of violence applies to all persons involved in the Township’s operation, including but not limited to Township of Pequannock personnel, volunteer, contract and temporary workers, and anyone else on Township property. Violation of this policy by any individual on Township of Pequannock property, by any individual acting as a representative of the Township while not on Township property, or any individual acting off of the Township property when his or her actions affect the public interest or the Township’s business interests will be followed by legal action, as appropriate. Violation by an employee of any provision of this policy may lead to disciplinary action up to and including termination.

Procedures for Dealing with and Reporting Acts of Workplace Violence. Each employee and every person on Township property is encouraged to report incidents or threats of acts of physical violence of which she or he is aware. When a violent act occurs in the workplace: If a violent act or altercation constitutes an emergency, call 9-1-1 or the local police department. In instances that are not emergency situations, contact your Department Head or the Township Manager. The Department Head will contact the Township Manager, who will take responsibility for coordinating a response to the incident. In cases where the reporting individual is not an employee, the report should be made to the local police department.

In instances that involve criminal situations, the designated official will contact the police department for assessment, and if necessary, a criminal investigation.

The Township of Pequannock will promptly and thoroughly investigate all reports of threats of (or actual) violence and/or suspicious individuals or activities. Any individual determined to be responsible for conduct in violation of this policy will be subjected to disciplinary action up to and including termination of employment, arrest and prosecution.

Nothing in the policy alters any other reporting obligation established in the Township's policies or in state, federal or other applicable law.

Confidentiality and Retaliation. This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort to the extent practicable will be made to protect the safety and identity of anyone who comes forward with concerns about a threat or act of violence. Although complete confidentiality cannot be guaranteed, the Township will not disclose the identity of a complaining party unless necessary to investigate the matter or to take remedial action. Employees shall refer any questions regarding his or her rights and obligations under the policy to the employee's Department Head or Township Manager.

Chapter 1.08: Policy Against Harassment

Purpose. Harassment as defined in this Policy is a form of unlawful discrimination. This policy is designed to ensure all employees a work environment free of harassment based upon a protected status, including but not limited to, sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status, and to provide employees with a procedure to bring complaints regarding harassment to management's attention.

Applicability. This policy applies to all individuals employed by the Township of Pequannock, all volunteers working on behalf of the Township, independent contractors, vendors and all other parties, engaged in a professional business relationship with the Township. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

Provisions. All employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Township of Pequannock prohibits any form of harassment or discrimination related to an employee's protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status or criterion protected by law. Harassing conduct under this Policy includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;
- E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or
- F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this policy. **A hostile work environment can arise not only from conduct at the workplace, but can also arise from conduct occurring in a work-related context outside of the workplace (i.e., virtually or off-site) and conduct occurring in a non-work related context (i.e., through private phones, computers, or social media accounts) when that conduct impacts the workplace.**

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

Sexual Harassment. It is Township policy to prohibit and prevent sexual harassment of an employee by another employee or any management representative, supplier, volunteer, business invitee, or any other person, including non-employees. The Township prohibits sexual harassment from occurring in the workplace or at any other location at which Township sponsored activity takes place. Sexual harassment of non-employees by Township employees is also prohibited and to be prevented.

Unwelcome sexual advances, requests for sexual favors and other verbal, physical or visual conduct are expressly prohibited.

Other prohibited conduct includes but is not limited to: offering employment benefits in exchange for sexual favors; visual conduct (leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters); verbal sexual advances, propositions or requests; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; suggestive or obscene letters, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; improper or unwelcome notes or invitations; physical conduct (touching, assault, impeding or blocking movements); and/or derogatory or demeaning comments about a person's sex, gender, gender identity, or sexual orientation.

Prohibited conduct also includes any abusive, hostile, or unwelcome statements or conduct directed against an individual because of that person's sex, gender, gender identity or sexual orientation-related meaning.

Complaint Procedure. Any employee who feels he or she has been subjected to harassment prohibited under this policy should report the incident directly to the designated Affirmative Action Officer. The designated Affirmative Action Officer will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy.

Alternatively, any employee who feels he or she has been subject to harassment should report the incident directly to the Township Manager. The Township Manager will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy. The titles and telephone numbers of the designated Affirmative Action Officer and Township Manager are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer and/or Township Manager should feel free to go to any management representative which he or she feels most comfortable to relay the problem. When any management representative learns of a violation of this

policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

All Township employees should notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on the Township's property during regular work hours for an employee to file a complaint under this policy.

The Township of Pequannock strongly encourages employees who witness conduct which they believe violates the Township's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Township encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed. Supervisory personnel are required to report any potential incident of harassment that comes to their attention and to take immediate remedial action when warranted.

Investigation Procedure. The Township of Pequannock shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Township Manager shall designate an objective investigator to determine the validity of any complaint.

The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused, and such additional investigatory steps appropriate under the circumstances.

If the Township determines that the complaint has merit, the accused shall face appropriate corrective action based upon the severity of the complaint and any prior history of past charges against the individual. Corrective action may include disciplinary action, such as a written warning, suspension, demotion, and/or termination of employment. Upon completion of the investigation, the entire file shall be maintained in a secure location with the Township.

All parties are expected to be truthful in all phases of the complaint and investigation process. Any person found to have intentionally submitted a false complaint or report, or to have intentionally provided false information during a harassment investigation, will be subject to appropriate discipline.

Privacy. To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the Township will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation or for subsequent corrective/disciplinary action. Any

employee who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

Responsibility of Supervisory Personnel. Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Against Harassment. When a supervisor learns of a violation of this policy, the supervisor shall assist the victim in reporting the alleged incident(s) of harassment.

Alternatively, the supervisor shall report the matter to the designated Affirmative Action Officer and/or Township Manager for resolution. In addition, supervisory personnel will take immediate remedial action when warranted to put an end to harassing conduct.

Retaliation Prohibited. The Township of Pequannock encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

Legal Effect. This Policy Against Harassment is to be construed as a unilateral expression of the policy of the Township of Pequannock concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Township's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Township Manager.

Training. The Township of Pequannock recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. It is the expectation of the Township that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Township will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

Contact Information

1. Township Manager – 973-835-5700 ext. 133
2. Affirmative Action Officer (Payroll Administrator) – 973-835-5700 ext. 123

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Harassment Complaint Form

THIS INVESTIGATION IS CONFIDENTIAL AND INFORMATION OBTAINED DURING THE COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED

Name: _____

Department: _____

Job Title: _____

Supervisor: _____

Union Representative (*if any*): _____

Time Period Covered by Complaint: _____

Individuals Who Allegedly Committed Harassment:

	Name	Department	Job Title
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____

Describe the dates and the nature of the harassment allegedly committed by each identified individual:

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Identify all employees or others with knowledge of the complained of conduct:

Are there any documents which contain information supporting the occurrences described above?

Is there any physical evidence which supports your complaint? If so, please describe:

Have you missed any work time as a result of the alleged harassment? If “yes,” identify the occasions.

Have you incurred any unreimbursed medical expenses as a result of the alleged harassment?

If you previously complained about this or related acts of general harassment to an Employer supervisor or official, please identify the individual to whom you complained, the date of the complaint, and the resolution of your complaint:

(Attach additional Sheets if necessary. Include any questions and responses that may be appropriate for the specific case on additional sheet

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy in this complaint?

Acknowledgement:

The information provided above is true and correct.

Signature of Complainant: _____ Date: _____

To investigate your complaint, it will be necessary to interview you, the alleged harasser(s), and any witnesses with knowledge of the allegations or defenses. The Employer will notify all persons involved in the investigation that it is confidential and that unauthorized disclosures of information concerning the investigation could result in disciplinary action up to and including termination.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence the Employer deems relevant.

Signature of Complainant: _____ Date: _____

Witness Statement Form

***THIS INVESTIGATION IS CONFIDENTIAL AND INFORMATION OBTAINED DURING
THE COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED***

Name: _____

Department: _____

Job Title: _____

Union Representative *(if any)*: _____

Length of Time Known: Complainant _____ Respondent _____

Individuals Who Allegedly Committed Harassment:

	Name	Department	Job Title
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____

Identities of other persons with knowledge of facts relevant to this investigation:

*(Attach additional Sheets if necessary. Include any questions and responses that may be appropriate for
the specific case on additional sheets)*

Witness Statement Form (cont'd)

Please provide a detailed description of the events you witnessed. Include the date, time, location and individuals present.

Any other information which should be considered in evaluating the validity of the complaint in this case:

(Attach additional Sheets if necessary. Include any questions and responses that may be appropriate for the specific case on additional sheets)

Acknowledgment:

I, _____, affirm that the information I have provided is true and correct. I acknowledge that the investigation is confidential and that I am not to disclose information obtained by me during the course of this investigation. I understand that unauthorized disclosures could result in disciplinary action up to and including termination.

Signature of Witness: _____

Date: _____

Chapter 1.09: “Whistleblower” Policy

As a matter of policy, the Township of Pequannock abides by all federal, state, and local laws, rules, and regulations applicable to it and has all its employees do the same. Every employee is responsible for assisting the Township to implement this policy.

If an employee becomes aware of conduct that is believed to violate federal, state and local laws, rules and regulations, the conduct should be reported to an employee's Department Head in writing, signed by the employee. For the purposes of this policy, “conduct” includes inaction when an action required by federal, state, and local laws, rules and regulations is expected to be taken. If that is not practical or if that action is taken but does not prevent or correct the perceived violations, the employee is to deliver a written statement, signed and dated to the Township Manager. The written statement should detail the specific information the employee possesses so that the Township may undertake an investigation.

In addition, employees have the right under the “Conscientious Employee Protection Act” (CEPA) to disclose, object to, refuse to participate in, provide information about, or testify about specific activities, policies or practices that the employee reasonably believes is in violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. The Township shall conspicuously display and annually distribute to all employees, in written or electronic form, a notice of employee protections, obligations, right and procedures under CEPA, prepared and distributed by the New Jersey Department of Labor and Workforce Development. The annual notice shall be in English and Spanish. Employees may be required to provide written or electronic confirmation of their annual receipt of this notice. A copy of the notice is also attached as an exhibit to this Manual.

The Township shall not take any retaliatory action or tolerate any reprisal against an employee for taking or participating in any action protected by CEPA.

Certain protections afforded to employees under CEPA are subject to a notice requirement. That is, to enjoy these protections, an employee who intends to report alleged wrongdoing to a public body must in normal circumstances first notify the Township in writing and afford the Township a reasonable opportunity to correct the complained of activity, policy or practice before a disclosure to a public body is made. Disclosure should be directed to the attention of the Township Manager. Disclosure to the Township is not required where the employee is reasonably certain that the activity, policy or practice is known to one or more department heads and/or supervisors of the employer and/or where the employee reasonably fears physical harm as a result of the disclosure provided. However, that the situation is of emergent nature.

This policy is important to the Township of Pequannock. Each employee should seek to resolve any problem within Township channels before reporting it to any outside person or entity.

Chapter 1.11: Employee Complaint Policy

Employees who observe actions they believe to constitute violations of policy, improper or unauthorized workplace conduct, or violations of established norms of workplace behavior, including, but not limited to violations of the General Anti-Harassment and Anti-Sexual Harassment Policies, should immediately report the matter to their supervisor, or, if they prefer, or do not think that the matter can be discussed with their supervisor, they should contact the Department Head or the Township Manager, or a member of the governing body. Reporting of such incidents is encouraged both when an employee feels that he or she is subject to such incidents or observes such incidents in reference to other employees. Employees should report incidents in writing using the Employee Complaint form, but may make a verbal complaint at their discretion. If the employee has any questions about what constitutes harassment, sexual harassment, or any other workplace wrongdoing, they may ask their supervisor or one of the individuals listed above. All reports of wrongdoing will be promptly investigated by a person who is not involved in the alleged wrongdoing.

No employee will be penalized in any way for submitting a complaint in good faith, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in good faith in the investigation of a complaint.

Actions taken internally to investigate and resolve complaints will be conducted confidentially to the extent practicable and appropriate in order to protect the privacy of persons involved. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining employee will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report an incident. Appropriate corrective or other action shall be taken as deemed necessary or appropriate by the Township.

It is critical that all persons, including the complaining party, the subject of the complaint, and any witnesses, be truthful and honest in the information they provide during the complaint and investigation process. The providing of intentionally false information by any person is strictly prohibited and will result in discipline, regardless of the outcome of the underlying complaint.

Chapter 1.12: Grievance Policy

A grievance is any complaint by an employee or group of employees concerning the interpretation, application and enforcement of any personnel policy or procedure of the Township as it applies to him/her/them. Grievances from union employees will be handled pursuant to the terms of the applicable bargaining unit agreement. All grievances from non-union employees must be presented within five working dates after the grievance arises. Failure to report a grievance within such time shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty working days prior to the date the grievance was first presented in writing. The following steps shall be taken in this order

1. Express the grievance orally with your immediate supervisor, within five (5) working days of the event leading to the grievance.
2. If not satisfied, submit the problem in writing to the Department Head. The Department Head shall render a decision within five (5) working days after written submission of the grievance.
3. If the grievance cannot be settled at this level, it should be submitted as an appeal to the Township Manager. This appeal should contain a complete explanation of the problem and the terms of the settlement offered by the Department Head.
4. The Manager may request a conference with the parties involved. The Manager shall render a decision within seven (7) working days of receipt of the written appeal.

The provision of this Policy shall not apply to allegations presented under the Whistleblower Policy or the Employee Complaint Policy.

Chapter 1.13: Access to Personnel Files Policy

The official personnel file for each employee shall be maintained in the Office of the Township Manager. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Electronic personnel and medical records will be protected from unauthorized access.

Upon request, employees may inspect their own personnel files at a mutually agreeable time on the Township premises in the presence of the Township Manager or a designated supervisor. The employee will be entitled to see any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees may not remove any papers from the file. Employees will be allowed to have a copy of any document they have signed relating to their obtaining employment. Employees may add to the file their versions of any disputed item.

Personnel files will not contain confidential employee medical information. Any such information that the Township may obtain will be maintained in separate files and treated at all times as confidential information. Any such medical information may be disclosed under very limited circumstances in accordance with any applicable legal requirements.

The Township endeavors to maintain the privacy of personnel records. There are limited circumstances in which the Township will release information contained in personnel or medical records to persons outside the Township. These circumstances include:

- In response to a valid subpoena, court order or order of an authorized administrative agency;
- To an authorized governmental agency as part of an investigation of the Township's compliance with applicable law;
- To the Township's agents and attorneys, when necessary;
- In a lawsuit, administrative proceeding, grievance or arbitration in which the employee and the Township are parties;
- In a workers' compensation proceeding;
- To administer benefit plans;
- To an authorized health care provider;
- To first aid or safety personnel, when necessary; and
- To a potential future employer or other person requesting a verification of your employment as described in the following section titled, "Requests for Employment Verification and Reference Procedure."

Chapter 1.14: Conflict of Interest Policy

Employees including Township officials must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the Township. Violations of this policy will result in appropriate discipline including termination.

The Township recognizes the right of employees to engage in outside activities that are private nature and unrelated to Township business. However, business dealings that appear to create a conflict between the employee and the Township's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file with the Township Clerk a state mandated disclosure form. The Township Clerk will notify employees and Township officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee including a Township official is in a position to influence a Township decision that may result in a personal gain for the employee or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the Township may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Township Manager or the Township Attorney to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their Township responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using Township time, supplies or equipment in the outside employment activities. The Township Manager may request employees to restrict outside employment if the quality of Township work diminishes. Any employees, or their immediate relatives as defined in the above paragraph, who hold an interest in, or is employed by, any business doing business with the Township must submit a written notice of these outside interests to the Township Manager. The Township Manager must be advised of employment with another public agency.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their Township duties. Under no circumstances accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Township or any person or firm seeking to influence Township decisions. Meals and other entertainment are also prohibited. Employees are required to report to the Township Manager any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

Employees shall not represent private interests before the Township Council or any board, commission or agency of the Township. Employees shall not represent any private

interest in any action or proceeding against the interests of the Township in any litigation to which the Township is a party.

Employees shall not use their official position to obtain personal discounts, preferential or favorable treatment, special rights, benefits, advantages or privileges for one's self, a family member or any other person.

Personal use of Township-owned property, equipment, supplies or services is prohibited. When operating equipment or using supplies, it is to be done for authorized functions only. Any employee found taking unjustified advantage of Township property will be subject to disciplinary action, based on the seriousness of the offense.

Any Township property that becomes lost or stolen is to be immediately reported to the Department Head and a written "Accident/Theft/Loss Notification Report" form must be submitted to the Manager's Office with the Department Head's signature. In a case where the loss or damage is due to employee negligence, the employee is to be held responsible for their actions.

This Policy shall be applied in a manner consistent with the New Jersey Local Government Ethics Act. In case of conflict, the provision of the New Jersey Local Government Ethics Act shall control.

Chapter 1.15: Political Activity Policy

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

Therefore, in accordance with State law, employees are prohibited from engaging in political activities while performing their public duties and from using the Township's time, supplies or equipment in any political activity. Political activities include, but are not limited to, advocating the election or appointment of any candidate for office, verbally or otherwise, and soliciting funds for campaigns or campaign materials. Employees are also prohibited from directly or indirectly using their official positions to control or affect the political action of another person.

Additionally, an employee whose principal employment is with a program financed in whole or in part by federal funds or loans shall not:

- be a candidate for public office in a partisan election. (This provision does not apply to the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs.)
- use his/her official authority to influence, to interfere with or affect election results or nominations for office.
- directly or indirectly coerce contributions from any employee to support a political party or candidate.

Any employee engaging in such political activities during working hours will be subject to disciplinary action up to and including termination of employment. Employees who engage in political activities during their non-working hours must not represent themselves as spokespersons for the Township of Pequannock. Employees should report any violation of this policy to their Supervisor, Department Head or Township Manager.

Chapter 1.16: Employee Evaluation Policy

The Department Head will complete a written evaluation and appraisal form for every employee to measure progress and to encourage self-improvement at least once a year. The evaluation will also record additional duties performed, educational courses completed as well as a plan to correct any weak points using the Employee Counseling form. After completing the evaluation, the supervisor or Department Head will review the results with the employee and return the form(s) with the signed acknowledgement to the Township Manager. After review by the Township Manager, the form(s) are to be forwarded to the Office of the Township Manager for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Township Manager.

Chapter 1.17: Employee Discipline Policy

An employee may be subject to discipline for any of the following reasons (the following represent examples and are not intended to be an exhaustive list):

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and/or visitors.
- Theft or attempted theft of property belonging to the Township, fellow employees, volunteers or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on Township property at any time.
- Being under the influence of intoxicants (e.g., liquor, marijuana) or illegal drugs (e.g., cocaine, etc.) on Township property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Township property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Township premises during work time, without the approval of the Township Manager. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to Township or suppliers' property.
- Sleeping on the job.
- Carrying weapons of any kind on Township premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.

- Unscheduled absence, and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Township or supplier property.
- Failure to perform duties, inefficiency or substandard performance.
- Unauthorized disclosure of confidential Township information.
- Unlawful gambling on Township premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Township premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Conviction of a crime or disorderly persons offense.
- Violating any Township rules or policies.
- Conduct unbecoming a public employee.
- Violation of Township policies, procedures and regulations.
- Violation of Federal, State or Township laws, rules, or regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Unauthorized use of computers, Internet, and email.
- Other sufficient cause.

Major disciplinary action includes termination, disciplinary demotion or suspension or fine exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension or fine of five working days or less.

In cases of employee misconduct, the corrective action taken will be based upon the gravity of the situation, the number and kind of previous infractions, and other considerations pertaining to the matter under consideration deemed by the Township to be relevant.

Employees who dispute disciplinary action taken against them may submit a grievance under the Grievance Policy. Employees entitled to utilize specific disciplinary review procedures under applicable law, individual employment contracts or collective negotiations agreements shall utilize those procedures.

Unless otherwise provided by applicable law, individual employment contract or collective negotiations agreement, all Township employees are employees at will who may be terminated at any time, with or without cause and with or without notice and without the need for the Township to assert disciplinary charges.

Chapter 1.18: Resignation Policy

When resigning from a position, a minimum of two weeks prior written notice to the Department Head is required in order to be considered "resignation in good standing." Oral and short notice (less than two weeks) resignations shall be binding but will not be regarded as being "in good standing."

Chapter 1.19: Workforce Reduction Policy

The Township may institute layoff actions for economy, efficiency or other related reasons, but may first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees will be determined by the Township Manager.

Chapter 1.20: Driver's License Policy

Any employee whose work requires that the operation of Township vehicles must hold a valid New Jersey State Driver's License.

All new employees who will be assigned work entailing the operating of a Township vehicle may be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license status or an unsatisfactory driving record may result in denial or termination of employment.

Periodic checks of employee's drivers' licenses through visual and formal Department of Motor Vehicles review checks may be made by Department Heads or Division Supervisors. Any employee who does not hold a valid driver's license will not be allowed to operate a Township vehicle until such time as a valid license is obtained.

Any employee performing work which requires the operation of a Township vehicle must notify the immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee that fails to report such an instance, is subject to disciplinary action, including demotion or termination. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a Township vehicle shall be subject to possible termination.

Any information obtained by the Township in accordance with this section shall be used by the Township only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. S 2721 et seq.)

Chapter 1:21 Workforce Democracy Enhancement Act

Supervisory and managerial employees, and elected and appointed officials, shall not encourage employees represented by an exclusive representative employee organization, (labor union), to resign or relinquish their membership in an exclusive representative employee organization, and shall not encourage such employees to revoke authorization for the deduction of fees to an exclusive representative employee organization.

Supervisory and managerial employees, and elected and appointed officials, shall not encourage or discourage employees from joining, forming or assisting an employee organization.

Every 120 calendar days beginning on January 1, 2019, exclusive representative employee organizations shall be provided, in an Excel file or similar format agreed to by the employee organization, the following information for all negotiations unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file.

Exclusive representative employee organizations shall have the right to use the employer's email systems to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.

Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned or leased by government entities to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building or facility that would not otherwise be incurred by the government entity.

Chapter 1:22 Contagious/Life Threatening Illness Policy

This policy provides guidance for dealing with work situations involving employees who have contracted communicable illnesses such as, by way of example; COVID, measles, influenza, viral hepatitis-A (infectious hepatitis), Viral Hepatitis-B (serum hepatitis, shingles, Human Immunodeficiency Virus (HIV infection), AIDS, AIDS-related complex, severe acute respiratory syndrome (SARS), and tuberculosis.

This policy does not replace, and is to be read in conjunction with the Township's policies on sick leave, family and medical leave, disabilities and attendance.

The Township will not discriminate against any employee solely because that employee has contracted a communicable illness. The Township shall make reasonable accommodations to known physical and mental limitations of such employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Township.

All employees, including those suffering from communicable illnesses are expected to be able to perform the essential functions of their jobs (with or without reasonable accommodation where such is required by law) without posing a direct threat to the health and safety of themselves or others.

The Township recognizes its obligation to provide a safe and healthy work environment for all employees. Therefore, the Township will obtain appropriate medical direction, when necessary, to ensure that an employee's communicable condition does not pose a significant risk of substantial harm to her/himself or to other employees.

Employees are required to notify the Township at the earliest possible time if they believe they have an illness that is medically recognized as being readily contagious and/or which poses a health hazard to other employees or to the public at large.

The Township will make objectively reasonable decisions involving persons who have communicable illnesses based on current and well-informed, competent medical advice and opinion concerning the illness in question, the risks of transmitting the illness to others, the employee's symptoms, work and medical histories, a careful weighing of the identified risks and the available options for minimizing them. In appropriate cases, the employee may be instructed not to report to work until medical clearance to return to duty is received.

With respect to HIV/AIDS, according to the best medical advice available at the time, casual workplace contact with employees who have AIDS/HIV will not result in transmission to others. Employees are expected to work with co-workers and any other individuals who have these conditions that do not pose a significant risk of harm. Employees who have unwarranted fear of exposure will not be allowed to refuse work with individuals affected by HIV/AIDS or any other communicable illness that does not pose a medically-recognized direct threat of contagion.

Consistent with the concern for employees with life-threatening illness, the Township of Pequannock offers the following resources through the Office of the Township Manager:

- 1) Employee education and information on terminal illnesses and specific life-threatening illnesses.
- 2) Referral to agencies and organizations which offer supportive services for life-threatening illnesses.
- 3) Consultation in assisting employees in efficiently managing health, leave and other benefits. The Township encourages employees who need these resources to contact the Office of the Township Manager.

CHAPTER TWO

Workplace Policies

Chapter 2.01: Personnel Action Report

The "Personnel Action Report" or PAR form is used when an employee or Department Head wants to initiate action on behalf of themselves or an employee. When applying for Paid Time Off, employees utilize the Township's electronic payroll management program; however, if the system is unavailable or some other problem presents itself, the form may be used when applying for paid time off. This form is also used by Department Heads when recommending an employee for pay increase, suspension, dismissal, other significant time off/approved leave or periods of absence or to record employee achievements or commendations. The PAR form requires processing by the Department Head before it is submitted to the Manager for final action, when and where appropriate.

The PAR form has been standardized to expedite any action described above in a simple and direct manner. It must be used whenever applicable. It should be accompanied by any supportive information, as required (i.e. Workers' Compensation claim, etc.).

Chapter 2.02: Job Description Policy

A job description including qualifications shall be maintained for each position. All job descriptions must be approved by the Township Manager. Copies of job descriptions are available upon request in the Office of the Township Manager.

Chapter 2.03: Attendance Policy

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the supervisor gives prior approval. All absences must be reported to the supervisor prior to the start of the normal workday. The normal working hours for administrative departments are 8:30 AM to 4:30 PM. Extended hours of operation are scheduled for the second Tuesday of every month from 8:30 a.m. to 7:30: p.m. with the following Friday from 8:30 a.m. to 1:00 p.m. The working hours for other departments are established by departmental procedures and bargaining unit agreements.

Some employees, because of the nature of their work, are on special schedules which are developed by the employee's Department Head and/or established by an applicable bargaining agreement.

Alternate work hours, for specific days may be established by the Township Manager, with the approval of the Township Council.

Chapter 2.04: Early Closing and Delayed Opening Policy

In the event of unsafe conditions, the Township Manager may authorize Department Heads to close operations earlier than the normal working hours. If conditions exist prior to scheduled openings, the Township Manager shall notify Department Heads of a delayed opening and a new opening time. Each Department will have a calling system in place. If the employee chooses not to report to work, a full Paid Time Off (PTO) day or compensating time will be charged. Paid Time Off (PTO) or sick time, where applicable, will only be charged for a legitimate illness. If work is called off for the day, no time will be charged for the day. This provision does not apply to the Department of Public Works, Police, or any personnel who may be required to assist in an emergency. Certain non-essential employees of the Departments of Public Works and Police may also be excused, subject to the recommendation of the employee's Department Head and approval of the Township Manager.

Chapter 2.05: Dress Code Policy

Township of Pequannock Employees are required to present themselves in a neat, orderly business manner and to dress appropriately for the work they perform.

Employees issued uniforms by the Township are expected to wear such uniforms while on duty. Refusal to wear such uniforms may be cause for disciplinary action.

With the advance approval of the Township Manager, the Township will make necessary reasonable religious and/or disability accommodations that do not violate safety standards or other requirements that are job related and consistent with business necessity.

Employees violating this policy shall be required to take corrective action or will be sent home without pay.

The Dress Code for employees of the Township of Pequannock will be business casual with the following specific exceptions and examples.

- Business casual dress typically includes slacks or khakis, dress or skirt, dress (button down) shirt or blouse, open collar polo type (two/three button) shirt, knit shirt, optional tie, seasonal sport coat or sweater and dress shoes, loafers or other appropriate shoes that covers all or most of your foot.
- Employees issued uniforms by the Township are expected to wear such uniforms while on duty. Prescribed equipment shall also be worn, including but not limited to safety equipment.
- For those employees who may be working in the field, conducting inspections or supervising construction or other activities which may result in clothing becoming easily soiled, jeans or uniforms are acceptable and shall be authorized by the respective Department Head.
- Jeans may be worn on Fridays, provided the jeans are neat, without stains, rips, tears or fraying, schedule permitting.
- Specifically prohibited items of attire include attire such as: t-shirts (except those that are a component of a uniform or otherwise approved), tank tops, flip flops, and any item of clothing that includes obscene or profane statements or images.

Chapter 2.06: No Smoking Policy

As required by State law, the Township has adopted a smoke-free policy for all buildings. Township facilities are smoke-free. No employee or visitor will be permitted to smoke anywhere in Township buildings. Employees are permitted to smoke only outside Township buildings and in such locations that will not allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the Township, smoking near equipment that may be adversely affected by smoke, and smoking in any location in which smoking may cause a fire or explosion hazard is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

Chapter 2.07: Use of Vehicles Policy

The Township of Pequannock owns and maintains a fleet of vehicles ("Employer Vehicles") that are used in furtherance of the business of the Township. The following policy governs the use of all Employer Vehicles (with the exception of vehicles utilized for the patrol/investigative function of law enforcement), and supersedes all other vehicle policies previously in effect. Any employee violating the provisions contained herein will be subject to disciplinary action, up to and including termination, in accordance with applicable laws and regulations. Violations of this policy may also result in the denial of indemnification and/or defense by the Township to the employee in any civil or criminal matter brought in any Court arising from improper use of a Township vehicle. The Township also expressly reserves its right to seek indemnification and/or contribution from employees (including their personal automobile insurance policies) found to have acted in violation of this policy to the maximum extent permitted by law.

Driving Privileges and Licensure. The use of an Employer Vehicle by an employee is subject to the approval and discretion of the respective Department Head and/or Township Manager. Any employee operating an Employer Vehicle must have, in his or her possession, a valid driver's license issued by a state regulatory body within the United States.

A. Employees are required to file a copy of a valid driver's license with the Township prior to the use of an Employer Vehicle.

1. Upon request, an employee must provide a copy of their driver's license or other required documents within twenty-four (24) hours of said request.
2. Employees shall inform the Township within twenty-four (24) hours of any changes in the status of their driving privileges.
3. Failure to comply with the requirements of this section will result in an immediate suspension of an employee's privilege to operate an Employer vehicle and may also result in the denial of indemnification and/or defense by the Employer to the employee in any civil or criminal matter brought in any Court arising from the use of an Employer vehicle while said employee's driving privileges were suspended or revoked.

B. The Township of Pequannock reserves the right to obtain a driving abstract record from the New Jersey Motor Vehicle Service Commission or other regulatory and law enforcement agencies.

1. The Township of Pequannock reserves the right to suspend an employee's driving privileges if the Township deems the action necessary based on the employee's driving record.
2. The Township of Pequannock shall utilize information obtained pursuant to this section only for the purposes of furthering the objectives of this Policy and for no other reason,

and will not reveal personal or other information contained in an employee's driving abstract record to any party except where required by applicable law.

C. The Township of Pequannock may occasionally offer safe driving courses and reserves the right to compel employee attendance at such courses.

D. If requested by the Township Manager, the employee must agree to consent to a simulated road test to determine his/her fitness to safely operate a vehicle.

E. In the event that the employee is under the influence of any medication (prescribed or over-the-counter) or other substance (including alcohol) that might impair his/her ability to safely operate a vehicle, he/she must refrain from driving until he/she notifies her/his Department Head or Township Manager and await clearance to resume driving.

Official Use Only. The use of Employer Vehicles is restricted to official Township business only. Employees shall not be permitted to use Township vehicles for travel or activity unrelated to municipal business. Likewise, no supervisor may authorize such use or any use of an Employer Vehicle for other than Township business or use which is otherwise inconsistent with this policy.

Employer Vehicles assigned to employees under this policy are to be operated only by the employee while acting within the scope of her/his employment. No employee shall authorize or permit any other non-Township of Pequannock employee, including but not limited to family members of the employee, to operate an assigned Township Vehicle. Such vehicles may only be used for purposes of commuting to and from home and work responsibilities and may be utilized only by employees. Such use of a Township Vehicle for commuting and from home and work responsibilities is voluntary and do not entitle the employee to compensation while commuting.

Location of Vehicles. Employees who are assigned the regular use of an Employer Vehicle for official business may, with written permission of the Township Manager, take the Employer Vehicle home at night and keep said vehicle at home while off duty.

If the employee will be absent from duty for more than ten (10) consecutive days, including weekends and holidays, he/she must surrender the Township vehicle to his/her direct supervisor or return the vehicles to the designated municipal parking lot. An employee storing the vehicle at his residence must provide safe parking for the vehicle at all times.

Accidents and Incidents. Upon being authorized to utilize an Employer Vehicle, employees will consult their Department Head as to the appropriate steps to take if they become involved in an accident (filling out accident reports, obtaining witness names, etc.)

A. In the event of an incident or accident involving the use of an Employer Vehicle, employees must immediately contact their supervisor and/or Department Head. All required reports and documentation must be submitted to the Township Manager within two (2) business days of the incident or accident.

B. Any municipal employee or official who is involved in a motor vehicle accident while driving a municipal vehicle shall submit to a drug and alcohol screen immediately following the accident or within four (4) hours thereafter. Employees who possess commercial drivers' licenses (CDLs) shall be subject to post-accident drug and alcohol testing in accordance with federal law.

Citations and Violations. Operators of Employer Vehicles are expected to follow all laws, regulations and rules proscribed by the Motor Vehicle Commission. Drivers are responsible for paying any moving violation tickets and MUST notify the Township of said violations within forty-eight (48) hours of receipt of said ticket (regardless of the employee's decision to contest such ticket in municipal court). Drivers are responsible for paying all parking tickets incurred. The Township of Pequannock should be notified of the receipt of a parking ticket within 48 hours of receipt of said ticket.

Drivers are responsible for all "Notice of Delinquent Toll Payment Violations" (including but not limited to EZ-Pass). Upon having been notified of said violation, either by direct mail or notice from the Township, an employee shall, within ten (10) business days of such notice, provide acceptable proof to the employee's Department Head or Township Manager that the outstanding toll and any related fees have been paid.

General Policies and Procedures. Employees authorized to use an Employer Vehicle for official business must adhere to the policies and procedures set forth in this Policy. Failure to comply with the provisions below will result in a loss of privileges:

A. Drivers must ensure that all required documents (driver's license, LD. badge/card, registration, insurance card) are in their possession while operating the vehicle. Vehicle registration and insurance cards should be kept in a locked compartment of the vehicle when not in use.

B. Employees assigned exclusive use of an Employer Vehicle are responsible for scheduling all repairs and manufacturer recommended maintenance in order to maintain all manufacturers' warranties (including routine oil changes).

C. Vehicles are to be kept clean at all times, and should be washed and vacuumed regularly (unless prohibited by the New Jersey Department of Environmental Protection or other similar regulatory body).

D. No smoking is allowed in Employer Vehicles at any time.

E. In accordance with N.J.S.A. 39:4-97.3 and any other applicable statutes and regulations, the use of hand-held phones or electronic devices (BlackBerry, navigation systems, etc...) while driving Employer Vehicles is prohibited. This prohibition includes the sending or reading of e-mails, text messages and other similar communications.

F. All occupants must wear seat belts at all times when the vehicle is in use and observe all road safe rules and regulations, such as "Wipers On, Lights On."

G. Employees are expected to operate vehicles in a safe and courteous manner at all times and are expressly reminded to avoid tailgating or other unsafe practices.

H. Employees are reminded of the risks inherent from driving while drowsy. In the event that a driver becomes tired while operating a vehicle, they should pull off the road and seek appropriate assistance.

I. Employees who utilize their own vehicles for Township business must have adequate insurance, as required by the State of New Jersey.

Violation of this policy may result in disciplinary action up to and including the suspension of the employee's privilege to operate an Employer Vehicle and/or termination.

Chapter 2.08: Computer Use, Electronic Mail, and Internet Policy

The Township of Pequannock's e-mail, voicemail, computer systems and Internet service are for official Township business and use for all other non-business purposes during working time is prohibited. This includes, but is in no way limited to, the use of computers or Township-issued mobile devices, use of social networking, gaming or TV/video. "Working time" shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Township. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

Note: All e-mail, voicemail, text, and internet messages sent, received, created or recorded on the Township's e-mail, computer systems and Internet service are official documents subject to the provisions of the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq.

The Township of Pequannock operates in an environment where the use of computers, e-mail and the Internet are essential tools for employees. It is the responsibility of all employees to guarantee that these systems are solely used for business-related purposes during working time, (as defined above) and are used in a proper and lawful manner at all times.

- Employees are advised that all computers owned by the Township of Pequannock are to be used for business purposes only during working time (as defined above), and that they have no expectation that any information stored, received, sent, saved or created on a Township computer is private. Because e-mail messages are considered as business documents, the Township expects employees to compose e-mails with the same care as a business letter or internal memo.
- Downloading or misusing software available through the Internet could violate copyright laws or licensing requirements. Software and "apps" should not be downloaded or installed on Township computers and devices without authorization.
- Personal use of any computer during working time (as defined above) is prohibited, unless expressly authorized by the employee's supervisor.
- The Township reserves the right to block or cancel an employee's access to Internet sites or the Internet as a whole while using business computers or on the Township's time.
- The e-mail, telephone, and Internet systems, as well as the messages thereon, are the property of the Township of Pequannock.
- The Township of Pequannock reserves its right to monitor its computer systems, including but not limited to, e-mail messages, computer files and Internet usage, with or without notice, at any time, at the Township's discretion. The Township also reserves the right to access and disclose such communications and recordings to third parties in certain circumstances. Therefore, employees shall have no expectation of privacy in any transmissions made or received using Township of Pequannock computers or email accounts, or in any content, received, sent, saved or created on a Township computer or e-mail account.

- Employees must be aware that the mere deletion of a file or message may not fully eliminate that file or message from the system.
- The existence of personal access codes, passwords and/or "message delete functions," whether provided by the Township of Pequannock or generated by the employee, do not restrict or eliminate the Township's access to any of its electronic systems as the employees shall be on notice that they should not have any expectation of privacy when using these systems.
- Employees shall not share personal access codes or passwords, provide access to an unauthorized user, or access another's e-mail or Internet account without authorization.
- The Township's network, including its connection to the Internet, is to be solely used for business-related purposes during working time (as defined above). If permission is granted, an employee's personal use of the Township's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with the Township's policies and all applicable laws.
- Any messages or transmissions sent outside of the organization via e-mail or the Internet may pass through a number of different computer systems, all with different levels of security. Accordingly, employees should not send privileged and/or confidential communications (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure), via e-mail or the Internet unless the message is properly encrypted, and should consider a more secure method of communication for such data.
- Because postings placed on the Internet may display the Township's address or other Township-related information, and thus reflect on the Township, make certain before posting such information that it exhibits the high standards and policies of the Township of Pequannock. Under no circumstances shall data of a confidential nature (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure) be posted on the Internet.
- If you identify yourself as an employee in any manner on any internet posting or blog, comment on any aspect of the Township's business or post a link to the Township, you must include the following disclaimer in an openly visible location: "the views expressed on this post are mine and do not necessarily reflect the views of the Township of Pequannock or anyone associated/affiliated with the Township of Pequannock."
- Subscriptions to news groups, mailing lists, RSS feeds, or similar online services are permitted only when the subscription is for a work-related purpose and is authorized by the Township. All other subscriptions are prohibited.
- All files downloaded from the Internet, e-mail attachments or the like should be checked for possible viruses. If uncertain whether your virus-checking software is current, you must check with the Township's Network Administrator before downloading.

- Any "improper use" of e-mail or the Internet is strictly prohibited while at work or while using a Township of Pequannock computer. "Improper use" includes, but is not limited to: connecting, posting, or downloading obscene, pornographic, violent, sexually suggestive, or discrimination based material; attempting to disable or compromise the security of information contained on the Township's computer systems; or sending or receiving obscene, violent, harassing, sexual or discrimination based messages. If an employee receives a message that meets this definition of an "improper use" of the Township's electronic media from someone outside of the Township, it is the employee's duty to immediately inform the sender of such materials that he or she must refrain from sending such materials.
- Your Internet postings SHOULD NOT VIOLATE ANY OTHER APPLICABLE EMPLOYER POLICY, including, but not limited to, the following (for emphasis): the Township's Anti-Harassment and Discrimination Policies.
- Township business which is conducted by an employee on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

All employees are responsible for avoiding e-mail "phishing." Those who are provided with municipal e-mail accounts should not click on e-mail attachments, links, or unsolicited e-mail from any unknown person. Report all suspicious looking e-mail, even if purportedly sent by a known person to the appropriate Department Head or the Township Manager, immediately. Under no circumstance should any person respond to an e-mail or link that asks for the entry of a computer or device password or any personal identifiers.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination. This policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions communicate with each other; or engage in other concerted activities for their mutual aid and protection.

Social Network Postings

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Township and its relationship with the community. This provision identifies prohibited activities by employees on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Township of Pequannock reserves the right to investigate postings, private or public, that violate work-place rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Employer by other employees or third parties. Employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that employees can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment what you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act. Further, this policy shall not be interpreted or applied in a manner inconsistent with federal and state law pertaining to the free speech right of public employees.

Chapter 2.09: Video Surveillance

The Township may install video surveillance camera systems within public buildings and throughout public areas within the Township, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the Township will ensure compliance with federal, state and local laws governing such usage.

The Township's video surveillance camera systems are a significant tool to which the employees of the Township will avail themselves in order to complete the goals and objectives of the Township. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The Township's designee will be responsible for authorization of users. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the Township's video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission for the designee of the Township.

The Township shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention of this policy and/or a potential privacy breach has the responsibility to ensure that the Township Manager is immediately informed of such breach.

Chapter 2.10 Bulletin Board Policy

The bulletin boards located in the Township administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Township Manager may post, remove, or alter any notice.

Chapter 2.11: Employee Dating Policy

Romantic relationships among employees frequently lead to problems in the workplace. They may result in favoritism, discrimination, unfair treatment, friction among co-workers, or the perception that they generate such problems. Therefore, the Township has adopted the following policy.

No elected official, officer or employee holding a supervisory, administrative, or managerial position having the authority to affect or recommend changes in the terms and conditions of employment, shall engage in a romantic, dating, or intimate/sexual relationship with another employee of the Township whom he/she supervises, or whose terms and conditions of employment he or she can influence. Examples of terms and conditions of employment for purposes of this policy include but are not limited to promotion, evaluation, assignment, review or allocation of work, termination, training, discipline and compensation. Violations of this policy may be met with appropriate discipline, transfer, or other appropriate personnel action as the Township deems appropriate under the circumstances. No person who is currently on the payroll of the Township shall be placed or continued in a position that provides supervision over someone with whom that person has a romantic or dating relationship. Further, the Township reserves the right to address any workplace issues that may result from the relationship in a manner it deems appropriate.

Employees considering entering into a dating, romantic or intimate relationship with another Township employee, even in circumstances not prohibited under this policy, are strongly encouraged to review and consider all Township policies regarding workplace conduct, including but not limited to policies pertaining to sexual and other forms of workplace harassment, as well as the policies on conflicts of interest and anti-nepotism, and to be guided accordingly. Further, all employees, irrespective of their personal relationship, are expected to conduct themselves in a professional manner while at work and during Township's formal events and functions and refrain from overt displays of affection or emotion that are or may be perceived as inappropriate in a professional setting.

Employees may report violations of this Dating Policy to the Township Manager.

Chapter 2.12: Lunch Break Policy

Township of Pequannock Employees are provided with a mid-day/mid shift break for the purposes of taking a break from work and ingesting sustenance. Unless otherwise provided, the Lunch Break for non-represented employees is sixty (60) minutes, unless otherwise approved by the Township Manager. For those employees who are members of collective negotiations groups, the time period is articulated in the appropriate collective negotiations agreement.

For those employees who work during the standard municipal workday, 8:30 am to 4:30 pm, the Lunch Break should generally be taken between the hours of 11:30 am and 2:30 pm and scheduled so as to allow for continuity of coverage for municipal offices. The Lunch Break is explicitly not intended to be a flex hour or personal hour to be applied to the beginning or end of the work day. Any employee who wishes to utilize his/her Lunch Break in this manner may only do so with the prior approval of the Township Manager.

CHAPTER THREE

Paid and Unpaid Time Off Policies

Chapter 3.01: Paid Holiday Policy

The following official holidays shall be observed by the Township for Class I employees:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The observed holidays may be modified by resolution of the Township Council.

The Township Manager may, at his discretion, change an official holiday or provide one (1) floating holiday, in lieu of a holiday, provided that in no case shall holidays exceed eleven (11) days per annum or as contained in contract.

Each Class II employee shall observe the above-referenced holidays on a prorated basis provided the employee was normally scheduled to work on the day of observance for the holiday.

In the event that a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday. In the event that the holiday falls on a Sunday, the holiday shall be observed on the following Monday, or as designated by the Township.

Chapter 3.02: Paid Time Off

A. Class I employees earn cumulative paid time off with pay for each full calendar month of service in accordance with the following schedule or as provided for in approved agreements:

<u>Months of Continuous Service</u>	<u>Days of Paid Time Off Leave Earned*</u>
1 - 48 months	1.83 days/month
49 - 108 months	2.25 days/month
109 - 192 months	2.67 days/month
193 - 228 months	2.75 days/month
229 - 240 months	2.83 days/month
241 - 252 months	2.92 days/month
253 - 264 months	3.00 days/month
265+ months	3.08 days/month

* Class II employees shall earn prorated paid time off with pay based on the above schedule. Prorating for Class II employees shall be determined by schedule articulated on the employee's offer letter or mutually executed Personnel Action Report. Should an employee's schedule change after his/her hire, it is the supervisor and Department Head's responsibility to submit a PAR with the revised schedule, which shall be the bases for recalculating the prorated paid time off.

B. Earned paid time off may be taken only at such time as the employee's department head and/or the Township Manager may approve.

C. With the exception of one (1) day, as articulated below in paragraph "F", paid time off may be taken in increments not less than one-half day as approved by the employee's department head and the Township Manager. A minimum of one week written notice is required to request paid time off in excess of two consecutive days. Paid time off in excess of twenty-one (21) consecutive work days is prohibited in any twelve month time frame unless approved by the Township Manager.

D. Any employee, who is terminated from the services of the Township as a result of a reduction in force for matters of economy and efficiency shall be paid for unused paid time off, accumulated under this section, at their then current rate of pay up to a maximum of thirty-five (35) days.

E. All vacation and sick leave benefit time accumulated prior to January 1, 2014 will be converted to paid time off.

F. For Class I employees, in a calendar year, up to one (1) day of paid time off may be taken in one (1) hour increments. For any other Class of employee, he/she may take up to one (1) prorated day of paid time off in one (1) hour increments, in a calendar year.

G. Any employee who resigns or retires or is terminated for any reason other than a reduction in force shall not be eligible for compensation for any accrued paid time off upon or following separation from the Township of Pequannock.

Chapter 3.03: Compensatory Time/Overtime Policy – Accrual & Use

Compensatory Time/Overtime Accrual

All eligible Class I and Class II employees may accrue compensatory time when preapproved by the Department Head. Compensatory time may accrue in two separate pay situations.

Overtime: The Township of Pequannock complies with all applicable federal and state laws with regard to payment of overtime work, including the New Jersey Wage and Hour Law and the federal Fair Labor Standards Act.

Under the Fair Labor Standards Act, certain employees in executive, administrative, computer or professional positions who are paid on a salary basis are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$107,432 per year, on a salary basis depending upon their job duties. The Township Manager shall notify all exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Township Manager's prior approval and at the sole discretion of the Township Manager.

Depending on work needs, non-exempt employees may be required to work overtime. Such employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and/or the Township Manager. Employees working overtime without prior approval will be subject to disciplinary action.

Non-exempt civilian employees are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time is not. Such employees may choose to receive overtime compensation in the form of compensatory time off at the rate of 1.5 hours compensatory time for every 1 hour of overtime worked, not to exceed an accumulation of 25 compensatory hours.

Overtime compensation for employees in recognized collective negotiations units shall be as set forth in the applicable collective negotiations agreement, however, that such agreements shall not be inconsistent with applicable law.

Holiday Pay: Eligible employees who work on a day observed as a holiday may receive holiday compensatory time.

All accrual of compensatory time shall be documented utilizing the Township's electronic payroll program or on employee time sheets and personnel action reports (PARs.)

At no time may accrual on compensatory time exceed twenty five (25) hours on December 31st of each year.

Overtime-exempt positions shall not accrue compensatory time or receive overtime pay.

Compensatory Time Use

Employees may use compensatory time at a time that is mutually agreeable to both the employee and the Department Head. Accordingly, the use of compensatory time requires advanced approval by an individual's Department Head. A Department Head has the responsibility and authority to approve or disapprove an employee's request to use accrued compensatory time based on his/her judgment of departmental necessity. Notwithstanding the foregoing, employees shall be permitted to use compensatory time within a reasonable period after making a request for use unless such use would unduly disrupt Department or Township operations.

Compensatory time must be used in intervals of no less than one hour and documented by utilizing the Township's electronic payroll program or a PAR signed by the employee and the employee's Department Head.

Upon termination of employment, unused compensatory time shall be paid to the employee at the employee's final regular rate of pay.

Compensatory time may not be used during any scheduled work period that results in earning overtime, holiday pay or additional compensatory time.

The Township reserves the right to, in its sole discretion, cash out any employee's accrued compensatory time, in whole or in part, at any time, at the rate of pay the employee is earning at the time of cashing out.

Chapter 3.04: Compliance With New Jersey Paid Sick Leave Law, (P.L. 2018, Ch. 10)

A. Any employee otherwise entitled to at least forty (40) hours of paid time off under the terms of this policy manual, or under any applicable ordinance, resolution or practice of the Township, shall be entitled to use up to forty (40) hours of such paid time off per calendar year for the following purposes:

- (1) time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;
- (4) time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
- (5) time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

For purposes of this Policy only, "family member" means a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee, or a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee, or a sibling of a spouse, domestic partner, or civil union partner of the employee, or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

If the employee's need to use paid time under this Policy is foreseeable, the employee will be required to produce advance notice, not to exceed seven calendar days prior to the date the leave is to begin, of the intention to use paid time under this Policy and its expected duration, and shall make a reasonable effort to schedule the use of paid time under this Policy in a manner that does not unduly disrupt the operations of the employer. If the reason for the use of paid time under this Policy is not foreseeable, the employee shall provide notice of the intention to use paid time under this Policy as soon as practicable.

For use of paid time under this Policy extends for three or more consecutive days, the following supporting documentation shall be required:

- If paid time under this Policy is being taken under paragraph (1) or (2), above: documentation signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, number of days of leave.
- If paid time under this Policy is being taken under paragraph (3), above: medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
- If paid time under this Policy is being taken under paragraph (4), above: a copy of the order of the public official or the determination by the health authority.
- If paid time under this Policy is being taken under paragraph (5), above: any reasonable documentation showing that a conference, meeting, function, or other event has been scheduled or is occurring.

B. Effective October 29, 2018, any employee not entitled to at least forty (40) hours of paid time off under the terms of this policy manual, or under any applicable ordinance, resolution, or practice of the Township, shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum of forty (40) hours accrued, used or carried over in any calendar year. Said paid sick leave may be used for any purpose listed in Section A, above, under the conditions set forth in Section A, above. For those employed as of October 29, 2018, earned sick leave under this Section shall begin to accrue effective October 29, 2018, and may be used at any time beginning on the 120th calendar day after the employee began employment. For those employed after October 29, 2018, earned sick leave under this Section shall begin to accrue on the first day of employment and may be used at any time beginning on the 120th calendar day after the employee began employment.

C. Nothing in this Policy shall be construed as requiring payment for any form of unused paid leave upon separation from employment unless otherwise provided under the terms of a different provision of this policy manual, or under any applicable ordinance, resolution, or practice of the Township. Employees receiving paid sick leave under Section B of this Policy shall not be entitled to payment for unused paid sick leave upon separation from employment under any circumstance.

D. The calendar year shall be deemed the “benefit year” for purposes of *N.J.S.A.* 34:11D-1.

E. This Policy shall not apply to those employees who are provided with sick leave with full pay pursuant to any law, rule, or regulation of the State of New Jersey.

Chapter 3.05: Bereavement Leave Policy

In case of death in the immediate family, a Class I, II, or III employee shall be granted up to three (3) days' bereavement leave. Immediate family shall be defined as the employee's spouse, child, stepchild, mother, father, brother or sister, father-in-law, mother-in-law, brother-in-law, or sister-in-law, maternal and paternal grandparents, domestic partner, step mother/father, son/daughter-in-law, grandchild, aunt/uncle, niece/nephew.

In the event of a death in the immediate family in which extenuating circumstances exist, additional days may be granted by the Township Manager.

Chapter 3.06: Jury Duty Policy

A paid leave of absence will be granted to any employee summoned for jury duty. The leave must be documented utilizing the Township's electronic payroll program or a PAR form must be filled out and approved by the Manager.

Chapter 3.07: Leave of Absence Policy

Employees may be granted a personal leave of absence for up to six months at the sole discretion of the Township Manager if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Township Manager may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the Township.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. Refer to the Township Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the Township. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

Chapter 3.08: Family and Medical Leave Act Policy

Federal and state laws provide employees with period of leave from employment made necessary due to certain specified reasons. The purpose of this policy is to explain your right and obligations under these laws.

FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)

I. Eligibility Under FMLA

Township employees who have worked for the Township for at least twelve (12) months and have worked at least 1,250 hours in the twelve (12) months preceding the need to take leave, are eligible for a job protected leave of up to twelve (12) weeks over a 12-month period. The determination whether an employee has used twelve (12) weeks over a 12-month period is based upon a “rolling” twelve (12) month period measured on a “look back” basis to determine if there has been any prior FMLA leave usage in the prior twelve (12) month period. Upon the Township receiving an employee request or otherwise becoming aware of the possibility of a leave of absence being eligible for FMLA coverage, the employee will be given notice of such potential eligibility and the employee will be required to complete the appropriate paperwork.

II. Reasons for FMLA Leave

The Township must designate leave as FMLA leave even without an employee’s request, or consent, and without the submission of a medical certification under those circumstances in which it is clear that the reason for leave is qualified as eligible protected leave.

FMLA leave may be taken for the following purposes:

The birth of an employee's child, or the placement of a child for adoption or foster care, for the care of or to bond with the child. This provision is applicable to both mothers and fathers and must be taken within twelve (12) months of the child’s birth. If married individuals, as the term married is recognized in the State of New Jersey, are both employees of the Township, leave is limited to twelve (12) weeks in the aggregate in any twelve (12) month period;

The care of the employee's immediate family member (spouse, child or parent), if that family member has a serious health condition;

A serious health condition that renders the employee unable to perform their job.

The employee must attend to a qualifying exigency arising out of the fact that the employee’s spouse, child or parent is on covered active duty or has been notified of an impending call to become active in the Armed Forces.

The care of an injured or ill service member.

Leave for a service member may extend up to 26 weeks in a 12-month period for an employee whose spouse, child, parent or next-of-kin is injured or recovering from an injury suffered while on active military duty and who is unable to perform duties of the service member's office, grade, rank or rating. Next-of-kin is defined as the closest blood relative of the injured or recovering service member. An employee is also eligible for this type of leave when the family service member is

receiving medical treatment, recuperation or therapy, even if the service member is on temporary disability or is retired.

Employees requesting FMLA leave for care of a service member must provide certification of the family member or next-of-kin's injury, recovery or need for care. This certification is not tied to a serious health condition as for other types of FMLA leave. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

III. Terms and Definitions Under the FMLA

"Child" includes biological, adopted, and foster child, step-child, legal ward or a "child" of a person acting in the capacity of a parent.

"Parent" includes biological parents, as well as a person that acted in the capacity of a parent toward the employee. Siblings and in-laws are not covered by the FMLA.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

"Incapacity" means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom.

"Treatment" includes (but is not limited to) examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

IV. Duration of FMLA Leave

Except in the case of leave to care for a covered servicemember with a serious injury or illness, upon following proper notification and approval procedures, an employee shall be entitled to a leave for up to 12 workweeks in a 12 month period. This leave may be divided into separate blocks of time provided that the total time within which the leave is taken does not exceed a 12 month period. An employee eligible for leave to care for a covered servicemember with a serious injury or illness shall be entitled to a leave for up to 26 workweeks in a 12 month period.

For purposes of determining the amount of leave used by an employee, the fact that a holiday may occur within the week taken as FMLA leave has no effect; the week is counted as a week of FMLA leave. However, if an employee is using FMLA leave in increments of less than one week, the holiday will not count against the employee's FMLA entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Intermittent or Reduced Scheduled FMLA Leave

It is not required that family/medical leave be taken all at one time. Intermittent leave (periodic) can be taken if the employee or a covered family member has a serious health condition, provided intermittent leave is medically necessary. Intermittent leave is leave taken in separate blocks of time, rather than one continuous period. Reduced leave is a schedule in which the weekly hours or hours per day are reduced. The Township provides intermittent or reduced schedule leave in accordance with the FMLA, subject to the notice requirements set forth in this policy.

V. Employee Notification Requirements

An employee should give, when known, 30 days' notice, but no less than two (2) weeks' advance notice in the event of a foreseeable leave. A "Request for Family/Medical Leave" form should be completed by the employee and returned to the Township Manager or his/her designee. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable, followed by the completed form. The notice must indicate that (1) the employee is unable to perform the functions of the job or that a covered family member is unable to participate in regular daily activities; (2) the anticipated duration of the absence; and (3) whether the employee intends to visit a health care provider or is receiving continuing treatment.

If an employee fails to give notice of foreseeable leave with no reasonable excuse, leave may be denied until 30 days after the employee provides notice.

When requesting that leave be designated as intermittent leave, the need for intermittent leave must have been pre-authorized in advance through the completion of a medical certification and the employee must give as much advance notice of the intermittent leave as reasonably possible and at minimum, in accordance with any parameters set forth in the physician's certification.

When planning medical treatment, an employee must make a reasonable effort to schedule the leave so as not to unduly disrupt the Township's operations.

In the event of leave to attend to a qualifying exigency, the employee shall provide as much notice as is reasonable and practical under the circumstances.

VI Employer FMLA Notification Requirements

Notice of Eligibility Rights: Within five (5) days after the employee requests leave or after the Township learns that leave may be needed for an FMLA-qualifying reason, the Township will provide written notice stating whether the employee is eligible for FMLA leave, and if not eligible, at least one reason why.

Notice of Designation of Leave: Within five (5) days after the Township receives the completed medical certification from an employee and/or otherwise becomes aware of a qualifying leave, the Township will provide a written notice stating whether leave is available, how much leave has been designated as FMLA leave, and how much leave remains. For a leave of unspecified duration, the Township will update the notification every 30 days as to how much leave was designated FMLA and how much leave remains. If any part of the requested leave is not designated as FMLA leave, the Township will provide written notice of and reason for denial. In the instance the need for leave and that the leave qualifies is known at the same time, a Notice of Eligibility Rights and a Notice of Designation of Leave will be provided at the same time to the employee; within five (5) days of the Township having knowledge.

VII. Use of Paid Leave Time In Conjunction with FMLA Leave

It is the Township's policy that accrued paid sick leave time must be used concurrently with FMLA designated leave, and will count toward the full maximum benefit of twelve (12) weeks of leave time under the FMLA. The use of accrued vacation and compensatory time may be used by the employee during FMLA leave at the employee's option.

When an employee on FMLA leave receives disability benefits or workers' compensation benefits, the leave shall run concurrently with FMLA leave.

VIII. Health Benefits and Leave Time Accrual While on FMLA Leave

The Township will continue its normal payments toward the employee's health/dental insurance program while the employee is on approved FMLA leave. The employee must make his or her required contributions if the health/dental insurance is to continue.

During any period of FMLA with pay (where paid leave runs concurrently), leave time will continue to accrue. Employees do not accrue leave time during unpaid leave. Pension contributions shall be remitted only when paid leave runs concurrently with FMLA time.

IX. Return from FMLA Leave

Upon return from leave, the Township will restore an employee to his or her position or to a position with equivalent pay, benefits, and other terms and conditions of employment; however, the Township cannot guarantee that an employee will be returned to his or her original position. The Township will determine whether a position is an "equivalent position." All employees who take leave for their own serious medical conditions will be required to present a fitness-for-duty certification and be medically cleared prior to being restored to employment.

Failing to Return Upon Expiration of Leave

Unless the employee has been granted an ADA accommodation or additional unpaid leave time in accordance with this policy's provisions, an employee who fails to return to work upon the expiration of FMLA leave may be subject to termination and will lose health insurance coverage effective the last day of the month in which the employee is terminated. Employees who do not continue their employment may continue their health insurance coverage pursuant to COBRA at their own expense.

Working for Another Employer While on FMLA Leave

Employees shall not, during any period of FMLA leave, perform services for another employer for whom the employee did not provide those services immediately prior to commencement of the leave. To the extent other work is allowed while the employee is on FMLA leave, the employee must establish that the other work is not inconsistent with the need for leave from the Township.

NEW JERSEY FAMILY LEAVE ACT (NJFLA)

I. Eligibility for New Jersey Family Leave

Employees may also be eligible for leave under the New Jersey Family Leave Act (NJFLA). Employees are eligible for NJFLA leave if they have worked for the Township for at least (12) twelve months and they have worked at least 1,000 hours during the (12) twelve month period immediately preceding the start of the requested leave.

II. Reasons for NJFLA Leave

NJFLA Leave may be taken for the following reasons:

The birth or adoption of a child;

The serious health condition of a family member of the employee;

In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:

- (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
- (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
- (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

III. Definitions Under NJFLA

NJFLA Definition of a “Serious Health Condition”: An illness, injury, impairment or physical or mental condition that involves:

- (i) inpatient care in a hospital, hospice or residential medical care facility, or
- (ii) continuing treatment by a health care provider.

NJFLA Definition of a “Child”: “Child” means a biological, adopted or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or a child

of a civil union partner or a child who becomes a child of a parent pursuant to a written agreement between the parent and a gestational carrier.

NJFLA Definition of a “Family Member”: A “Family Member” means a sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship.

Leave Benefits. An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently when medically necessary.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Employer’s operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

Leave taken to care for a newly born or adopted child or a child placed into foster care with the employee may be consecutive or intermittent and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

Depending on the purpose of the employee’s leave, the employee may be required to or may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave. The Employer will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications. When requesting NJFLA leave, an employee must provide the Employer thirty (30) days' advance written notice. For employees requesting leave on an intermittent basis, at least fifteen (15) days advance written notice must be provided. If advance

written notice is not possible because of an emergency, the employee must provide the Employer with reasonable oral notice and then follow up with written notice.

The employee also must give the Employer a medical certification supporting the need for leave. The Employer reserves the right to require second or third medical opinions and periodic recertifications. The employee must also provide periodic reports during the leave regarding the employee's status and intent to return to work as deemed appropriate by the Employer. If an employee fails to provide the required documentation, the Employer may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which case the absences will be treated in accordance with the Employer's standard leave of absence and attendance policies and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJFLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Returning to Work after NJFLA Leave. On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Employer's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Employer-provided leave available to him/her).

Retaliation Prohibited. The Employer and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The Employer encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of the human resources official.

IV. Interplay with FMLA Leave

If a leave of absence is eligible for both FMLA and FLA coverage, leave under the FMLA and the NJFLA will run concurrently, unless otherwise provided for by law. For example, if the employee requests leave for the birth of a child, such leave would be covered under both the FMLA and the NJFLA. The employee would therefore only be entitled to a total of 12 weeks of leave. If, however, the employee requests leave that is only covered by the FMLA, it shall not abridge the employee's right to request leave for reasons allowed under the NJFLA. This means that in certain limited circumstances, the employee may be entitled to up to twenty-four (24) weeks leave in a twelve (12) month period. For example, if the employee requests leave to care for his/her own serious health condition, such leave would only be covered by the FMLA. The employee could then request an additional 12 weeks for reasons allowed under the NJFLA, such as to care for a family member with a serious health condition.

V. Interplay with New Jersey Family Leave Insurance Program

The NJ Family Leave Insurance Program (FLI) provides for up to twelve (12) weeks of benefits in a twelve (12) month period to employees who would otherwise suffer wage loss as a result of the need to participate in providing care for a family member with a serious health condition, or to bond with a newborn or newly adopted child. FLI may be taken intermittently when the employee is providing care for a family member with a serious health condition. If taken intermittently, the employee may receive benefits for up to 56 working days within a twelve (12) month period. The program provides eligible individuals a monetary benefit for the period of otherwise unpaid absence, but not a period of additional leave.

FLI may also be utilized for an employee utilizing unpaid leave to address, or to assist an eligible family member in addressing, domestic or sexual violence under the “New Jersey Security and Financial Empowerment Act.” Such leave shall not exceed 20 days in any twelve-month period measured from any incident of domestic or sexual violence.

Employees who are out on FMLA and/or NJFLA leave for reasons that make them eligible for FLI may, their option, elect to use FLI benefits instead of paid leave.

FLI is not available for absences due to the employee’s own illness or incapacity. However, an employee who has exhausted paid time off may qualify for disability insurance coverage for his or her own illness or incapacity.

Chapter 3.09: Domestic Violence Leave Policy

PURPOSE

The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

The following terms are defined solely for the purpose of this policy:

Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.

Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Human Resources Officer (HRO)—An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO) - A civil court order issued by a judge to protect the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of

a TRO may be a criminal offense. A TRO will last approximately 10 business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim - A person who is 18 years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

Workplace-Related Incidents - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

RESPONSIBILITY OF EMPLOYERS TO DESIGNATE A HUMAN RESOURCES OFFICER

The Employer hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

Primary HRO as of the Date of Adoption of this Manual:

Payroll Administrator – 973-835-5700 ext. 123

Secondary HRO:

Township Manager – 973-835-5700 ext. 133

The designated Primary and Secondary HRO shall receive training on responding to and assisting employees who are domestic violence victims in accordance with this policy.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any

employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.
- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced in this policy.
- E. In cases where domestic violence involved a sexual touching or sexual assault between employees, the HRO is also required to report the incident to the Township's

EEO Officer.

- F. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team, which will be accessed through the Office of the Chief of Police.
- G. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy.
- H. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel

records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- 1) Seeking medical attention;
- 2) Obtaining services from a victim services organization;
- 3) Obtaining psychological or other counseling;
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
- 5) Seeking legal assistance or remedies to ensure health and safety of the victim; or
- 6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

The Township of Pequannock has developed the following action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence:

- A. Designate an HRO with responsibilities pursuant to this policy.
- B. Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of

safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.

- D. Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic violence.
- E. Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.
- F. Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.
- G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

DISTRIBUTION OF POLICY

The Office of the Township Manager will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

The Office of the Township Manager will be responsible for updating this policy as may be necessary or appropriate.

The Office of the Township Manager will be responsible for monitoring the Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs for mandatory amendments or supplements to this policy.

OTHER APPLICABLE REQUIREMENTS

In addition to this policy, the HRO and the public employer's appointing authority must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General Directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in this policy conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

POLICY MODIFICATION AND REVIEW

A public employer may seek to modify this policy, to create additional protocols to protect victims of domestic violence but may not modify in a way that reduces or compromises the safeguards and processes set out in this policy. The Civil Service Commission will review and modify this policy periodically and as needed.

POLICY ENFORCEABILITY

The provisions of this policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

Chapter 3.10: Military Leave Policy

The Township of Pequannock provides military leave in accordance with applicable State and Federal law. In all cases involving military leave, the employee must, as soon as possible, provide his or her Department Head with a certificate verifying the call to military duty prior to beginning the military leave.

United States Reserves. Any permanent or full-time temporary officer or employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve, United States Marine Corps Reserve, Coast Guard Reserve, or other affiliated organization, including the National Guard of other states, shall be entitled to a leave of absence without loss of pay or time on all work days on which he or she is engaged in any period of Federal active duty, Federal active training, and Federal active duty for training up to thirty (30) work days in any calendar year. A military leave of absence is in addition to the employees' regular vacation or other accrued leave.

Any leave of absence for such duty in excess of thirty (30) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

New Jersey National Guard. New Jersey's organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty or federal active duty for training, up to ninety (90) work days in any calendar year.

Any leave of absence for such duty in excess of ninety (90) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

Reinstatement. To be reinstated by the Township of Pequannock without loss of privileges or seniority, the employee must report for duty with the Township within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, employees who take military leave are required to:

- Provide the Township with proper notice of the leave;
- Apply for reinstatement within the time required by law;
- Be discharged under honorable conditions.
- Have a term of military service that does not exceed five years.

On return from a military leave of absence, the employee will be reinstated as required by law. See The Uniformed Services Employment and Reemployment Act (“USERRA”). Failure to comply with the requirement enumerated above or as required by law will jeopardize an employee’s reemployment rights.

CHAPTER FOUR

Compensation & Employee Benefits Policies

Chapter 4.01: Salaries and Payment

All Township employees are paid in accordance with the current salary ordinance which sets the salary or salary ranges for each position in the Township. Employees who are represented by unions are paid in accordance with their respective bargaining agreements. Applicants with outstanding qualifications or experience may be hired above the minimum with approval of the Township Manager. Current copies of the salary ordinance are available in the Township Clerk's office. Employees are paid once every two weeks by check, with appropriate deductions made.

Pay Transparency

Pursuant to the State of New Jersey's Pay Transparency Law (N.J.S.A. 34:6B-23), the Township affirms its commitment to transparency and equality in hiring and promotion practices. This policy outlines the Township's obligations regarding compensation disclosures and internal posting of promotional opportunities.

This policy applies to all job postings—external and internal—by the Township.

All job postings issued by the Township shall include, at a minimum, the following information: The hourly wage or salary, or a good faith range of the hourly wage or salary that the Township is willing to offer for the advertised position; and a general description of all benefits and other forms of compensation that the successful applicant will be eligible to receive. Nothing in this policy prohibits the Township from offering compensation above the posted range, provided the range was disclosed in good faith. This disclosure requirement applies to all forms of job advertising, including but not limited to postings on the Township's official website, third-party job boards, public bulletins, internal announcements, union postings, or any other platform used to solicit applications for employment. Nothing in this policy prohibits the Township from offering compensation above the posted range, provided that the range was disclosed in good faith.

Before filling a position that may be considered a promotional opportunity for any current employee, unless the promotion is of a current employee and is based on a bona fide seniority system or merit system, the Township shall make reasonable efforts to inform all eligible employees in the affected department(s) of the opportunity. Reasonable efforts may include, but are not limited to: Posting the opportunity on internal bulletin boards; Email notifications to staff in the relevant departments; Notices in internal HR systems or employee portals. Such internal communication shall occur prior to the selection or appointment of a candidate for the position. All compensation disclosures must reflect the actual compensation structure and benefits offered by the Township. Ranges should be based on established pay grades or budgeted salary bands for the position. Inflated or misleading ranges are prohibited and may result in corrective action.

The Township shall retain documentation of all compensation decisions, including posted wage ranges, benefits descriptions, and records of internal promotional postings, in accordance with the record retention schedule issued by the New Jersey Division of Revenue and Enterprise Services or for a minimum of six years, whichever is longer. These

records will be maintained by the Township Manager and shall be made available as required for compliance or audit purposes.

Salary Adjustments

Salary adjustments are based upon the annual policy established by Council. Individual increases are determined by the Manager based upon individual merit. An increase in pay is usually awarded on the first anniversary date of the employee's last change resulting from hiring. Subsequent salary adjustments are effective the first of January of each year. Salary increases are based on the recommendation of the Department Head with approval of the Township Manager. Increases for employees represented by organized bargaining units are stipulated in their respective agreements. At times where policy determines or salary negotiations go beyond the first of January, such adjustments may be made retroactive to the beginning of the year. All salary adjustments are subject to final approval of the municipal budget in accordance with the salary schedule as adopted by ordinance of the Township Council.

Retroactive Pay

In order to be eligible for retroactive pay, an employee must be currently employed by the Township on the date the action establishing the retroactive pay is taken, e.g. adoption of the salary ordinance, execution of the collective bargaining unit contract establishing the new rate of pay, adoption of the municipal budget, etc.

Chapter 4.02: Longevity Pay

In addition to the salaries as provided by the current salary ordinance, all Class I employees hired prior to August 26, 1997, not covered by collective bargaining agreements shall be entitled to receive longevity payments in accordance with the following schedule, based upon continuous and complete years of service with the Township or as contained in bargaining agreements.

<u>Years of Service</u>	<u>Amount</u>
1 - 3	No Compensation
4 - 9	\$ 600 per year
10 - 14	\$ 700 per year
15 - 19	\$ 900 per year
20+	\$1,400 per year

Service Years Credit

Employees who become reclassified from Class II, III, or IV to a Class I employee shall be entitled to service years credit according to the following formula for that period of uninterrupted service immediately preceding reclassification. Service year's credit will be used for calculations of benefit days and longevity.

$$\frac{\# \text{ years' service } \times \text{ hours worked part time }}{1820} = \text{SERVICE YEARS CREDIT}$$

Chapter 4.03: Health Benefits

A. All Class I employees shall receive Health and Insurance benefits as prescribed by the Township Council of the Township of Pequannock. All other employee classifications shall not be entitled to such benefits unless provided by approved agreement.

B. The Township shall implement the provisions of P.L. 2011, Chapter 78 which requires employee contributions towards health benefit costs. The associated phase in of contributions and percentage of premiums are hereby recognized and are established in accordance with state law.

C. After twenty-five years of full-time service to the Township, a Class I employee upon retirement will be eligible to receive paid health benefits in effect at the time of retirement and pursuant to paragraph B of this section (Major Medical and Hospitalization) until he/she is eligible for Medicare/Medicaid coverage.

D. Effective January 1, 2002 all employees that qualify for hospitalization coverage upon retirement from the Township shall be entitled to receive the same coverage for the retired employee's spouse at a cost to the retired member of \$4,200.00 per year payable at a rate of \$350.00 per month. Said cost will be adjusted from time to time.

E. Effective January 1, 2024 eligible employees shall be permitted the opportunity to opt out of group health insurance coverage during each annual enrollment period. Any employee who opts out shall receive 25% of the savings, not to exceed \$5,000. Members may opt back into coverage based on a qualifying event under COBRA at the rate established had they not opted out, and may opt back into coverage during any subsequent annual enrollment period.

F. Effective January 1, 2014 accumulated paid time off benefit time in excess of forty five (45) days may be used by the employee to buy back benefit time at the employees then current rate of pay to offset any mandatory health benefit costs. Benefit costs shall be calculated on a quarterly basis to allow the employee an opportunity to determine the employees selected method of payment. At any time accumulated paid time off is reduced below the minimum forty five days (45), payroll deductions shall be made at the employees then current rate of pay to cover the employees mandatory health benefit costs, except the minimum of forty five (45) days shall be waived when an employee either; declares their retirement date and such date is accepted by the Township; or, the employee is pension eligible. **An employee may elect to utilize PTO to buy back benefit time to offset mandatory health benefit costs during the open enrollment period or should the employee experience a life changing COBRA eligible event. Election to use PTO for this purpose at any other time of the year will not be permitted.**

G. Retired employees who are eligible for health insurance as provided for in paragraph C of this section shall, when they become eligible for Medicare/Medicaid be enrolled in such program and shall maintain that enrollment. The Medicare/Medicaid plan shall then become the primary health insurance program. The Township shall only provide reimbursement for secondary Part B coverage for the employee as a supplement to Medicare/Medicaid. However, should there be a younger spouse for whom the retired employee would otherwise be entitled to purchase continuing health benefits coverage under the provisions of paragraph D of the section, that provision shall continue until such time that the spouse is eligible for Medicare/Medicaid at which time the Township plan for the spouse shall be terminated.

H. Retired employees who are eligible for continued health coverage under the terms of paragraph C of this section and become eligible for a group health plan as a result of post retirement employment shall enroll in the employer sponsored health plan and notify the Township of the effective date of the alternate coverage. The retiree can resume coverage under the Township's plan in the event that group coverage is no longer available to him/her.

Chapter 4.04: Group Life Insurance

Class I employees are provided \$6,500 Group Life Insurance coverage at no cost to the employee. Upon termination of employment with the Township, the employee can, if they so choose, continue the Life Insurance policy at the employee's own expense.

Chapter 4.05: Ancillary Benefits

Dental, Prescription and other ancillary benefits may be provided to Class One (1) employees in a manner constant with the applicable plan document. For additional information on ancillary benefits, please see the Payroll Administrator.

Chapter 4.06: Deferred Compensation Policy

The Township participates in a 403(b) tax sheltered retirement savings program commonly known as "Deferred Compensation." This program allows employees to invest pre-tax dollars into various investment vehicles with all funds, including interest, credited to the employee's account tax sheltered until retirement or 70 years of age. Additional details of this program may be obtained from the Finance department of the current investment companies authorized by the Township.

Chapter 4.07: Retirement Policy

Benefits paid upon retirement are in accordance with provisions of the State Public Employee Retirement System and/or the Police and Fire Retirement System plan. New members will be enrolled in the appropriate system. Additional information explaining benefits and membership is available from the Payroll Administrator.

Chapter 4.08: Workers Compensation Policy

Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Township covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a Workers Compensation Physician appointed by the Township's joint insurance fund and payment for unauthorized medical treatment may not be covered pursuant to the Act.

Unless explicitly provided for in a bargaining agreement, the Township will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the Workers' Compensation Act and will not supplement these benefits with additional benefits pursuant to *N.J.S.A. 11A:6-8*.

Any employee who is injured while on the job is to complete an "Accident/Theft/Loss Notification Report" and a Workers' Compensation report. Department Heads will review and forward reports to the Manager's Office. The payroll office will receive copies of compensation forms.

Chapter 4.09: Employee Assistance Policy

The Township of Pequannock provides an Employee Assistance Program to full time employees through the Township's insurance provider. Should anyone have any questions regarding access to the benefits provided, please contact your Department Head or the Township Manager. Part-time / seasonal employees who require such services from a job related incident may be provided coverage through the Township's workers' compensation insurance provider, should the incident be determined as one that is covered.

CONCERN Employee Assistance Program

Beginning on September 1, 2025, employees and eligible family members have access to the CONCERN Employee Assistance Program, which is provided through a contract with the Atlantic Health System. CONCERN is a behavioral health program that delivers EAP services to employees and families by offering confidential, direct connections to information and professional support to address full range of issues.

If an employee or eligible family member is in need of services, one - three sessions per event are available by calling CONCERN.

- **Direct Phone Access: To access CONCERN EAP, employees and eligible family members of the Township of Pequannock will call 1-800-242-7371.**

If an employee or eligible family member is experiencing a crisis, a 24-hour hotline is available.

- **Hotline Phone Access: Hotline crisis intervention services for psychiatric and chemical dependency emergencies are available to all employees and dependents 24 hours a day by calling 973-540-0100. During non-business hours the crisis intervention hotline can also be accessed through CONCERN's number (1-800-242-7371).**

Chapter 4.10: Educational Assistance and Training Policy (Conferences and Seminars)

The Township encourages training and professional development, which is a benefit to both the Township and the employee/municipal official. Subject to the availability of funds, seminars and training sessions for employees/municipal officials are paid for by the Township when and where such action is deemed appropriate for reaching Departmental goals.

Department Heads may be provided with the means of attending:

- one national professional conference each year,
- the State League Conference,
- state professional association conferences, and
- payment for membership in national, state and local professional associations subject to the availability of funds.

An employee/municipal official who is not a Department Head may be provided the opportunity to attend conferences, seminars, and training sessions. Any conference or training session that is less than one (1) day, in length, may be approved by the employee's Department Head. Any conference that is greater than one (1) day, in length, is subject to recommendation by the employee's Department Head and approval of the Township Manager.

Federal and State regulations require training be provided to employees according to specific job classifications. The Township is committed to provide training necessary to protect the health and safety of all personnel.

Reimbursement of Expenses – Any employee/municipal official who attends an approved conference is eligible for reimbursement of expenses in an amount not to exceed \$75/day. When submitting a request for reimbursement, receipts must be submitted to the employee's department head or other appropriate official. Any requested reimbursement for mileage will be considered outside of the \$75/day maximum; mileage reimbursement shall be at the IRS rate per mile.

CHAPTER FIVE

Managerial/Supervisory Procedures

Chapter 5.01: Employment Procedure

- **Recruitment:** The Township Manager in conjunction with the Payroll Administrator will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. When a vacancy occurs, it is the responsibility of the Department Head to notify the Township Manager who will distribute notification of the vacancy to all departments. The Township Manager will undertake to recruit qualified applicants in accordance with applicable Federal and State law. Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Township is an equal opportunity employer.
- **Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.
- **Interviews:** The Township Manager or Department Head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. The Township will make reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job, provided the accommodation does not impose an unreasonable hardship on the Township, and provided the accommodation will be effective in allowing the individual to perform the essential functions of the job.
- **Physical Examinations:** Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the Township Manager may require applicants to pass a physical examination in order to insure that they can perform the duties of their position without injury to themselves or others. Pre-employment, post-offer examinations may be conducted only if all applicants for the position are required to undergo such examinations. The Township Manager may require periodic physical examinations to determine the employee's continued ability to safely perform the essential functions of the position. All physical examinations must be performed by a physician chosen by the Township at the expense of the Township. All medical records of employees and prospective employees are confidential and are to be maintained by the Payroll Administrator separate from the employee's official personnel file. Medical exams may include tests for drug and alcohol use.
- **Drug Screening:** All new employees hired into safety-sensitive positions will be subject to a drug screen via urinalysis. Failure of the initial employment drug screen for the presence of illegal drugs or drugs taken illegally will be grounds for not hiring the prospective employee or the termination of the employee's employment, should the employment have initiated prior to receipt of the results of the drug screen.

- **Job Offers:** The final decision will be made by the Township Manager or his/her designee after all references and other information has been verified. The employment offer may be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.
- **Acceptances and Rejections:** If the first offer is rejected, the Township Manager may decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.

- **Employability Proof: Pursuant to the Immigration Reform and Control Act of 1986 (IRCA), the Township is required to verify the identity and employment authorization of all individuals hired for employment in the United States, regardless of citizenship. All new staff members must complete Form I-9, Employment Eligibility Verification, no later than the first day of employment. This process may begin only after an offer of employment has been made and accepted.**

The employee must also present original documents from the lists of acceptable documents published by the U.S. Department of Homeland Security to verify both identity and authorization to work in the United States. Failure to complete the I-9 form or to provide the necessary documentation within three (3) business days of the first day of employment will result in suspension or termination of employment. Employees involved in completing or managing I-9 forms must ensure compliance with federal documentation limits and proper electronic recordkeeping. Overcollection of documents or unverified storage may expose the Township to audit penalties.

- **Continuing Employment Authorization: Employees who possess temporary work authorization must present updated documentation before their current authorization expires. Failure to do so may result in removal from the payroll or termination of employment, as continued employment without valid work authorization is prohibited by federal law. Employees who knowingly submit false, altered, or fraudulent documents in connection with the I-9 process shall be subject to immediate termination of employment and may be referred to federal authorities. The Township has zero tolerance for document fraud or misrepresentation related to work eligibility. The Township shall retain all completed I-9 forms for the duration of the employee's employment and for the period required by federal law thereafter.**

- **Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Payroll Administrator of Office of the Township Manager. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained in a separate file. All records documents related to other candidates must be retained for at least seven years. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

Chapter 5.02: Criminal Background Checks and Procedures for Employees and Candidates for Employment

Purpose of the Policy

The purpose of this policy is to create a uniform process for conducting criminal background checks in those circumstances in which the Township deems it to be job-related and consistent with business necessity to conduct such background checks in connection with employment in specific officer or positions. This policy allows the Township to become aware of pertinent information regarding employees and candidates for employment that is job-related and consistent with business necessity, and to avoid foreseeable risks of harm to employees and the public, without discriminating against employees and candidates for employment based upon characteristics protected by state and federal anti-discrimination laws. As required by New Jersey law, (P.L. 2017, c.183), this policy is designed to assure compliance with the Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions issued by the Equal Employment Opportunity Commission (EEOC), Number 915.002, on April 25, 2012.

Background Checks When Required

If required for the specific offer or position in questions, the Township will perform criminal background checks on candidates, after they receive and accept an offer of employment with the Township. Background checks may continue to be administered every three years for any employee who works directly or indirectly with children/youth/minors. Periodic background checks may also be conducted for other positions or offices when required by law, or as necessary to assure the individual's ability to continue to perform the essential functions of the office or position he or she holds.

A criminal record does not automatically disqualify an employee or candidate for employment from employment with the Township. As described in more detail below, the Township will review any revealed criminal history and make a determination on a case by case basis in light of the nature of the crime, the time elapsed since conviction or completion of sentence, and the office or position in question.

Background Check Procedure

The Township Manager, or such other Township official as may be assigned, will perform or initiate background checks, and be the recipient of reports from outside agencies or contractors.

The background check process is initiated by having the employees and candidates for employment complete a written consent form to perform the criminal background check.

- Written information received from the State Bureau of Identification, New Jersey Division of State Police, pursuant to a "Request for Criminal History Record Information for a Noncriminal Justice Purpose" will be destroyed immediately after it has served its authorized purpose to the extent so required by applicable regulations. Such information

will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed herein. Such information will not be deemed a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.), as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

- If the Township decides to contract with a private contractor to process the background checks, that contractor may be authorized to inform the person in writing of any information which disqualifies the person from employment. Background checks conducted by private contractors shall be conducted in accordance with the federal Fair Credit Reporting Act.

The Township Manager, or such other Township official as may be assigned, will discuss the revealed criminal background information received with individual. If the individual disputes the information, he/she shall be allowed a reasonable period of time to correct the information. However, when the revealed information disqualifies the employee from fulfilling or performing the essential functions of his or her office or position or reveals a risk of harm to other employees or the public, the individual shall be relieved of all such responsibilities pending this reasonable period of time. If an existing employee does not contest the information or is unable to have the information corrected after a reasonable period of time, the employee will be placed on immediate suspension pending the outcome of any appeal. Employee suspensions may be with or without pay at the discretion of the Township.

Should the Township determine that a criminal record prevents an individual from holding his/her office or position with the Township, the Township shall inform the individual in writing of the basis for disqualification.

Excluded Inquiries

Effective July 1, 2021, the Township will not inquire into, require the disclosure of, or take adverse action against employees or applicants based on the following prior arrests, charges, convictions or adjudications of delinquency:

- *N.J.S.A. 2C:35-5(b)(11)*(manufacture, distribution, dispensing, or possession with intent to commit the foregoing acts, of one ounce or more but less than five pounds of marijuana or five grams or more but less than one pound of hashish).
- *N.J.S.A. 2C:35-5(b)(12)*(manufacture, distribution, dispensing, or possession with intent to commit the foregoing acts, of less than one ounce of marijuana or less than five grams of hashish).
- Either of the two preceding offenses combined with a violation of *N.J.S.A. 2C:35-7* (violation within 1,000 feet of a school), or *N.J.S.A. 2C:35-7.1*(violation within 500 feet of a public housing facility, public park, or a public building).
- *N.J.S.A. 2C:35-10(a)(3)* or *(4)*(unlawful possession of marijuana or hashish).

- *N.J.S.A. 2C:35-10(b)*(unlawfully using or being under the influence of a controlled substance).
- *N.J.S.A. 2C:35-10(c)*(coming into possession of a controlled substance and not surrendering it to law enforcement).
- *N.J.S.A. 2C:36-2*(use of, or possession with intent to use, drug paraphernalia).
- Any federal law or law of another state for a crime or offense which, if committed in New Jersey, would be a violation of the offenses listed above.

The foregoing shall not apply to persons applying for positions in law enforcement, corrections, the judiciary, homeland security, or emergency management.

Conditions Under Which an Employee or Candidate for Employment Will Be Disqualified

An employee or candidate for employment may be disqualified from employment when a criminal background check reveals a record of conviction of any crime or disorderly persons offense, as defined by New Jersey law, by analogous laws in other States, or by federal law, that reflects adversely on the employee's ability to perform the job he/she was hired for. For example, employees and candidates responsible for working with children/youth/minors may be disqualified based on a conviction for:

- Homicide (*N.J.S.A. 2C:11*);
- Assault, reckless endangerment, threats, stalking (*N.J.S.A. 2C:12*);
- Kidnapping (*N.J.S.A. 2C:13*);
- Sexual Offenses (*N.J.S.A. 2C:14*);
- Offenses Against the Family, Children and Incompetents (*N.J.S.A. 2C:24*);
- Controlled Dangerous Substances (*N.J.S.A. 2C:35* except for 2C:35-10(a)4) (subject to the exclusions cited above);
- Robbery (*N.J.S.A. 2C:15*); or
- Theft (*N.J.S.A. 2C:20*).

Disqualification will be based upon a conviction for a disqualifying crime and offense. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a crime or offense (except when applicable law requires consideration of expunged crimes or offenses), will not be considered a disqualifying conviction.

An arrest record standing alone shall not be used as the basis for an adverse employment action. An arrest may in some circumstances trigger further inquiry into the underlying facts and circumstances. In such a case, adverse employment action may be taken based on the underlying facts and circumstances to the extent they are job related for the specific office or position in question and are consistent with business necessity. However, adverse action will not be taken solely based on the fact that a candidate has an arrest record.

In making a determination whether the record of conviction disqualifies an employee or candidate for employment, the Township shall take into account the nature of the crime or offense, the time that has elapsed since conviction or completion of sentence, and the nature of the employee's position. Specifically, the Township shall determine whether the exclusion is job related for the specific office or position in question, and consistent with business necessity.

In applying these criteria, the Township shall treat employees and candidates for employment equally, and shall not discriminate based on race, nationality or any other characteristics protected by the state or federal discrimination laws.

Appeal Process

Once an employee or candidate has been notified of a disqualifying conviction, such individual has 14 calendar days to file a Notice of Appeal with the Township. Such Notice of Appeal must be submitted in writing to the Township Manager. The Notice of Appeal should explain whether the information on which disqualification is based is inaccurate or incomplete or provide evidence of rehabilitation. The decision on appeal shall be made by the Appeals Committee, which shall be comprised of at least three persons whom the Township shall designate.

During the 14-day period listed above, and until the issuance of the decision on the appeal, an employee will remain on suspension if the Township determines that suspension is warranted.

In making a determination on the appeal, the following information will be considered:

1. The nature and responsibility of the position which the convicted individual would hold, has held, or currently holds, as the case may be.
2. The nature and seriousness of the crime or offense.
3. The circumstances under which the crime or offense occurred.
4. The date of the crime or offense.
5. The age of the individual when the crime or offense was committed.
6. Whether the crime or offense was an isolated or a repeated incident.
7. Any social conditions which may have contributed to the commission of the crime or offense.
8. Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received.

9. Acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of those who have had the individual under their supervision.
10. Whether the individual performed the same type of work after the conviction, with the same or different employer, with no known incidents of criminal conduct.
11. The length and consistency of employment history before and after the offense or conduct.
12. Employment and character references and any other information regarding fitness for a particular position.

The Township will issue a written determination on the individual's appeal of their disqualifying conviction, setting forth the reasons for the determination. Such decision shall be final.

Chapter 5.03: Open Public Meetings Act Procedure Concerning Personnel Matters

Discussions by the governing body or any body of the Township concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body or any public body of the Township concerning such matters, the Township shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. If the individual(s) does not request that the discussion be held in open session, the governing body or other body of the Township may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.

Chapter 5.04: Processing and Orientation of New Employees Procedure

All new regular full-time and regular part-time employees will be scheduled to meet with the Payroll Administrator and Department Head on their first day, or as soon thereafter as possible, for a general orientation. Copies of all forms and acknowledgements must be returned to the Payroll Administrator for inclusion in the employee's official personnel file. The orientation will include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of the Employee Handbook and acknowledgement of receipt;
- A review of the Personnel Policies and Procedures Manual if the employee is a manager or supervisor and acknowledgement of receipt;
- The Employee Complaint Policy letter and acknowledgement; and
- Arrangements for the new employee to complete required PEOSHA safety training, when and where appropriate.

If a newly hired employee is hired into a position represented by an exclusive representative employee organization, (labor union), the exclusive employee representative organization shall be entitled to meet with the newly hired employee within thirty (30) calendar days of the date of hire for a minimum of 30 minutes to a maximum of 120 minutes, without loss of pay or charge to the leave time of the employee. These meetings may occur in conjunction with the newly hired employees' general orientation meetings.

Unless otherwise negotiated, within 10 calendar days from the date of hire of a new negotiations unit employee, the following contact information shall be provided to the applicable exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, job title, worksite location, home address, work telephone numbers, any home and personal cellular telephone numbers on file, date of hire, work email address and any personal email address on file.

Chapter 5.05: Initial Employment Period and Categories of Employment

Probationary

All new employees, except police officers, will serve a probationary period of three (3) months. The probationary period for police officers is one (1) year after graduation from the police academy. ~~During the probationary period, the employee may be discharged for any reason.~~ **In the absence of statutory tenure protection or contractual agreement to the contrary, all Township employees are employees at-will who may be removed at any time, with or without cause or without notice, regardless of whether the probationary period has been completed.**

Permanent

Any employee who successfully completes their probationary period for either a part-time or full-time position becomes a permanent employee. The Township has four levels of employment based on hours worked. Each Classification level has varying degrees of personnel benefits associated with their respective level. The definition of each Class is as follows:

Class I Employee - Employment for a period of at least thirty-five (35) hours per week for fifty-two (52) weeks per year.

Class II Employee - Employment for a period less than thirty-five (35) hours but more than ten (10) hours per week for fifty-two (52) weeks per year.

Class III Employee - Employment for a period more than ten (10) hours per week at least twenty-six (26) but not more than fifty-one (51) weeks per year.

Class IV Employee - Employment for a period less than eleven (11) hours per week or less than twenty-six (26) weeks per year.

All employees, regardless of their classification are bound by the policies of the Township and are subject to uphold all rules and regulations. The benefits you qualify for depend on the actual position you hold.

Holding permanent status does not guarantee continued employment. Unless otherwise provided by law, individual contract of employment or collective negotiations agreement, all Township employees are employees at will who may be terminated with or without notice and with or without cause.

Chapter 5.06: Employee Handbook Procedure

The Township Manager, with the assistance of the senior and associated staff will prepare the Manual/Handbook for the Township Council's Approval. Once approved, copies will be distributed and employees will be required to sign an acknowledgement of receipt that will be placed in the official personnel file. The Manual/Handbook will be revised and re-distributed as needed and at least every two years.

Chapter 5.07: Performance Evaluation Procedure

Periodic evaluations are critical to create a formal record of an employee's performance over time and establish a foundation for personnel actions such as training needs, promotion and termination. In addition to day-to-day feedback to the employee, a performance evaluation must be conducted for all employees at least annually. The completed appraisal becomes part of an employee's permanent record.

Performance discussions must also provide employees with guidance regarding their ability to meet job standards. Extraordinary skills or abilities should be recognized in addition to areas for improvement. Supervisors or Department Heads should review future training needs and career planning. The reviewer should also encourage the employee to make suggestions about how the department can improve. The reviewer should ask employees for feedback regarding the employee's skills as they relate to communication, team building, delegation, and sensitivity to needs of subordinates. Open communication is the key to improvement.

- **Setting the Stage:** The reviewer must create a productive climate for the discussion. In preparing the evaluation form, prior evaluations should be reviewed to identify trends. Employees must be notified in advance of the meeting and should be given a copy of the blank evaluation form. The meeting should be private without interruptions in a comfortable environment.
- **Confirm Expectations:** The reviewer should start the discussion of each performance area by reviewing expectations. Ask the employee to confirm the employee's understanding of job requirements. Refer to the job description as appropriate.
- **Rating:** Continue the discussion by giving the employee's rating in each performance area. The supervisor should be prepared to refer to documentation. Employees should be evaluated based on set standards, not as they compare to other employees. It is rare that any person's rating in all areas is either high or low. The evaluation should consider performance during the entire period, not just the recent past. Care should be taken to avoid allowing one aspect of a person's performance to overshadow all other performance factors be it positive or negative. Ideally, each performance area should be evaluated individually based on specific behaviors exhibited.
- **Discussing Future Plans:** This is where the reviewer should turn to the discussion to the future performance and development of the employee. Specific performance goals must be established for the next review period along with plans for achieving those goals.
- **Closing the Discussion:** When all performance areas have been discussed, close the discussion by summarizing all of ratings in an overall rating for the review period.

It is crucial that all reviewers complete the evaluation forms with care and with complete candor. Although reviewers are encouraged to set forth areas of strength and utilize tact in presenting criticism, it is important that all performance issues of any significance be addressed thoroughly and in unambiguous terms in the evaluation form, and verbally with the employee.

After completing the evaluation, the reviewer will return the form(s) with the signed acknowledgement to the Township Manager. After review by the Township Manager, the form(s) are to be maintained in the Office of the Township Manager for inclusion in the employee's official personnel file. As a part of the evaluation, employees have the right to request a conference with the Township Manager to review his/her evaluation.

Chapter 5.08: Disciplinary Action Procedure

All employees are expected to meet the Township's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and, when deemed by the Township to be appropriate, provide the employee with a reasonable time to improve performance. Supervisory personnel should take care to distinguish between remediable issues of inadequate work performance that would warrant action of a corrective nature, as opposed to acts of serious misconduct warranting immediate sanctions of a more severe nature, up to and including termination, regardless of the employee's prior record or job performance.

Should a supervisor believe that an employee is not conforming to the Township's policies and rules or to specific instructions, or has acted improperly, except in exigent circumstances, the supervisor will first investigate the matter, including meeting with the employee whenever possible. If the supervisor determines that the employee has acted improperly, the supervisor shall take one of the following actions depending upon the gravity of the conduct and all relevant facts and circumstances. At the discretion of the supervisor and the Township Manager, action may begin at any step, and/or certain steps may be repeated or bypassed. Except where applicable law, an individual contract of employment or applicable collective negotiations agreement Township reserves the right to terminate the employment of any individual based on the Township's determination that continued employment of that individual is no longer in the best interests of the Township and/or the public.

- **Verbal Reprimand:** Depending on the circumstances, the supervisor may verbally notify the employee that the employee's actions have been improper and warn the employee against further occurrences. The supervisor will prepare a record of the verbal reprimand including the date, time and what was discussed with the employee. This record must be forwarded to the Office of the Township Manager for the employee's official personnel file.
- **Written Reprimand:** When a supervisor determines that a written reprimand is appropriate, the situation must be discussed with the Township Manager. The reprimand should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and may include additional comments. A copy of the written reprimand with the signed acknowledgement and comments must be forwarded to the Office of the Township Manager for the employee's official personnel file.
- **Township Manager Review:** Should the supervisor consider the offense sufficiently serious to warrant consideration by the Township Manager, the employee will be so advised and a meeting arranged with the Township Manager at the earliest possible date. All facts should be detailed at this meeting and, if possible, a determination will be made at that time of disciplinary action, if any.

- **Suspension:** Whenever an employee is recommended for suspension, the Township Manager will make the decision and may seek the advice of the Township Attorney or applicable special counsel, if appropriate.
- **Dismissal:** Whenever an employee is recommended for dismissal, the Township Manager will make the decision only after seeking the advice of the Township Attorney or applicable special counsel. There must be a complete review of the employee's personnel file and all other facts to determine if there is sufficient cause for the dismissal.

Chapter 5.09: Personnel File Procedure

The official personnel files shall be maintained by the Office of the Township Manager and employee medical information will be maintained in a separate file. The files will be periodical reviewed to make sure they are up-to-date and will follow-up with the Department Heads as necessary.

The Official file may include at least the following:

- The original application signed by the employee;
- Notes from any pre-employment interview and reference check;
- The original letter detailing an offer of employment and any additional correspondence concerning the employee's hiring;
- A signed acknowledgement that the employee received a copy of the Employee Complaint Policy letter;
- A signed acknowledgement that the employee has received the Employee Handbook;
- A signed acknowledgement that the employee received the safety orientation, when and where appropriate;
- Annual written performance evaluations including documentation that the evaluation was reviewed with the employee;
- Counseling Action Plans;
- Records relating to on-the-job accidents;
- Disciplinary actions including an acknowledgement that the employee was notified of the proposed disciplinary action and was given an opportunity to respond;
- Records relating to any other employment actions including promotions, demotions, transfers, resignations, leaves, etc.;
- Emergency Information Form – Upon appointment, employees are required to complete an "Emergency Information Form." This enables municipal officials to contact family or friends in the event of accident or illness. It is the responsibility of the employee to keep the information on this form current.
- Educational transcripts; and
- Any other pertinent information.

Chapter 5.10: Employee Complaint Investigation Procedure

These procedures shall be utilized to investigate complaints filed by employees.

- **Reporting:** Employees should be asked to report complaints in writing utilizing the Employee Complaint form, but are not compelled to do so.
- **Identification/Screening:** The supervisor, Department Head, or member of the governing body must report all written or verbal complaints to the Township Manager unless the complaint is against the Township Manager. Upon receipt, the Township Manager will determine the nature of the complaint and the applicable complaint policy under which the complaint is to be processed, and shall open a file on the matter.
- **Investigation:** The Township Manager will seek the advice of the Township Attorney or applicable special counsel when planning the investigation. The investigation should be overseen by the Township Attorney or applicable special counsel. The Township may designate an investigator from among Township personnel or, in its discretion, retain a qualified professional to conduct the investigation. The attorney who is overseeing the investigation and shall be providing legal advice to the Township regarding same shall not be assigned to investigate the matter. The investigation should establish the frequency and nature of the alleged conduct and whether the complaint coincides with other employment events such as a poor performance evaluation. The investigation should also determine if other employees were subjected to similar misconduct. Allegations involving potential criminal wrongdoing are to be referred to the County Prosecutor, and the Township shall take further investigatory action only as the County Prosecutor directs.
- **Response Plan – No Corrective Action Required:** The Township Manager will discuss the conclusions with the Township Attorney or applicable special counsel and render a decision as soon as practicable after the investigation is complete. If the validity of a complaint cannot be determined or the complaint is unsubstantiated, the complaining employee should be notified in writing. The employee should be assured that future complaints will be investigated and that the Township is committed to eliminating wrongful employment practices when they are found to exist. If the investigation reveals that the complainant intentionally and maliciously levied false charges against the alleged wrongdoer, appropriate disciplinary action, up to and including termination, shall be taken.
- **Response Plan – Corrective Action Required:** If the investigation reveals that the complaint is substantiated or that corrective action is necessary, the Township Manager will formulate with the advice of the Township Attorney or applicable special counsel a corrective action plan as well as possible disciplinary action. The complaining employee will be notified, in writing that the complaint was sustained and/or that an appropriate response plan has been formulated. The response plan should provide for appropriate remedial action to prevent a recurrence of the wrongful act or behavior.

- **Warning Against Retaliation:** Regardless of the outcome of the investigation, all participants shall be cautioned in writing against taken retaliatory action against any person, and shall be invited to report any retaliatory action taken against them.

Chapter 5.11: Requests for Employment Verification and Reference Procedure

Inquiries and written requests for references or employment verification regarding a current or former employee must be referred to the Payroll Administrator. No employee may issue a reference letter without the permission of the Township Manager. Under no circumstances should any information be released over the phone.

In response to a request for information, the Payroll Administrator will only verify an employee's name, job title, position, salary, payroll record, length of service, date of separation and reason therefor and, if applicable, the amount and type of pension received. No other data or information will be furnished unless (1) the Township is required to release the information by law or (2) the employee or former employee authorizes the Township in writing to furnish this information and releases the Township from liability.

Chapter 5.12: Continuing Education Procedure

The Township, in conjunction with the joint insurance fund will arrange for employment practices seminars at least biennially to train all managerial/supervisory personnel. The Township will also offer non-mandatory training to all other employees with special emphasis on employee rights and protections under various Federal and State laws as well as Township employment practices. Records will be maintained in the official personnel files of all employees trained under this procedure.

Managerial and supervisory personnel will also update employees periodically by department meetings and memos that should address specific problems and concerns that may arise. Every effort will be made to encourage employee suggestions about ways to avoid employer-employee disputes and violations of employment rights.

Chapter Seven

Protection and Safe Treatment of Minors

Chapter 6.01: Policy Addressing the Protection and Safe Treatment of Minors

I. Purpose and Scope:

Under New Jersey law (N.J.S.A. 9:6-8.21), an abused or neglected child is anyone "under the age of 18 who is caused harm by a parent, guardian or other person having custody or control of that minor." A child who is under the age of eighteen (18) is considered to be abused or neglected when a parent, caregiver, another child, or another adult does one of more of the following:

1. Inflicts or allows to be inflicted physical injury by other than accidental means that creates substantial harm or risk of substantial harm, and/or
2. Fails to provide proper supervision or adequate food, clothing, shelter, education, or medical care although financially able or assisted to do so, and/or
3. Commits or allows to be committed an act of sexual abuse against a child.

Child abuse can have long-term effects on victims. A lack of trust and difficulty with healthy relationships is common, as is a core feeling of worthlessness and low self-esteem. There may even be long-term trouble with regulating emotions that can lead to destructive behaviors.

There are typically four common types of abuse:

- The failure to meet a child's basic needs, physically or emotionally, which is called ***neglect***.
- The intentional use of physical force that results in injury, which is called ***physical abuse***.
- The practice of any behaviors that harm a child's feelings of self-worth or emotional well-being, which is ***emotional abuse***.
- Engaging in sexual acts with a child, including pornography, which is ***sexual abuse***.

Unfortunately, statistics reflect that abuse is all too common in any form.

- In New Jersey, abuse reports involving 80,000 children are filed each year. Fifty thousand of those children receive prevention and post-response services.
- 75% of the cases involve neglect, 18% of the cases involve physical abuse, and psychological abuse accounts for 7% of the cases.
- 55% of the perpetrators are female, while males account for 45%.
- Sadly, child abuse is a vicious cycle, in that 30% of abused children will later abuse their own children.

The statistics and characteristics pertaining to ***sexual abuse*** are sobering and equally as disheartening:

"Peer-to-Peer" abuse is by far the most common, where one or more children or adolescent(s) sexually abuses or inappropriately touches another. Legally, the abuser must be at least four years older to trigger the statute. The *American Psychological Association* reports this type of abuse is

driven by power and dominance, the same factors that drive bullying within this age group. In fact, bullying can be a precursor to sexual abuse, especially when there is a lack of supervision.

In contrast, *"adult-to-child"* abuse is typically thought out and planned in advance, demanding access, privacy and control. These three factors demand a specific type of relationship and setting, meaning that 90% of juvenile sexual abuse victims know their abuser. The scope of the problem is massive: by the age of 18, 1 in 4 girls and 1 in 6 boys have experienced sexual abuse. From those figures, 88% of those molestations are attributed to individuals with pedophilia. ***Pedophilia is a psychotic disorder in which an adult or adolescent demonstrates a primary sexual attraction to prepubescent children.*** However, it is important not to confuse pedophilia with actual child molestation, as many pedophiles never act on their attractions.

Child sexual abusers are not always easy to spot. Though seven out of every eight molesters are male, they match the general population in ethnicity, religion, education, and marital status. So there is no stereotype, especially since abusers go to great lengths to blend in. However, only 10% abuse children that they don't know, and 68% look no further than their own families for victims.

40% of abusers first begin molesting children before they themselves reach the age of 15, and the vast majority before the age of 20.

Adolescent abusers generally begin their acts of abuse on younger siblings.

Most sexual abuse occurs within the family. However, molesters can gain access to children outside of their own families through employment or volunteer work with an organization that works primarily with children. This allows them both time alone with potential victims and the ability to build trust and credibility. In fact, child abusers are often known and respected in their communities for their dedication to children.

In terms of a victim profile, it is important to remember that, although there are characteristics that make some children more vulnerable, every child is in danger. Passive, lonely, or troubled children, especially those who live with step-parents or single parents, may be targeted. Children between the ages of 7 and 13 are most at risk, and children from low socioeconomic backgrounds or rural areas are more likely to be victimized.

Molesters have behavioral patterns that can be identified as *"grooming"* their victims. Sexual abuse is rarely violent. The molester's goal is to solicit compliance by beginning to win the victim's trust. There might be pet names, gifts to foster exclusivity, and encouragement to "keep secrets." The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child's life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed trustworthy. Inevitably, the favoritism is not enough to keep the victim silent anymore, and the abuser resorts to threats—threats that play off of a child's guilt over the sexual contact.

During the grooming process and abuse, victims often begin to show signs such as sexual behaviors or strong sexual language that is too adult for their age. Many children feel at fault after the abuse and begin to suffer guilt and depression, even resorting to self-harm. They may begin to display cuts and scratches or other self-inflicted injuries. However, some children are naïve and unaware of the gravity of the abusive nature of their experience. Research shows that children often delay reporting sexual abuse. They should not be disbelieved just because they waited a long time to seek help.

In the State of New Jersey, every level of government has a role in protecting minors.

- At the State level:
 - State law is enforced through the N.J. Family Division of the State court system. The court has broad powers, including the ability to remove children from dangerous situations
 - The Department of Children and Families, specifically the Division of Child Protection and Permanency, combines all state operations intended to safeguard children into a single, coordinated program working closely with the Courts, legal advocates, and law enforcement.
 - The Department of Corrections operates adult prisons and youth correctional centers to deal with perpetrators, while individual counties operate youth detention centers and special purpose schools.
- At the local level:
 - Educational professionals have the most contact with children, meaning they are often the first to detect issues.
 - Housing Authority employees may also frequently come into contact with children.
 - Municipalities and counties operate or sponsor a variety of programs that involve children, including but not limited to:
 - Recreation programs
 - Before and After Care programs
 - Youth sports leagues
 - Youth centers
 - Youth in Government programs
 - Junior law enforcement training programs
 - The role of **law enforcement agencies** is especially important. Police officers assist in resolving reported situations, often acting as first identifiers. In New Jersey, police are given broad authority to protect children, including the authority to remove them from their parents or caregivers without a court order if necessary to prevent imminent danger to a child. Under the **Prevention of**

Domestic Violence Act, a law enforcement officer must make an arrest when the officer finds "probable cause" that domestic violence has occurred. This holds even if the victim refuses to make a complaint. The Act is invoked in situations where the victim exhibits signs of injury caused by domestic violence, when a warrant is in effect, or when there is probable cause to believe that a weapon has been involved in an act of domestic violence. Abusers often use psychological tactics or coercive control over their partners, such as making threats to prevent a victim from leaving or contacting friends, family, or police. But even if these conditions are not met, an officer may still make an arrest or sign a criminal complaint if there is probable cause to believe acts of domestic violence have been committed. Now, if there is no visible sign of injury but the victim states that an injury did, in fact, occur, the officer must take other factors into consideration in determining probable cause.

The Township of Pequannock is committed to the safety of all individuals in its community; however, the Township has a particular concern for those who are potentially vulnerable, including minor children. The Township of Pequannock regards the abuse of children as abhorrent in all its forms and pledges to hold its officials, employees, and volunteers to the highest standards of conduct in interacting with children. Statistics show that 93% of victims under the age of 18 know the abuser. Further, a perpetrator does not have to be an adult to harm a child but is typically in a caregiver role. They can have any relationship to the child, including a playmate, family member, a teacher, a coach, or instructor.

The Township of Pequannock is fully committed to protecting the health, safety, and welfare of minors who interact with officials, employees, and volunteers of the Township to the maximum extent possible. These Policy and Procedures establish the guidelines for officials, employees, and volunteers who set policy for the Township or may work with or interact with individuals under 18 years of age, and those who supervise employees, and volunteers who may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and wellbeing of minors.

This Model Policy provides guidelines that apply broadly to interactions between minors and officials, employees, and volunteers in programs operated by the Township of Pequannock or affiliated programs or activities. All officials, employees, and volunteers are responsible for understanding and complying with this policy.

II. Definitions:

- **Authorized Adult**- Individuals, age 18 and older, paid or unpaid, who interact with, supervise, chaperone, or otherwise oversee and/or interact with minors in program activities, recreational, and/or residential facilities. The Authorized Adults' roles may include positions as counselors, chaperones, coaches, instructors, etc.
- **Child or Minor** - A person under the age of eighteen (18).
- **Department Heads**- Appointed department heads of the (local unit type), including the chief administrative officer, and any assistants.

- **Direct Contact** - Positions with the possibility of care, supervision, guidance, or control of children or routine interaction with children.
- **Dual Reporting** – Reporting possible abuse to both the N.J. Department of Children and Families and law enforcement at the same time by the individual designated by the (local unit type) to report all possible cases of abuse.
- **Employees, Staff, or Counselors** – persons working for the (local unit type) on a full-time or part-time basis, and compensated by the (local unit type).
- **Facilities** - Facilities owned by, under the control of, or rented or leased to the (local unit type).
- **Grooming** - is when someone builds a relationship, trust, and emotional connection with a child or young person so they can manipulate, exploit and abuse them. Refer to Appendix B for more detailed information on grooming.
- **N.J.M.E.L. JIF**-New Jersey Municipal Excess Liability Fund Joint Insurance fund
- **Officials** – Elected officials of the (local unit type), appointed Board members, and Authority Commissioners
- **One-On-One Contact** - Personal, unsupervised interaction between any Authorized Adult and a participant without at least one other Authorized Adult, parent, or legal guardian being present.
- **Programs** - Programs and activities offered or sponsored by the (local unit type).
- **Volunteers**-Individuals volunteering their time to provide services to the (local unit type) who are not on the payroll and receive no compensation.

III. Policy:

The Township of Pequannock is charged with protecting the health, safety, and welfare of all its citizens, including children under the age of 18. To that end, the Township is firmly committed to protecting children under the care and supervision of the Township from all forms of physical, mental, sexual, and emotional abuse. The Township of Pequannock is committed to establishing and implementing safeguards to eliminate opportunities for abuse of children entrusted to the care of the Township. The procedures outlined below shall apply to all officials, employees, and volunteers of the Township of Pequannock.

IV. Recruitment and Hiring of Employees and Vetting of Individuals Volunteering Their Time:

- i. All prospective employees and volunteers whose rolls and responsibilities involve interacting with minors shall undergo a thorough and complete background check, including the following:
 - a. National Database Criminal History Search
 - b. National Sex Offender Search
 - c. Social Security Verification
 - d. Address History
 - e. FBI Most Wanted List
 - f. Global Watch List

Written documentation of the background check shall be maintained by the Township in perpetuity.

- ii. Background checks that disclose any negative or questionable results must be reviewed and approved by the Township Manager prior to the individual being hired and/or working with minors.
- iii. All prospective employees and volunteers whose rolls and responsibilities involve interacting with minors must complete the training adopted by the Township of Pequannock prior to starting employment or volunteer service.
- iv. The Township of Pequannock may periodically re-check and document the Megan's Law directory for New Jersey to make certain that current employees are not listed.
- v. Once employed, authorized Adults who are employed are required to notify the appropriate Township Manager of an arrest (charged with a misdemeanor or felony) or conviction for an offense within 72 hours of knowledge of the arrest or conviction.

V. Procedures and Responsibilities of Officials:

Under New Jersey Law, an official may be held liable for the abuse or neglect of a child if he or she fails to implement appropriate safeguards to protect the child while the minor has been

entrusted to the care of the Township of Pequannock. Most importantly, recent changes in the law in New Jersey extended the statute of limitations for child abuse and neglect cases substantially, thus placing local officials and employees at a far greater risk.

A valid cause of action can be filed by an alleged victim well after the official has left office. It is, therefore, critically important for officials to establish and monitor policies and procedures designed to safeguard minors entrusted to the care of the Township of Pequannock.

Supervisory Employees of the Township of Pequannock are required to:

- i. Complete the initial training course adopted by the Township of Pequannock, and any updated/refresher course, in order to better understand their legal duties and responsibilities under Federal and N.J. State Law. The training program will include the following concepts:
 - Recognizing the signs of abuse and neglect of minors.
 - Establishing guidelines for protecting minors from emotional and physical abuse and neglect.
 - Understanding and being prepared to implement the procedures necessary to eliminate opportunities for abuse.
 - Becoming familiar with the legal requirements to report suspected cases of abuse.
 - Fully understanding the legal consequences for not being diligent in making certain that employees of the Township of Pequannock adhere to all policies and procedures as adopted.
- ii. Meet *periodically* with all Department Heads to review the "Policy Addressing Sexual Abuse of Minors" and to verify that the administration is adhering to this policy which includes all of the following provisions. If the policy is not being adhered to, it is the legal obligation of the officials of the Township of Pequannock to implement whatever changes are necessary as soon as possible to make certain the policy is followed.
- iii. Conduct *random and unannounced* visits to program sites to observe the setup of the programs and conduct of the employees and volunteers of the Township of Pequannock.

VI. Program Procedures:

All Township of Pequannock programs operated by, sponsored by, or affiliated with the Township shall comply with the following procedures. All officials, employees, and volunteers who interact with or could possibly interact with minors, and those employees who supervise employees who interact with or could potentially interact with minors, shall adhere to the following policy.

The following policies shall apply to all programs offered by, sponsored by, or affiliated with the Township of Pequannock. As an essential element of compliance with the overall objective of protecting and addressing the safe treatment of minors, the Township shall:

- a. Establish a procedure for the notification of the minor's parent/legal guardian in case of an emergency, including medical or behavioral problems, natural disasters, or other significant program disruptions.
- b. Make certain that where applicable all program participants provide a Medical Treatment Authorization form to the Township of Pequannock.
- c. Implement and adopt a "Code of Conduct" for volunteer and paid staff members, which, at a minimum, will include the following:

Code of Conduct

- Staff members will, at all times, respect the rights of program participants and use positive techniques of guidance including positive reinforcement and encouragement.
- Staff members will portray a positive role model for youth by maintaining an attitude of respect, loyalty, patience, courtesy, tact, and maturity.
- Staff members shall not transport children in their own vehicles, unless written authorization from the child's parent or guardian has been received.
- Members of the staff shall not be alone with children they meet in the programs outside of the camp. This includes babysitting, sleepovers, and inviting children to their home.
- Staff members shall, at all times, be visible to other staff members while supervising minors. Any exceptions require a written explanation before the fact and approval of the Program Director.
- Staff members will appear neat, clean, and appropriately attired.
- Staff members will refrain from intimate displays of affection towards others in the presence of children, parents, and staff.
- Staff members are required to refrain from texting, and posting or checking any of the social media outlets while they are working or volunteering. The only exception is for texting for the purposes of communicating with another staff member or parent regarding a programmatic issue pertaining to a child.
- Staff members are prohibited from buying gifts for program participants.

In addition to the Code of Conduct, the following shall be a part of the specific program provisions:

- The Township of Pequannock may set forth rules and procedures governing when and under what circumstances participants may leave the Township's property during the program.
- No violence, including sexual abuse or harassment, will be tolerated.
- Hazing of any kind is prohibited. Bullying, including verbal, physical, and cyberbullying is prohibited and will be addressed immediately.
- No use of tobacco products will be tolerated.
- Misuse or damage of Township property is prohibited. Charges will be assessed against those participants who are responsible for damage or misuse of property.
- The inappropriate use of cameras, imaging, and digital devices is prohibited, including the use of such devices in showers, restrooms, or other areas where privacy is expected by participants.
- Under no circumstances are any images of any child taken during any of the activities conducted or sponsored by the Township of Pequannock to be shared on any social media platform without the expressed written consent of a parent or legal guardian.
- For all programs, the Township will have a staff member involved who is at least 21 years of age to be accessible to participants. Additional Authorized Adults will be assigned to ensure one-on-one contact with minors does not occur and that appropriate levels of supervision are implemented.
- Take appropriate steps to ensure that children are not released to anyone other than the authorized parent, guardian, or other adult authorized by the parent or guardian.
- When and where applicable the responsibilities of counselors will include, at a minimum, informing program participants about safety and security procedures, rules established by the program, and behavioral expectations. Counselors are responsible for following and enforcing all of the rules and must be able to provide information included herein to program participants and be able to respond to emergencies.

VII. Procedures for Law Enforcement Officers:

Law enforcement officers of the Township of Pequannock frequently interact with minors in a variety of ways. All interactions will be in accordance with NJ Attorney General Guidelines, adopted Department Policies and Procedures and requirements of any/all other applicable Township Policy.

VIII. Training Requirements:

Individual training courses have been designed for each of the following categories, and all officials, employees, and volunteers of the Township whose rolls and responsibilities involve interacting with minors are required to complete training (and refresher course training) adopted by the Township of Pequannock. All required employees shall complete the training course. Although training records will be maintained, it is recommended that the Township of Pequannock and individual trainees also keep copies of their own training records.

a. Elected Officials, Appointed Officials, Department Heads, and Supervisors:

All elected officials, appointed officials, department heads, and supervisors shall complete the initial virtual training course offered by the NJMEL, *"PROTECTING CHILDREN FROM ABUSE"* and any updated/refresher course in order to better understand their legal duties and responsibilities under Federal and N.J. State Law. The course includes the following:

- Recognizing the signs of abuse and neglect of minors.
- Establishing guidelines for protecting minors from emotional and physical abuse and neglect.
- Understanding and being prepared to implement the procedures necessary to eliminate opportunities for abuse.
- Becoming familiar with the legal requirements to report suspected cases of abuse.
- Fully understanding the legal consequences for not being diligent in making certain that employees of the Township adhere to all policies and procedures as adopted.

b. Volunteers and Employees of the Township of Pequannock

All required employees and volunteers shall complete training provided by the NMEL in the form of the *"PROTECTING CHILDREN"* video on protecting children on the MEL website and found at:

<https://njmel.org/mel-safety-institute/model-policies/protecting-children-videos/>

i. Course Content shall include:

1. Current State NJ State Law pertaining to Sexual Abuse of Minors
2. Recognizing the signs of abuse and neglect
3. Different types of abuse (i.e., Peer to Peer, Adult to Child, etc...)
4. Your legal responsibility for implementing and monitoring procedures and employees
5. Reporting cases of abuse

c. Law Enforcement Officers

i. Course Content shall include:

1. Current Status of N.J. Law and Directives from the Attorney General for Law Enforcement personnel
2. Your responsibilities
3. Officers in Schools
4. Reporting Abuse

IX. Reporting Suspected Child Abuse/Neglect:

In light of the importance and priority placed on safeguarding the health and safety of minors, it is critically important that suspected cases of child abuse and neglect are reported as soon as possible. As a government official, employee or volunteer, you are legally required to report suspected child abuse. This requirement includes all governmental officials, employees and volunteers.

The following procedures shall be utilized in reporting suspected cases of abuse. The Township of Pequannock may also train officials, department heads, employees, and volunteers in the concept of "dual reporting," which involves reporting the suspected abuse to local law enforcement in addition to reporting the abuse to the Department of Children and Families. Reporting suspected abuse to local law enforcement is critically important in cases where there is the potential for violence.

Child Abuse is a hard thing to talk about, especially with victims. The most important thing to remember is to show calm reassurance and unconditional support. Avoid interrogation and leading questions. Understand that denial and embarrassment are common reactions. Don't display disbelief, shock, or disgust. Instead, be reassuring. Make sure the child knows that they did nothing wrong. Reassure them that this is not their fault and make sure they know that you take it seriously.

Interviewing children to investigate sexual abuse requires highly technical expertise. Do not "investigate" an abuse situation. Do not interrogate the child. Instead report it immediately, as shown below. And finally, keep safety as the priority. If there is the possibility of violence against yourself or the child, get the appropriate professionals or agencies involved as soon as possible, and report the abuse to local law enforcement.

As noted above, it is highly recommended that, whenever possible, officials, employees, and volunteers report the suspected abuse to both the N.J. Department of Children and Families and law enforcement at the same time, which is known as "dual reporting."

For everyone involved with programs conducted by the Township of Pequannock:

Report the suspected abuse to the New Jersey Department of Children and Families. Please be prepared to include the following information to the extent the information has been told to you.

- a) **Who:** The child and parent/caregiver's name, age, and address and the name of the alleged perpetrator and that person's relationship to the child.
- b) **What:** Type and frequency of alleged abuse/neglect, current or previous injuries to the child, and what caused you to become concerned.
- c) **When:** When the alleged abuse/neglect occurred and when you learned of it.
- d) **Where:** Where the incident occurred, where the child is now, and whether the alleged perpetrator has access to the child.
- e) **How:** How urgent the need is for intervention and whether there is a likelihood of imminent danger for the child.

Call the Hotline established by the N.J. Department of Children and Families, **1-877-652-2873**. It is not the supervisor's role to decide whether a case should be reported. All cases shall be reported.

For ***Law Enforcement Officers***: Immediately report any suspected or alleged cases of abuse or neglect to the New Jersey Department of Children and Families and to the County Prosecutor.

X. Important Information Regarding Reporting Suspected Abuse Under NJ Law:

The following guidelines have been established under New Jersey law, for those reporting suspected or alleged cases of abuse or neglect. The Township of Pequannock encourages all officials, employees, and volunteers in programs operated by the Township or affiliated programs or activities to report suspected cases of abuse with the following in mind.

- i. Any person who, in good faith, makes a report of child abuse or neglect or testifies in a child abuse hearing resulting from such a report is immune from any criminal or civil liability as a result of such action. Calls can be placed to the hotline anonymously.
- ii. However, any person who knowingly fails to report suspected abuse or neglect according to the law or to comply with the provisions is a disorderly person.
- iii. When a report indicates that a child may be at risk, an investigator from the Division of Child Protection and Permanency (formerly Youth and Family Services) will promptly investigate the allegations of child abuse and neglect within 24 hours of receipt of the report.

XI. Acknowledgment of Receipt and Review of Policy:

All officials, employees, and volunteers shall sign and date an acknowledgment form that confirms they have received this manual.

Appendix A: Indicators of Child Abuse/Neglect

The New Jersey Department of Children and Families issued the following guidelines to assist in recognizing the indicators of child abuse/neglect.

Indicators of Child Abuse / Neglect

Different types of abuse and neglect have different physical and behavioral indicators.

Physical Abuse

Physical Indicators	Behavioral Indicators
Unexplained bruises and welts: • On face, lips, mouth • On torso, back, buttocks, thighs • In various stages of healing • Cluster, forming regular patterns • Reflecting shape of article used to inflict (electric cord, belt buckle) • On several different surface areas • Regularly appear after absence, weekend or vacation Unexplained burns: • Cigar, cigarette burns, especially on soles, palms, back or buttocks • Immersion burns (sock-like, glove-like doughnut shaped on buttocks or genitalia) • Patterned like electric burner, iron, etc. • Rope burns on arms, legs, neck or torso Unexplained fractures: • To skull, nose, facial structure • In various stages of healing • Multiple or spiral fractures Unexplained laceration or abrasions: • To mouth, lips, gums, eyes • To external genitalia	Wary of adult contacts Apprehensive when other children cry Behavioral extremes: • Aggressiveness • Withdrawal Frightened of parents Afraid to go home Reports injury by parents

Physical Neglect

Physical Indicators	Behavioral Indicators
Consistent hunger, poor hygiene, inappropriate dress Consistent lack of supervision, especially in dangerous activities or long periods Constant fatigue or listlessness Unattended physical problems or medical needs Abandonment	Begging, stealing food Extended stays at school (early arrival and late departure) Constantly falling asleep in class Alcohol or drug abuse Delinquency (e.g. thefts) States there is no caregiver

Sexual Abuse

Physical Indicators	Behavioral Indicators
Difficulty in walking or sitting Torn, stained or bloody underclothing Pain or itching in genital area Bruises or bleeding in external genitalia, vaginal or anal areas Venereal disease, especially in pre-teens Pregnancy	Unwilling to change for gym or participate in P.E. Withdrawn, fantasy or infantile behavior Bizarre, sophisticated or unusual sexual behavior or knowledge Poor peer relationships Delinquent or run away Reports sexual assault by caregiver

Emotional Maltreatment

Physical Indicators	Behavioral Indicators
Habit disorders (sucking, biting, rocking, etc.) Conduct disorders (antisocial, destructive, etc.) Neurotic traits (sleep disorders, speech disorders, inhibition of play)	Behavior extremes: • Compliant, passive • Aggressive, demanding Overly adoptive behavior: • Inappropriately adult • Inappropriately infant

Appendix B – Grooming Behavior

Grooming is when someone builds a relationship, trust, and emotional connection with a child or young person so they can manipulate, exploit and abuse them.

Here are some common characteristics of someone attempting to "groom" a child.

- Molesters often refer to their intended victims by pet names and use gifts to foster exclusivity and build a relationship while starting the practice of keeping secrets.
- The molester might begin to spend time with the victim outside of the regular program or schedule, contacting parents to become involved in a child's life in some capacity, like babysitting. For this reason, many parents are shocked after abuse comes to light simply because the abuser seemed so good – too good to be true, in fact.
- Inevitably, the favoritism is not enough to keep the victim, and the abuser resorts to threats—threats that play off of a child's guilt over the sexual contact.
- During the grooming process and abuse itself, victims often begin to show tell-tale signs, including:
 - Sexual behaviors or strong sexual language that is too adult for their age.
 - Many children feel at fault after the abuse and begin to suffer guilt and depression, even resorting to self-harm.
 - Also, look for cuts and scratches or other self-inflicted injuries.

CHAPTER SIX

Model Forms



Township of
Pequannock
530 NEWARK-POMPTON TURNPIKE
POMPTON PLAINS, NJ 07444-1799

Tel: (973) 835-5700
Fax: (973) 835-1152

Month, Date, Year

Via Hand Delivery

[Name]

Re: Notice of Closed Session Discussion of Personnel Matter

Dear _____:

The Township of Pequannock hereby advises you that it intends to discuss and act upon matters concerning your employment. Specifically, the Township Council shall discuss {subject}. The Township Council will meet at its regularly scheduled meeting at approximately __:00 p.m. on _____, _____, in [insert name of room] at the Township Municipal Building. The Township Council intends to discuss this matter in closed session unless you request in writing, on the attached Response Notification Form, that the discussion be conducted in public session.

No formal action will be taken during any closed session; however, upon conclusion of the closed session discussion, the Township Council may take such action in open public session as it deems appropriate based upon the results of its closed session discussion.

Please be further advised that under the New Jersey Open Public Meetings Act, you have the right to have the discussion of this matter conducted during an open public session rather than closed session. If you want this discussion to be conducted during the open public session, you must complete the form below, sign it, and return the signed copy to the Township Manager's office not later than 5:00pm on _____, _____, _____. **Please note that discussion of this matter in open public session may result in public disclosure of otherwise-confidential personnel-related information about you that would remain confidential if the discussion takes place in closed session. By requesting an open public discussion, you therefore are knowingly consenting to public disclosure of matters concerning you that otherwise would have remained confidential.**

Please submit the completed Response Notification Form to the Township Manager's office not later than 5:00pm on _____, _____, ____.

RESPONSE NOTIFICATION FORM

LOCATION: [insert location here]

REQUEST FOR TOWNSHIP COMMITTEE TO GO INTO PUBLIC SESSION – I, [insert name], hereby request that the Township Council conduct its discussion of the personnel matter involving me in a public session. I am aware that discussion of this matter in open public session may result in public disclosure of otherwise-confidential personnel-related information about me that would remain confidential if the discussion takes place in closed session. By requesting an open public discussion, I am knowingly consenting to public disclosure of matters concerning me that otherwise would have remained confidential.

[insert name]

Dated: _____



Tel: (973) 835-5700
Fax: (973) 835-1152

September 9, 2025

Re: Employee Complaint Notification Letter

To all Township of Pequannock Employees:

Enclosed is a Conscientious Employee Protection Act ("Whistleblower Act") Notice prepared by the State of New Jersey. State law requires that this Notice be distributed to you annually.

Please sign the acknowledgement below and return it to the Office of the Township Manager.

Sincerely,

/S/ Adam W. Brewer

Adam W. Brewer
Township Manager

Conscientious Employee Protection Act "Whistleblower Act"

Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: _____

Address: _____

Telephone Number: _____

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees. If you need this document in a language other than English or Spanish, please call (609) 292-7832.



Pequannock Township Employee Complaint Form

Date_____

Attach additional sheets if necessary to fully complete all questions

NAME: _____ **DEPARTMENT:** _____

TITLE: _____ **SUPERVISOR:** _____

Time period covered by this complaint: _____

Individuals who allegedly committed the acts being complained of:

Describe the nature and dates of the acts allegedly committed by each individual:

Identify all persons with knowledge of the complained conduct:

Are there any documents or other evidence that supports the occurrences described above?

If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.

Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy for this complaint?

ACKNOWLEDGMENT

The information provided above is true and correct to the best of my knowledge.

BY: _____ DATE: _____

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. All persons involved in the investigation will be notified that (1) the complaint is confidential, (2) that any unauthorized disclosures of information concerning the investigation or retaliation could result in disciplinary action up to and including discharge.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: _____ DATE: _____

Township of Pequannock

530 Newark-Pompton Turnpike
Pompton Plains, NJ 07444

Date: _____

Employment Application:

Applicant Information:

Name (Last, First, Middle): _____

Address: _____

City/Town: _____

Phone (Work): () _____ (Home): () _____

Social Security Number: _____ - _____ - _____

Position applied for: _____

Have you ever applied to the Township before: ____ Yes ____ No If yes, give date _____

Date you can start: _____ Salary desired: _____

Are you available to work: ____ Full time ____ Part time ____ Shift work ____ Temporary

Are you currently employed: ____ Yes ____ No May we contact you at work: ____ Yes ____ No

May we contact your current employer: ____ Yes ____ No

Are you currently on layoff status and subject to recall: ____ Yes ____ No

Do you possess a current driver's license: ____ Yes ____ No

Do you possess a current commercial driver's license: ____ Yes ____ No

Please list any endorsements: _____

If you are under eighteen years of age, can you provide proof of eligibility to work: ____ Yes ____ No

Are you legally eligible to work in the United States of America: ____ Yes ____ No

Pursuant to Federal Law, proof of US Citizenship or immigration status will be required if you are hired.

The Township is an Equal Opportunity Employer M/F

Employment History: This section must be completed even if you attach a resume. List your last four employers, major assignments within the same employer. Begin with the most recent. Include any military service. Explain any gaps in employment in the space on this form marked comments located on the bottom of this page.

Employer:	Date started:	Date left:	Work performed/ responsibilities:
Address:	Starting Salary:		
Job Title:	Final Salary:		
Reason for leaving:			
Supervisor's name and phone number:			
May we contact for a reference: Yes No			
Employer:	Date started:	Date left:	Work performed/ responsibilities:
Address:	Starting Salary:		
Job Title:	Final Salary:		
Reason for leaving:			
Supervisor's name and phone number:			
May we contact for a reference: Yes No			
Employer:	Date started:	Date left:	Work performed/ responsibilities:
Address:	Starting Salary:		
Job Title:	Final Salary:		
Reason for leaving:			
Supervisor's name and phone number:			
May we contact for a reference: Yes No			
Employer:	Date started:	Date left:	Work performed/ responsibilities:
Address:	Starting Salary:		
Job Title:	Final Salary:		
Reason for leaving:			
Supervisor's name and phone number:			
May we contact for a reference: Yes No			

Comments:

Education: Provide information on your formal schooling and education. Include elementary, secondary, and post-secondary education, if any. Include any formal vocational or professional education. For high school and post-secondary education, indicate any major or specialty, such as Academic, Business, or Trade.

School:	Years completed: (Circle)	Graduated: (Circle)	Major Field:
High:	1 2 3 4	Yes No	
College:	1 2 3 4	Yes No	
Other:	1 2 3 4	Yes No	

Languages: List any foreign languages you know and indicate your level of proficiency.

Language:	Speak Some:	Speak Fluently:	Read:	Write:

Special Skills & Experience: State any special skills, experience, training, licenses, certifications or other factors that make you especially qualified for the position for which you are applying.

Comments & Additional Information: Is there any additional information about you we should consider?

References: Provide the names, addresses and phone numbers of three people whom we may contact as a reference. They should not be relatives or former supervisors.

Name & Address:	Phone Number:	Years Known:

Understandings and Agreements:

As an applicant for a position with the Township, I understand and agree that I must provide truthful and accurate information in this application. I understand that my application may be rejected if any information is not complete, true and accurate. If hired, I understand that I may be separated from employment if the Township later discovers that information on this form was incomplete, untrue, or inaccurate. I give the Township the right to investigate the information I have provided, talk with former employers (except where I have indicated they may not be contacted). I give the Township the right to secure additional job-related information about me. I release the Township and its representatives from all liability for seeking such information. I understand that the Township is an equal-opportunity employer and does not discriminate in its hiring practices. I understand that the Township will make reasonable accommodations as required by the Americans with Disabilities Act and New Jersey Law Against Discrimination. I understand that, if employed, I may resign at any time and that the Township may terminate me at any time in accordance with its established policies and procedures. No representatives of the Township may make any assurances to the contrary. I understand that any offer of employment may be subject to job-related medical, physical, drug, or psychological tests. I also understand that some positions may involve complete background and criminal checks. *For your application to be considered, you must sign and date below.*

Applicant's Signature _____ Date _____

TOWNSHIP COUNSELING ACTION PLAN

EMPLOYEE NAME: _____ DATE: _____

DEPARTMENT: _____ POSITION: _____

I met with the above employee to discuss performance regarding the following problem(s):

This is a ☐ *verbal*, ☐ *written*, ☐ *final* meeting with this employee concerning this matter.

State the reason for the counseling session:

Employee's performance is not acceptable for the following specific reasons:

Employee must achieve the following goals in order to reach acceptable standards:

Employee should reach these goals by:

- ☐ Immediately
- ☐ Employee is on a probationary status and will be re-evaluated on _____
- ☐ Employee is Suspended: Dates: _____

Consequences of failure to improve or achieve goals:

- ☐ May result in further disciplinary action, up to and including termination.
- ☐ Termination.

Employee’s Comments:

I have read the above. I understand that it constitutes a warning and I understand the amount of time I have to attain the stated performance goals. I also understand the consequences of my failure to improve or attain the above goals.

Employee Signature: _____ **Date:** _____

Department Head Signature _____ **Date:** _____

Township Manager Signature: _____ **Date:** _____

TOWNSHIP EMPLOYEE EVALUATION CHECKLIST

☐ **BE PREPARED**

- Know the objectives and goals of the meeting.

☐ **TIME AND PLACE**

- Choose a quiet, private spot with as few interruptions as possible.

☐ **CONDUCTING THE INTERVIEW**

- Create a positive environment and help the employee feel at ease.
- Give balanced feedback, both positive and negative, but start with the positive.
- Focus on the job, NOT the person.
- Ask questions and allow the employee to provide feedback.
- When discussing areas for improvement, discuss methods and objectives for improving.
- Discuss possibilities for advancement, the employee's aspirations and professional development necessary to be a candidate for such future positions.

☐ **CONCLUSION**

- Summarize and review the important points of the discussion.
- Restate the action steps that have been recommended and provide a time frame for completion.
- Make sure employee reviews the appraisal and provides comments.
- Have employee sign the acknowledgement that the employee has read the appraisal (does not signify agreement with the content).

☐ **FOLLOW-UP**

- Follow-up with the employee to see how plans are proceeding within the given time frames.
- Offer the employee assistance in achieving objectives and encourage discussion of successes and obstacles.

Fingerprint and Background Check Consent Form
For Employees, Job Applicants, and Volunteers That May Work or Have
Contact with Minors

In accordance with Township policy and N.J.S.A. 15A:3A-1 et seq, I understand that, as a condition of continued employment, new employment, or my volunteer service, the Township requires background checks on all individuals who will be working with children. .

By signing this form, I agree to be fingerprinted and consent to a criminal background record check as a condition of new employment, continued employment, or voluntary service. I also represent, attest, and certify that I have never been convicted of any of the following crimes or disorderly persons offenses as defined by New Jersey law or the law of any other state, or that the guilty disposition of any of the crimes and/or offenses has been amended to a status of not guilty, or that any previous charges, as listed below, have been expunged:

2C:11 HOMICIDE all offenses

2C:12 ASSAULT, ENDANGERING, THREATS all offenses

2C:13 KIDNAPPING all offenses

2C:14 SEXUAL OFFENSES all offenses

2C:15 ROBBERY all offenses

2C:20 THEFT all offenses

2C:24 OFFENSES AGAINST THE FAMILY, CHILDREN AND INCOMPETENTS
all offenses

Name (please print)

Applicant's signature

Date

Parent's signature (if applicant is under 18)

Date

Receipt for Personnel Policies and Procedures Manual

I acknowledge that I have received a copy of Township's Personnel Policies and Procedures Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the manual that I do not understand, I will seek clarification from my supervisor, Department Head or the Township Manager. I understand that Township is an "at will" employer and consistent with applicable Federal and State law as well as applicable bargaining unit agreements, employment with the Township is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Township has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this manual states Township's personnel policies in effect on the date of publication. I understand that nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with Township for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Office of the Township Manager.

Date: _____

Signature: _____

Print Name: _____

Department: _____



Tel: (973) 835-5700
Fax: (973) 835-1152

Employee Complaint Notification Letter Acknowledgement of Receipt

I, hereby acknowledge receipt of the Employee Complaint Notification Letter.

Please sign and date this receipt and return it to the Office of the Township Manager.

Print Name: _____

Department: _____

Signature: _____

Date: _____